



NO.DB/Consultancy/ 979 /of/2018.
OFFICE OF THE CHIEF ENGINEER,
PUBLIC HEALTH ENGG. DEPTT.,
GOVERNMENT OF SINDH,
Hyderabad dated 28/5/2018.

To,

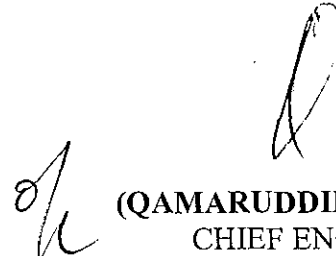
The Director (CB)
Sindh Public Procurement Regulatory Authority
Government of Sindh
Barrack No.08 Sindh Secretariat No.4-A
Court Road Karachi.

SUBJECT: HOISTING / PUBLICATION OF PROPOSAL ON WEBSITE OF SPPRA.

Enclosed find herewith a copy of proposal for procurement of consultancy services for publication / hoisting on website of SPPRA at the earliest.

Original pay order vide No. B.C.No. 3112-125 Ref No: 103907012
dt 29-5-2018 amounting to Rs.2000/- is also enclosed for hoisting fee.

DA/As above.


(QAMARUDDIN CHANDIO)
CHIEF ENGINEER
PUBLIC HEALTH ENGG. DEPTT.,
GOVERNMENT OF SINDH, HYDERABAD.

C.C to the:-

Secretary Public Health Engineering & Rural Development
Department Government of Sindh Karachi for kind
information.



PUBLIC HEALTH ENGINEERING DEPARTMENT,
GOVERNMENT OF SINDH

PHONE: 022-9210410 FAX: 022-9210411

**PROCUREMENT OF CONSULTANCY SERVICES FOR
DESIGN REVIEW AND SUPERVISION OF
WATER SUPPLY, DRAINAGE SCHEMES AND
OXIDATION PONDS TO ELIMINATE URBAN SEWAGE
DISCHARGING IN IRRIGATION CANALS IN SINDH**

Technical & Financial proposals are invited from reputed Engineering Consulting Firms having experience in Design Review and Construction Supervision of Water Supply and Drainage having license / registration with Pakistan Engineering Council (PEC) in the relevant category valid for the year 2018 to carry out the Services for "Design Review and Supervision of Water Supply, Drainage Schemes and Oxidation Ponds to Eliminate Urban Sewage Discharging in Irrigation Canals in Sindh"

1. The LOI / RFP for the assignment can be collected from the office of the undersigned on payment of Rs. 3,000/- (as non-refundable document fee) on any working day upto ~~12-06-2018~~ 12-06-2018.
2. The Technical and Financial Proposals will be considered and evaluated in accordance with SPPRA Rules and Evaluation Criteria adopted by the, Public Health Engineering Department, Government of Sindh.
3. The Interested consulting firms may obtain any further details regarding the project on any working day.
4. The Technical and Financial Proposals in English shall be submitted in duplicate (One Original and one copy) in separate envelopes, to reach the office of the undersigned in sealed cover and not later than 12:00pm on ~~12-06-2018~~ 12-06-2018 and Technical Proposal shall be opened on same date at 1:00pm.

5. Consortium consisting of more than three (03) firms will not be eligible for the participation.
6. The consultants having renewal certificates of PEC for the year 2018, with allocation of code 1204, shall only be eligible for participation in shortlisting of Civil Engineering Consultants for proposed consultancy services.
7. If firms do not supply the full information in accordance with requirement of LOI, the proposal shall be considered as non-responsive.
8. Conditional and late applications shall not be entertained.
9. The Procuring Agency reserves the right to accept or reject any or all Technical / Financial proposals without assigning any reason thereof under relevant provisions of SPPRA Rules.

(QAMARUDDIN CHANDIO)
CHIEF ENGINEER

Public Health Engineering Department
Government of Sindh, Hyderabad
Address: Journalist Colony Hyderabad
Phone: 022-9210410 Fax: 022-9210411
Email ce.phed.hydr@gmail.com

B.C. No. :3112125
Stationery/Ref No: 103907012

2	9	0	5	1	8
***2,000.00					
PKR					



HYDERABAD JAIL ROAD HIRABAD (1082)



Account Payee Only

Not Over: PKR 2,000.00** Or Order

Pay to THE DIRECTOR (CB) SINDH PUBLIC PROCUREMENT
AUTHORITY GOVERNMENT OF SINDH

Rupees TWO THOUSAND ONLY**

Signature: *[Signature]*
 Signatory PA/Attorney No: *[Signature]*
 Signatory Attorney No: *[Signature]*
 Billa Juneji
 IBS # 1333!

Payable at any MCB Branch in Pakistan.
Please do not write below this line.

⑈03907012⑈0628888⑈00000000000000000000⑈010⑈

03-2007
 Mr. Muhammad Farooq S/o Ali Muhammad (2), Muhammad Asif S/o Muhammad Yaqoob Co-owners of Plot and Partner of M/S. SUMAIRA BUILDERS (BL-2025) has applied for Extension in date of completion from 30-06-2011 till 31-12-2020 for the project "SUMAIRA SKY TOWERS" on Plot No. 25/B-3, SECTOR 25-B, SCHEME 33, Karachi on the basis of Final approval of Building Plan for Ground Floor (Shops) + 1st & 2nd Floor (Parking) + 3rd Floor (Recreational Area & Flats) + 4th to 13th Upper Floors (Flats) Only. vide letter # KBCA/KDA/DCB-XXXI/Prop(G.T)/2006/4686/433/741. Dated: 01-10-2007.

Hence any Person / Allottees (if any) of the said project and any Government & Private Department / Agencies having any objection on issuance of Extension in date of completion from 30-06-2011 till 31-12-2020 of the project "SUMAIRA SKY TOWERS" on Plot No. 25/B-3, SECTOR 25-B, SCHEME 33, Karachi on the basis of Final approval of Building Plan, approved vide letter # KBCA/KDA/DCB-XXXI/Prop(G.T)/2006/4686/433/741. Dated: 01-10-2007, should submit their claims / objections with evidence to Director (Design & Complaints Section), SBCA 4th Floor, Annexe Building, Civic Centre, Gulshan-e-Iqbal, Karachi within 15 DAYS TIMES from publication of this notice otherwise no any objection will be entertained after expiry of specified period and process of issuance of Extension in date of completion from 30-06-2011 till 31-12-2020 will be completed as per rules & regulations.

Sindh Building Control Authority
 DESIGN SECTION

4th Floor, Civic Centre Annexe Building, Gulshan-e-Iqbal, Karachi

SAY NO TO CORRUPTION



PUBLIC HEALTH ENGINEERING DEPARTMENT
GOVERNMENT OF SINDH

Phone # 022-9210410 Fax # 022-9210411

PROCUREMENT OF CONSULTANCY SERVICES FOR DESIGN REVIEW AND SUPERVISION OF WATER SUPPLY, DRAINAGE SCHEMES AND OXIDATION PONDS TO ELIMINATE URBAN SEWAGE DISCHARGING IN IRRIGATION CANALS IN SINDH

Technical & Financial proposals are invited from reputed Engineering Consulting Firms having experience in Design Review and Construction Supervision of Water Supply and Drainage having license / registration with Pakistan Engineering Council (PEC) in the relevant category valid for the year 2018 to carry out the Services for "Design Review and Supervision of Water Supply, Drainage Schemes and Oxidation Ponds to Eliminate Urban Sewage Discharging in Irrigation Canals in Sindh"

1. The LOI / RFP for the assignment can be collected from the office of the undersigned on payment of Rs. 3,000/- (as non-refundable document fee) on any working day upto **19-06-2018**.
2. The Technical and Financial Proposals will be considered and evaluated in accordance with SPPRA Rules and Evaluation Criteria adopted by the Public Health Engineering Department, Government of Sindh.
3. The Interested consulting firms may obtain any further details regarding the project on any working day.
4. The Technical and Financial Proposals in English shall be submitted in duplicate (One Original and one copy) in separate envelope to reach the office of the undersigned in sealed cover and not later than 12:00 pm on 20-06-2018 and Technical Proposal shall be opened on same date at 1:00 pm.

5. Consortium consisting of more than three (03) firms will not be eligible for the participation.
6. The consultants having renewal certificates of PEC for the year 2018, with allocation of code 1204, shall only be eligible for participation in shortlisting of Civil Engineering Consultants for proposed consultancy services.
7. If firms do not supply the full information in accordance with requirement of LOI, the proposal shall be considered as non-responsive.
8. Conditional and late applications shall not be entertained.
9. The Procuring Agency reserves the right to accept or reject any or all Technical / Financial proposals without assigning any reason thereof under relevant provisions of SPPRA Rules.

(QAMARUDDIN CHANDIO)
CHIEF ENGINEER

Public Health Engineering Department
 Government of Sindh Hyderabad
 Address: Journalist Colony Hyderabad
 Phone:022-9210410 Fax:022-9210411
 Email: ce.phed.hyderabad@gmail.com

Say No to Corruption
 INF-KRY No. 2597/18

تم رسدی کے خلاف جوہیں

DAWN
 1-6-2018



Sindh Agriculture
(Livestock)

Invitation for



Karachi dated the, 21st April, 2018

NOTIFICATION

No. SO (T)/PHE/SPP-Rules/2010: In supersession of this department's notification No. SO(T)/PHE/SPPRA-Rules/2013(Pt-II) dated 27.01.2017, in exercise of the powers conferred by rule-7 & 8 of SPP Rules-2010, a Uniform Procurement Committee for all Public Health Engineering Divisions (Hyderabad Region) is hereby re-constituted as under:

- | | | |
|------|---|------------------|
| i. | Superintending Engineer,
(Q&M) PHE Circle, Hyderabad | Chairman |
| ii. | Executive Engineer,
Concerned | Member/Secretary |
| iii. | Representative of
Deputy Commissioner,
Concerned | Member |

Functions and responsibilities:

1. Preparing bidding documents
2. Carrying out technical as well as financial evaluation of the bids,
3. Preparing evaluation report as provided in Rule-45,
4. Making recommendation for the award of contract to the competent authority; and
5. Perform any other function ancillary and incidental to the above.

(Dr. RIAZ AHMED MEMON)
Secretary

Cc:

- The Chairman, P&D Board, Govt. of Sindh, Karachi
- The Secretary Finance Dept. GoS, Karachi
- The Commissioners, (all in Sindh).
- The Managing Director, SPPRA, Karachi.
- The Chief Engineer, PHED, Hyderabad/Sukkur.
- The Accountant General, Sindh, Karachi.
- The Deputy Commissioners (all in Sindh)
- The PS to Secretary, PHE & RDD, Govt. of Sindh, Karachi.

(MUHAMMAD BUX JARWAR)
Section Officer (Tech)/PHE



GOVERNMENT OF SINDH
PUBLIC HEALTH ENGINEERING &
RURAL DEVELOPMENT DEPARTMENT
Karachi dated the, 29th May, 2018

NOTIFICATION

No. SO(T)/PHE/SPP-Rules/2010: In exercise of the powers conferred by Rule-67 of SPP Rules-2010, a consultants selection committee is hereby constituted for the project, "Consultancy for Designing of the Schemes of the Elimination of Sewerage Discharging in Irrigation Canals and Lakes in Sindh" as under:

i.	Chief Engineer, PHED, Hyderabad	Chairman
ii.	Superintending Engineer, PHED, Hyderabad	Member/Secretary
iii.	Representative of P&D Department not below rank of BS-18	Member
iv.	Representative of Finance Department not below rank of BS-18	Member
v.	Representative of PHED to be nominated by Secretary (PHED) not below rank of BS-18	Member

Functions and responsibilities:

1. Approval of request of proposal before issuance.
2. Short listing of consultants, responding to the request for expression of interest, where applicable, in accordance with the criteria mentioned in Request for expression of interest;
3. Evaluation of technical and financial proposals according to selection method and evaluation criteria mentioned in the request for proposal.
4. Finalization of recommendation based on evaluation as mentioned above.

(DR. RIAZ AHMED MEMON)
Secretary, PHE&RDD

cc:

- ✓ The Chairman, P&D Board, with the request to kindly nominate representative.
- ✓ The Secretary Finance Dept. GoS with the request to kindly nominate representative
- ✓ Chief Engineer, PHED, Hyderabad/Sukkar.
- ✓ The Managing Director, SPPRA, Karachi.
- ✓ The Accountant General, Sindh, Karachi.
- ✓ The PS to Secretary, PHE & RDD, Govt. of Sindh, Karachi.

(MUHAMMAD BUX JARWAR)
Section Officer (Technical)

Mr. A. K. F.
for necessary
actions



GOVERNMENT OF SINDH
PUBLIC HEALTH ENGINEERING &
RURAL DEVELOPMENT DEPARTMENT

Karachi dated the, 29th May, 2018

NOTIFICATION

No. SO(T)/PHE/SPP-Rules/2010: In exercise of the powers conferred by Rule-31 of SPP Rules-2010, a complaint redressal committee is hereby constituted for the project, "Consultancy for Designing of the Schemes of the Elimination of Sewerage Discharging in Irrigation Canals and Lakes in Sindh" as under:

- | | | |
|------|---|----------|
| i. | Secretary,
PHE & RDD | Chairman |
| ii. | Representative of A.G Sindh | Member |
| iii. | Project Director (PMU),
Drinking Water Hub | Member |


The committee shall act in accordance with SPP Rules-200.

(Dr. RIAZ AHMED MEMON)
Secretary to Govt. of Sindh

Cc:

- ✓ The Chief Engineer, PHED, Hyderabad/Sukkur.
- ✓ The Managing Director, SPPRA, Karachi.
- ✓ The Accountant General, Sindh, Karachi.
- ✓ The PS to Secretary, PHE & RDD, Govt. of Sindh, Kachi.


(MHAMMAD BUK JARWAR)
Section Officer (Technical)

O/o the Chief Engineer	
PHED Hyc	
In Ward No.	1283
Dated.	8/6/2018
Signature	

**Public Health Engineering
Department
Government of Sindh**

REQUEST FOR PROPOSAL

**PROCUREMENT OF CONSULTANCY
SERVICES FOR DESIGN REVIEW AND
SUPERVISION OF WATER SUPPLY, DRAINAGE
SCHEMES AND OXIDATION PONDS TO
ELIMINATE URBAN SEWAGE DISCHARGING
IN IRRIGATION CANALS IN SINDH**

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SECTION - I
Letter of Invitation



PUBLIC HEALTH ENGINEERING DEPARTMENT
GOVERNMENT OF SINDH
Phone # 022-9210410 Fax # 022-9210411

REQUEST FOR PROPOSALS

Technical & Financial Proposals are invited from reputed Engineering Consulting firms having experience in Design Review and Construction Supervision of Water Supply & Drainage having License/registration with Pakistan Engineering Council (PEC) in the relevant category valid for the year 2018 to carry out the Services for “Design Review and Supervision of Water Supply, Drainage Schemes and Oxidation Ponds to Eliminate Urban Sewage Discharging in Irrigation Canals in Sindh”

1. The LOI/RFP for the assignment can be collected from the office of undersigned on payment of Rs. 3000/- (as non-refundable document fee) on any working day up to **19-06-2018**
2. The Technical and Financial Proposals will be considered and evaluated in accordance with SPPRA Rules and Evaluation Criteria adopted by the Public Health Engineering Department, Govt. of Sindh.
3. The interested consulting firms may obtain any further details regarding the project on any working day.
4. The Technical & Financial Proposals in English shall be submitted in duplicate (one original and one copy) in separate envelope to reach the office of the undersigned in sealed cover and not later than 12:00 pm and Technical Proposals shall be opened on the same date at 01:00 pm.
5. Consortium considering of more than three (03) firms will not be eligible for the participation
6. The consultants having renewal certificates of PEC for the year 2018, with allocation of code 1204, shall only be eligible for participation in short listing of Civil Engineering Consultants for proposed consultancy services.
7. If firms do not supply the full information accordance with requirement of LOI, the proposal shall be considered as non-responsive.
8. Conditional and late application shall not be entertained.

9. The Procuring Agency reserves the right to accept or reject any or all Technical / Financial proposals without assigning any reason thereof under relevant provisions of SPPRA Rules.

QAMARUDDIN CHANDIO
Chief Engineer

Public Health Engineering Dept
Govt. of Sindh Hyderabad

Address: Journalist Colony Hyderabad

Phone: 022-9210410

Fax: 022-9210411

Email: ce.phed.hyd@gmail.com

SECTION - 2
Instructions to Consultants

Instructions to Consultants

1. Definitions

(a) "Procuring Agency (PA)" means any department or office of Government; or District Government; or any authority, corporation body or organization established by law or which is owned or controlled by Government;

(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, specifications, drawings and bill of quantities;

(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 Proposal;

(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 Consultant;

(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) in accordance with the method of selection, Least Cost Selection Method (LCS) as per SPPRA Rules 2010
- 2.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named 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 held) as 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 imple-

mentation 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 SPPRA 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 PPRA. 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 Consultants undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million (**Section 6 – Annex - A**).
- 6. Eligible Consultants**
- 6.1** If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPRA 2010 for the Consultant(s) for which these RFP documents are being issued, those firms in case of Joint Ventures with the same partner (s) and Joint Ventures Structures - that had been pre-qualified 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). 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). Not Applicable
- 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 procur-

ing 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 estimated 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 may enhance its expertise for the assignment by associating with other consultants in a joint venture or sub-consultancy, it may associate with any one if so indicated in the Data Sheet. A consultant must first obtain the approval of procuring agency if it wishes to enter into a joint venture. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture
- 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 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 has 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. **TECH-1** is Technical Proposal submission Form.

- i. A brief description of the consultant organization (Section 3: **TECH-2A**) and an outline of recent experience on assignments of a similar nature (**Section 3: TECH-2B**). 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 3: TECH-3A & 3B**)
- 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 3: TECH-5**).
- iv. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (**Section 3: TECH-6**). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last five 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 (**Section 3: TECH-7 & TECH-8**).
- 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 3: TECH-4**).

- vii. Any additional information requested in the **Data Sheet**.
- 13.3** The Technical Proposal shall not include any financial information.
- 14. Financial Proposals**
- 14.1** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including **(a)** remuneration for staff (in the field and at the Consultants' office), and **(b)** reimbursable expenses indicated in the **Data Sheet** (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 15. Taxes**
- 15.1** The Consultant will be subject to all admissible taxes (such as sales tax or services tax or value added tax, social charges or income 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 to 8 of Section 3 and FIN-1 to 4 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 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 PA after the dead-

lines 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 **Consultant Selection 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 Procuring Agency 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 marks 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 Consultant Selection Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former 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 **Quality and Cost Based Selection (QCBS) Method** the lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations. Not Applicable

20. Negotiations

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

21. Technical negotiations

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

22. Financial Negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA

with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal – Standard Forms of this RFP).

22.2 Extent of contract negotiation – Procuring Agency may negotiate with the highest rank bidder regarding methodology, work plan, staffing and special conditions of the contract. The procuring agency shall not permit substitution of key staff, unless both parties agree that undue delay in selection process makes such substitution unavoidable. Similarly, negotiation shall not seek changes in the rate quoted by the bidder. In case of failure of negotiations the procuring agency may invite second ranked bidders as per the evaluation report

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 days of the award of contract, Procuring Agency shall publish on the website of the PPRA and on its own website, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

24.2 After publishing of award of contract consultant would be required to submit a performance security at the rate indicated in date sheet.

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

25. Confidentiality

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

cess may result in the rejection of its Proposal.

26. Duties & Taxes

All taxes, duties, fees and other contractual cost regarding the signing of contract shall be borne by the consultants / JV consulting firm.

27. Proposal Preparation cost

Consulting firm, JV consulting firms shall bear all costs associated with preparation and submission of their proposals.

DATA SHEET

Sr. No.	Reference Paragraph	Data
1.	1.1	<p>Name of the Assignment:- PROCUREMENT OF CONSULTANCY SERVICES FOR DESIGN REVIEW AND SUPERVISION OF WATER SUPPLY, DRAINAGE SCHEMES AND OXIDATION PONDS TO ELIMINATE URBAN SEWAGE DISCHARGING IN IRRIGATION CANALS IN SINDH</p> <p>Name of the Procuring Agency (Procuring Agency): Public Health Engineer Department Govt of Sindh</p> <p>The Name of the Procuring Agency official(s): Chief Engineer, PHED Hyderabad</p> <p>Address: Office of Chief Engineer, PHED Journalist Colony Hyderabad</p> <p>Telephone: 022-9210410 Fax No: 022-9210411</p>
2.	1.2	<p>The method of selection is: <u>"Least Cost Selection Method "</u></p>
3.	1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes (But in a separate sealed envelopes)</p>
4.	1.4	<p>The Procuring Agency will provide the following inputs and facilities: All the available data and reports, if any will be shared with successful Consulting Firms.</p>
5.	1.5	<p>The Proposal submission address is:</p> <p>Chief Engineer, PHED Hyderabad Office of Chief Engineer, PHED Journalist Colony Hyderabad Telephone: 022-9210410 Fax No: 022-9210411</p> <p>Proposals must be submitted no later than the following date and time: Date: 20-06-2018 Time: 12:00 pm</p>
6.	1.6	<p>Expected date for commencement of consulting services After one week of award of contract</p>
7.	3.1	<p>The firm/ JV/ Association (including all partners of the JV or association) finally selected for the feasibility study, preliminary engineering design, etc. will not be allowed to participate in the design-Build PPP contract of the project.</p>
8.	5.1	<p>Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs. 2.5 million</p>

9.	6	<p>Eligibility of Consulting Firms: The Mandatory Eligibility requirements for the Consulting Firms are as follows:</p> <ol style="list-style-type: none"> 1. Duly registered / Licensed by Pakistan Engineering Council as Consulting Engineers for the ending upto June 2018 or beyond having Project Profile Codes 1204. (In case of a JV or association of consultants, the Lead Firm shall have to fulfill the above criteria). A PEC License within 90 days of expiry can be accepted provided the bidder also provides a proof that the firm has already applied for renewal of registration within the time limit prescribed by PEC COPY OF PEC LICENSE OR PROOF OF APPLICATION FOR RENEWAL MUST BE SUBMITTED. 2. Not having been blacklisted by any government semi-government department, agency, autonomous body, or other clients. 3. Valid Registration with FBR and SRB (registration proof to be attached).
10.	9.1	Proposals must remain valid for 90 days after the submission date.
11.	10.1	<p>Clarifications may be requested not later than 07 days before the Submission date</p> <p>The address for requesting clarification is: Chief Engineer, Office of Chief Engineer, PHED Journalist Colony Hyderabad Telephone: 022-9210410 Fax No: 022-9210411</p>
12.	11.2	The estimated number of professional staff-months required for the assignment is: As given in Section 5 (Terms of Reference).
13.	12.	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
14.	13.1	The format of the Technical Proposal to be submitted is Full Technical Proposal FTP
		<p>Eligibility, Responsiveness & Qualification Criteria: 13.1 (a) Eligibility & Responsiveness Criteria:</p> <ol style="list-style-type: none"> 1. The applicant (or the lead firm in case of a JV or association of consultants) must be a registered / licensed Consulting Engineering Firm from Pakistan Engineering Council with a valid license for the year ending upto June 2018 or beyond with Project Profile Codes 1204. A PEC License within 90 days of expiry can be accepted provided the bidder also provides a proof that the firm has already applied for renewal of registration within the time limit prescribed by PEC. COPY OF PEC LICENSE OR PROOF OF APPLICATION FOR RENEWAL MUST BE SUBMITTED. 2. The applicant (all firms in case of a JV or association of consultants) must not be blacklisted from any government / semi-government department, agency, autonomous body, or other clients. An affidavit on stamp paper of Rs. 50/- that the firm is not blacklisted by any government / semi-government department, agency, autonomous body or other clients. (Separate affidavits

		<p>for all firms in case of JV or association).</p> <p>3. Details of litigation / arbitration in last ten years with result thereof. If no litigation / arbitration, an affidavit in this regard should be submitted by the applicant (or all partners in case of a JV or association) on stamp paper of Rs. 50.</p> <p>4. Valid Registration with FBR & SRB (registration proof to be attached).</p> <p>5. All information required in the RFP is submitted.</p> <p>NOTE: ALL DOCUMENTS MENTIONED ABOVE MUST BE SUBMITTED WITH THE PROPOSAL. Applicants will be declared as non-responsive and their proposals will not be evaluated further if the above documents are not attached with the application or PEC licensing requirements are not met. In such a case, their financial proposals shall be returned unopened as per SPPRA Rules.</p>
	13.1 (b)	Qualification Criteria:
S no	Criteria	Marks
A	Profile of Firm	Max: 14 Marks
(i)	Name, address, telephone, fax numbers and e-mail address of firm;	<i>01 Mark for every 01 years since establishment</i>
(ii)	Ownership and Organizational Structure of the firm.	
(iii)	Year of establishment;	
B	Experience and past performance <i>Performance certificates of assignments/ work orders/ agreements or any other proof are to be attached for each assignment</i>	
(i)	List of assignments showing extensive experience in design of Sewerage / Drainage Master Plan of Urban areas.	<i>05 Marks for every city/area of minimum 2 lac population</i> Max: 30 Marks
(ii)	List of assignments showing experience in design of city network of water supply system based on 24/7 water supply system	<i>05 Marks for every city/area of minimum 2 lac population</i> Max: 25 Marks
(ii)	List of assignments showing extensive experience of design of waste water treatment ponds (Oxidation Ponds) involving anaerobic, facultative and maturation ponds	<i>04 Marks for each Oxidation Pond Designed</i> Max: 16 Marks
C	PROPOSED PROJECT TEAM	Max: 15 Marks
	<p>Key professional Staff qualifications & competence for the assignments: The applicant should demonstrate that the proposed project team is from the personnel available with them on a permanent basis. The CVs of the key professionals and team members must be submitted with the proposal. PA may ask the applicant (Consulting Firm) to provide Copies of Tax payment challans against the salary or other proof for each or any individual claimed by the Firm in order to be considered for evaluation of these personnel. Failure to provide the Tax Challans or required proof (by PA) shall render the claimed individual to be excluded from the evaluation process.</p>	

MINIMUM STAFF REQUIRED

S. No.	Position	Qualification / Experience required	Max: Marks
1	Project Manager / Team Leader	Civil Engineering with Masters in Engineering having minimum 30 years related experience in Public Health Engineering Works	04
2	Senior Engineer (Public Health)	Masters in Engineering / B.E. (Civil) Engineering with 07/10 years related experience.	02
3	Chief Surveyor	Bachelors in Civil Engineering / B-Tech (Civil) Engineering with minimum 07 years of related experience	02
4.	Structure Design Engineer	Masters in Civil Engineering/Structures mini with minimum 07 years of related experience	02
5.	Hydrology / Hydraulic Design Engineer	Masters in Engineering / Bachelors Engineering with 07 / 10 years of experience	02
6.	Field Surveyors (3 Nos.)	Diploma in Civil Engineering with 05 years of minimum experience in the field	03 (01 mark each)
7.	CAD Operators	Diploma in Civil Engineering with 05 years of minimum experience in the field	As per requirement
8.	Support staff	As per requirement	
			20 Marks

Notes:

1. Only one individual shall be evaluated for each position given above.
2. Only those individuals shall be evaluated who have the requisite qualifications and overall experience mentioned against each category of personnel. As such, the qualification and overall experience shall be used to determine the eligibility of the individual to be evaluated

	TOTAL MARKS (A+B+C)	100
	<p>The Qualification Criteria</p> <ol style="list-style-type: none"> 1. In order to qualify to be shortlisted for the financial bidding, the applicant shall secure: Overall 75% or more Marks. 2. Those applicants who EITHER fail to secure 75% or more overall marks shall not be considered qualified and their financial proposal shall be returned un-opened as per SPPRA rules 3. Any false information provided by the applicant firms may result in disqualification. 	
13.2 (vii)	Training is a specific component of this assignment: No ✓	
14.1	<p><i>List of the applicable Reimbursable expenses in local currency;</i></p> <p>The successful consultant shall be paid on lump sum basis (all inclusive) as per his approved lowest evaluated bid. No additional reimbursement can be claimed on whatever pretext.</p> <p style="text-align: center;">FOLLOWING IS NOT APPLIACBLE</p> <p>(1) A per diem allowance in respect of the personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purpose of the services;</p>	

	<p>(2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and most direct practicable route;</p> <p>(3) Cost of office accommodation, investigations and surveys;</p> <p>(4) Cost of applicable international or local communication such as the use of telephone and facsimile required for the purpose of Consulting Services;</p> <p>(5) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purpose of Consulting Services;</p> <p>(6) Cost of printing and dispatching of the reports to be produced for Consulting Services;</p> <p>(7) Other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) Cost of such further items required for purposes of the Services not covered in the foregoing.</p> <p>It should be noted by the applicants that it is Pak Rupees procurement and all prices are to be quoted in Pakistan rupees only. The PA shall pay to the successful consultants in Pakistan rupees only. The PA shall enter into a contract with the successful consultants on a Lump Sum basis for Feasibility stage.</p>
15.1	<p>Amounts payable by the Procuring Agency to the consultant under the contract to be subjected to local taxation, stamp duty and service charges: YES</p> <p>The consultants should quote their fee inclusive of all the taxes applicable on them except the Sindh Sales Tax on Services which shall be quoted separately in addition to the quoted fee of the consultants.</p>
16.2	<p>Consultant must submit the one original and <u> 1 </u> copy of the technical proposal, and the original of the financial proposal.</p>
19.4	<p>The system for Combined Evaluation of Technical & Financial Proposals under the Least Cost Selection Method (LCS) shall be as follows:</p> <p>a. . . Overall 75% or more Marks to be qualified</p> <p>Technical proposal = > 75%</p> <p>Technically qualified firms shall participate in Financial Bidding and the lowest quoted Financial Proposal of a Technically qualified firm shall be awarded the work</p>

20.1	Expected date and address for contract negotiations: If required, negotiations will be held in accordance with Rule 79 and other relevant provisions of Public Procurement Rules 2010 / as provided in Section 2 - Instruction to Consultants.
24.2	Successful consultant is required to submit performance security in form as required by SPPRA Rules equivalent to 2% of the contract amount

NOTE: ALL BIDDERS ARE REQUIRED TO SIGN AND STAMP EACH AND EVERY PAGE OF THE BIDDING DOCUMENT BEFORE SUBMISSION.

SECTION - 3

TECHNICAL PROPOSALS - STANDARD FORMS

TECHNICAL PROPOSAL - STANDARD FORMS

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A On the Terms of Reference

B On the Counterpart Staff and Facilities

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

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Experts

TECH-7 Personnel Schedule

TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

To,

Chief Engineer
Public Health Engineering Dept
Govt of Sindh Hyderabad

Dear Sir,

We, the undersigned, offer to provide the consulting services for “**PROCUREMENT OF CONSULTANCY SERVICES FOR DESIGN REVIEW AND SUPERVISION OF WATER SUPPLY, DRAINAGE SCHEMES AND OXIDATION PONDS TO ELIMINATE URBAN SEWAGE DISCHARGING IN IRRIGATION CANALS IN SINDH**” in accordance with your Request for Proposal dated _____, 2018 and our Proposal dated _____ 2018. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.¹

We are submitting our Proposal in association with/as a Joint Venture: *[Insert a list with full name and address of each joint venture partner or sub-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 personnel. 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 Clause 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 or Joint Venture is proposed.]*

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 the Consultant and, if applicable, Sub-Consultant and each joint venture partner for this assignment.]

B: CONSULTANT'S EXPERIENCE

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

Assignment name:	Approx. value of the contract (in current PKR or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Procuring Agency:	Total No of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current PKR or US\$):
Start date (month/year): Completion date (month/year):	N ^o of professional person-months provided by the joint venture partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	Name of senior regular full-time employees ³ 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 in the assignment:	

FIRMS NAME:- _____

³ Regular full-time employee as defined in para.3.3(ii), footnote 2 of Section 2:

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

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 others, 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 Client according to Clause Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, and etcetera.]

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 (maximum of 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

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 Client), 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 personnel.

FORM TECH-5 TEAM COMPOSITION, TASK ASSIGNMENTS

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

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

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

2. **Name of Firm** *[Insert name of firm proposing the expert]:* _____

3. **Name of Expert** *[Insert full name]:* _____

4. **Date of Birth:** _____ **Citizenship:** _____

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

6. **Membership in Professional Associations:** _____

7. **Other Trainings** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. **Countries of Work Experience:** *[List countries where expert 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 expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

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

Employer: _____

Positions held: _____

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

13. Certification:

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

[Signature of expert or authorized representative of the firm] Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE

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

- 1 For Professional Staff the input should be indicated individually for support staff it should be indicated by category
 - 2 Months are counted from the start of the assignment. For each staff indicate separately the input for home and field work.
 - 3 Field work means work carried out at a place other than the consultant's home office
- Full time input Part time input

FORM TECH-8 WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	13
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														

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

SECTION 4
FINANCIAL PROPOSAL - STANDARD FORMS

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

FIN-1 *Financial Proposal Submission Form*

FIN-2 Summary of Costs

FIN-3 Remuneration (Not Applicable)

FIN-4 Breakdown of Reimbursable Expenses (Not Applicable)

Appendix: Instructions for preparing Financial Proposal Forms FIN-1 to FIN-4

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,
Chief Engineer
Public Health Engineering Dept
Govt of Sindh
Hyderabad

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Hiring of Consulting Firm for **PROCUREMENT OF CONSULTANCY SERVICES FOR DESIGN REVIEW AND SUPERVISION OF WATER SUPPLY, DRAINAGE SCHEMES AND OXIDATION PONDS TO ELIMINATE URBAN SEWAGE DISCHARGING IN IRRIGATION CANALS IN SINDH** in accordance with your Request for Proposal dated _____ 2018 and our Technical Proposal. Our attached Financial Proposal is for _____ %age of total cost of the Engineering Works for Design and Supervision Phases.

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.

Commissions and gratuities if 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 in Pak Rupees	Purpose of Commission or Gratuity
_____ Not Applicable _____	_____ Not Applicable _____	_____ Not Applicable _____
_____	_____	_____
_____	_____	_____

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 in Form FIN-2.

FORM FIN-2 SUMMARY OF COSTS

DESIGN PHASE

ITEM	UNIT	COST (Pak Rupees)
Survey, Re-planning, Feasibility Studies and Preparation of PC-I for Water Supply, Drainage Schemes and Oxidation Ponds	Percentage	___ % of Total Project Cost
TOTAL COST		

SUPERVISION PHASE

ITEM	UNIT	Supervision Fee
Providing detailed supervision during execution of works	Percentage	___ % of Total Project Cost
TOTAL COST		

Signed and Stamp of Consultant

Note: In case of Joint Venture all members of JV have to sign.

FORM FIN-3. BREAK DOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ²	Description: ³		
	[Indicate Foreign Currency#1] ⁴	[Indicate Foreign Currency#2] ⁴	[Indicate Foreign Currency#3] ⁴ [Indicate Local Currency]
Cost component	Cost		
Remuneration ⁵			
Reimbursable Expenses ⁵			
Subtotals			

Not Applicable

- Form FIN-3 shall be used at least once for each activity. The work performed under the contract shall be broken down into activities. Some of the activities require different mode so billing and payment (e.g., design, construction, etc.). For each activity, the consultant shall fill a separate form FIN-3 for each activity. For each activity, the consultant shall indicate the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total of all Subtotals of all Forms FIN-3.
- Names of activities and currencies whose cost break down is provided in this Form.
- Short description of activities whose cost break down is provided in this Form.
- Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 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. BREAK DOWN OF REMUNERATION¹

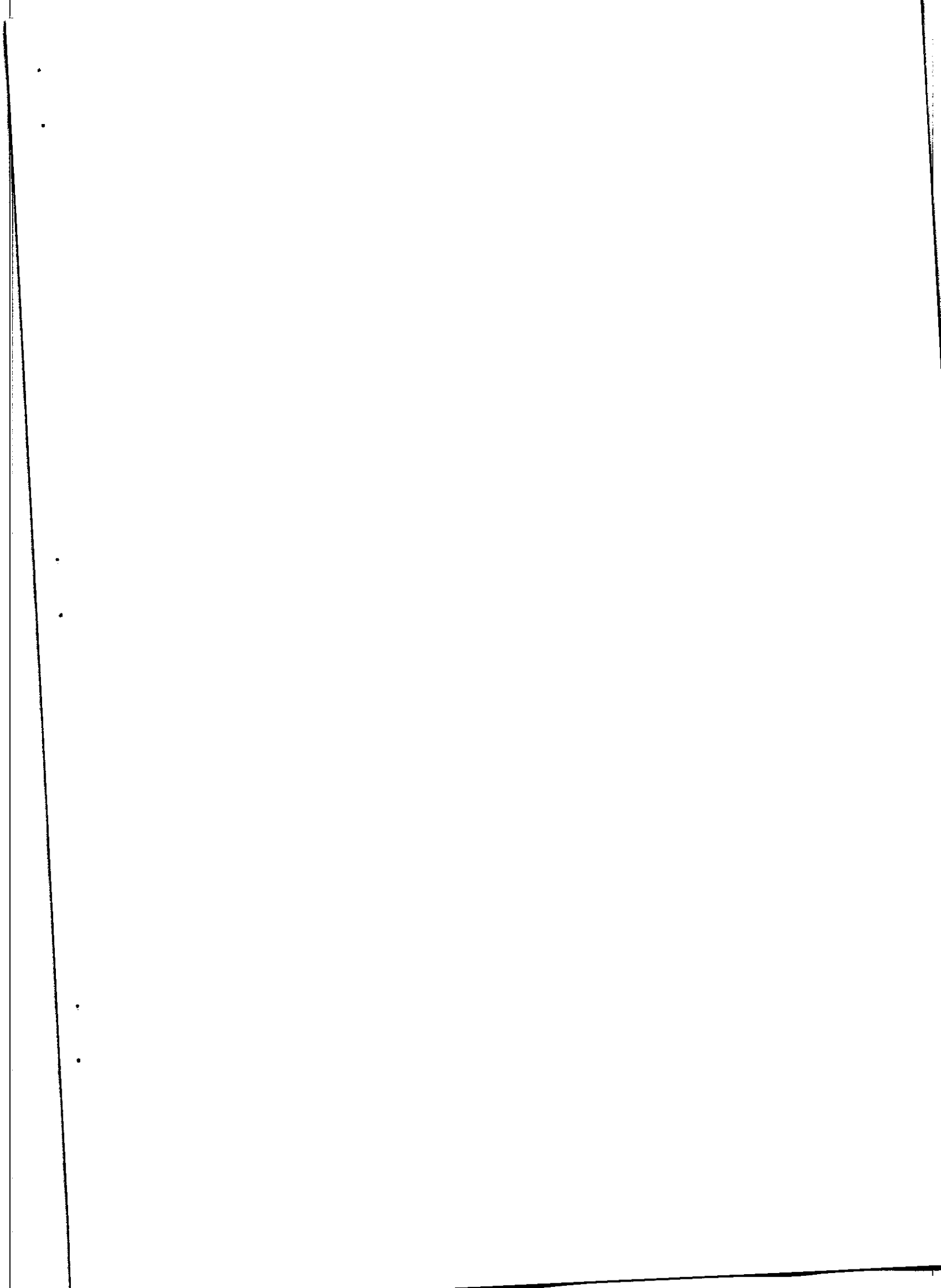
(NOT APPLICABLE)

(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)

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

Not Applicable

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 FormTECH-5.
4. Indicate separately staff-month rate and currency for home and fieldwork.
5. Indicate separately for home and fieldwork, 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 EXPENSES¹
(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 ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency#1] ⁴	[Indicate Foreign Currency#2] ⁴	[Indicate Foreign Currency#3] ⁴	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontract							
	Local transportation							
	Office of General Assistance							
	Training of Personnel ⁶							
Total Cost								

Not Applicable

1. 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. Indicated 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.
 $Cost = Unit\ Cost \times Quantity$
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. BREAK DOWN 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 Procuring Agency) – Not Applicable

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of re-		
	Equipment, instru- ments, materials,		
	Shipment of personal effects		
	Use of computers, softwa		
	Laboratory		
	Subcontract		
	Food transportation cost		
	Office rent, clerical assistance		
	Training of the PA's personnel		

Not Applicable

- 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 NEGOTIATIONS – BREAKDOWN OF REMUNERATION RATES

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

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Social Costs

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

(iii) Cost of Leave

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

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

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

It is important to note that leave can be considered a social cost only if the Procuring Agency 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, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Agency does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(v) Fee or Profit

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

(vi) Away from Headquarters Allowance or Premium

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

(vii) Subsistence Allowances

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

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

2. Reimbursable expenses

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

3. Procuring Agency Guarantee

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

Sample Form

Consulting Firm:
Assignment:

Country:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

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

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

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

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

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

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

Not Applicable

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

Section - 5
Terms of Reference

PROCUREMENT OF CONSULTANCY SERVICES FOR DESIGN REVIEW AND SUPERVISION OF WATER SUPPLY, DRAINAGE SCHEMES AND OXIDATION PONDS TO ELIMINATE URBAN SEWAGE DISCHARGING IN IRRIGATION CANALS IN SINDH

Terms of Reference

1. The Project area comprises on 15 Districts of Sindh and 41 Locations.
2. The consultants will report to the Chief Engineer PHED Hyderabad for accurate preparation and timely delivery of the required reports, surveys, drawings, design, feasibility report, PC-I, Tender Documents and other necessary documents/outputs in accordance with the program of work.
3. The consultants will obtain the specific approval of the Chief Engineer PHED Hyderabad for each stage of work before proceeding to the next stage.
4. At the end of the each stage work the consultants will have to submit their consolidated reports recommendations and other pertinent documents to the Chief Engineering PHED.
5. The consultants shall carryout detailed study and would submit comprehensive planning details, drawings, design and PC-I for the project.
6. The consultants would investigate the existing position / locations of all the oxidation ponds and propose any rehabilitation or improvement works and/or relocation of the same including the cost estimates of the works along with design and drawings.
7. The consultants will also investigate / examine the infrastructure existing Sewerage Treatment Plants, Pumping Stations, Trunk Sewers and Rising Mains, to facilitate the inhabitants of areas .
8. The consultants in their study would consider future population growth of the concerned district.
9. Conclusively the consultants is required to take up new proposals under immediate action plan such as construction and rehabilitation of existing Treatment Plants and other infrastructure.

10. After thorough examination and completing all required exercise investigation technical studies engineering analysis the cost benefit analysis and the economic moreover after formal approval of these studies consultants would prepare and provide required copies of PC-I.
11. Consultants would be required to arrange presentation before different forums till finalization of the feasibility study report and preparation of PC-I.

The time for completion of the assignment from the date of start to the submission will be six (06) months for Design Phase only.

- Key Personnel Qualification & Experience:

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

S. No.	Position	Nos.	Months	Total MMs
1	Project Manager / Team Leader	01	06	06
2	Senior Engineer (Public Health)	01	06	06
3	Chief Surveyor	01	06	06
4.	Structure Design Engineer	01	06	06
5.	Hydrology / Hydraulic Design Engineer	01	06	06
6.	Field Surveyors	03	06	18
7.	CAD Operators	03	06	18
8.	Support Staff as required			

TENTATIVE SCHEDULE OF DELIVERABLES AND MODE OF PAYMENTS

Sr.	Description	Pay-ments (in %)	Proposed / Tentative Time-lines after the signing of the contract	No. of Copies
1.	Submission of request for mobilization advance and required guarantee			6 Hard Copies of all Reports and 2 Soft copies of all reports in shape of DVDs
2.	Inception Report based on Surveys, Investigations, Data Collection in the field & Analysis of Data	15	02 weeks from commencement date	
3.	Submission of Concept Design Report	15	03 weeks from commencement date	
4.	Submission of Preliminary Engineering Design Report	25	04 weeks from commencement date	
5.	Review of Preliminary Engineering Design Report by WASA	25	Within 02 weeks of submission	
6.	Submission of Final Feasibility Report and PC-I alongwith Tender Documents	20	Within 08 weeks of commencement date	

Note: Consulting Firm shall be responsible for preparation of Draft PC-I and revised and / or modified PC-I, if required (till final approval by the competent forum).

General Conditions of Contract

1. General Provisions

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

- (a) "Applicable Law" means the Law of the Government of Pakistan
- (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, non-governmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents as listed in Clause 1, that is General Conditions and Special Conditions and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services of the consultant, 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 PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Balochitan.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/ association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.

- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract
- (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 laws.

1.3 Language

The Contract shall be executed in language specified in 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 specified in special condition of the contract and, where the location of particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture of more than one individual firms, the Member hereby authorize an 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 Procuring Agency.

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 Procuring Agency 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 Laws as specified in SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

- A. If the Procuring Agency 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 Procuring Agency 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

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.

B. Integrity Pact

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 Section 6, Annex -A, 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 1.9 B Sub-Para (a) and (c).

COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

2.4 Modifications or Variations Any modification or variation of the terms and conditions of this Contract, including any modifications and variations of the scope of Services, may only be made by written agreement between the Parties. However, each party shall give due consideration to any proposals for modifications or variations 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 Termination by the Procuring Agency

The Procuring Agency 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 Termination 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 Procuring Agency 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 Procuring Agency 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.

2. 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 Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Procuring Agency, 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 Procuring Agency, 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 Procuring Agency'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 the TORs 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 interest Appendix) hereto, in the form, in the numbers and within the time period set for in the said Appendix.
 - b Final reports shall be delivered in CD ROM and USB in addition to the hard copies specified in the said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the PA**
- a All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
 - b The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

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

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

3. 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 the Services of the Consultant's Key Personnel in Bid Data Sheet. The

4.2 Removal and/or Replacement of Personnel

a Except as the Procuring Agency 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 Procuring Agency 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 Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

- 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 Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions if 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 payable by the consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC

6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Procuring Agency shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

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

6.2 Lump Sum 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 TORs. 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 to be provided in Appendices D and E.

6.5 Terms and Conditions of payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix-G hereto,

or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

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

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

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	Public Procurement Act and SPPRA Rules 2010
1.3	The language is English.
1.4	<p>The addresses are:</p> <p>Procuring Agency:</p> <p><u>Chief Engineer</u> <u>Public Health Engineering Dept Govt of Sindh</u> <u>Journalist Colony Hyderabad</u> <u>Telephone: 022-9210410</u> <u>Facsimile: 022-9210411</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
1.5	The location is Hyderabad.
1.6	The member in charge is _____
1.7	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: <u>Chief Engineer, Public Health Engineering</u> <u>Dept Govt of Sindh Hyderabad</u></p>
1.8	The Procuring Agency will deduct all applicable taxes at source without reimbursement.
2.1	The Effectiveness date is <i>(Date of Award of Contract)</i>
2.2	The date of commencement of services is <i>(As per Award of Contract)</i>
2.3	The time period shall be <i>(As per Award of Contract)</i>
3.4	<p>The risks and the coverage shall be as follows:</p> <p style="text-align: center;">NONE BY THE PROCURING AGENCY</p>

3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
5.1	<i>Not Applicable</i>
6.1	Performance security equal to 2% in form of pay order, demand draft or bank guarantee shall be submitted by the by the consultants after award of work.
6.3	The Contract price is: As per lowest evaluated bid and mentioned in the letter of <u>Award of Contract</u>
6.5	<p>The payment schedule:</p> <p><i>(Payment of installments shall be linked to the deliverables specified in the Terms of Reference – as per agreement)</i></p>
8.2	Disputes shall be settled by complaint redressal committee define in SPPRA 2010 or through arbitration Act of 1940.

SECTION - 6
STANDARD FORMS OF CONTRACT

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

Without limiting the generality of the foregoing, [name of Consultant] 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 Government, except that which has been expressly declared pursuant hereto.

[name of Consultant] 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 Government and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Consultant] 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 Government under any law, contract or other instrument, be voidable at the option of Government.

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

Name of Procuring Agency: Name of Consultant:
Signature:..... Signature:.....
[Seal] [Seal]