PROJECT MANAGEMENT AND IMPLEMENTATION UNIT
RURAL GROWTH CENTERS
PLANNING & DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH

REQUEST FOR PROPOSAL (RFP)

PROCUREMENT OF SERVICES OF "DESIGN, SUPERVISION & MONITORING CONSULTANCY FIRM/ CONSORTIUM OF FIRMS FOR THE SCHEMES OF RURAL GROWTH CENTERS UNDER POVERTY REDUCTION STRATEGY- PACKAGE I (TALHAR DISTRICT BADIN & GHORABARI, VUR & GARHO DISTRICT THATTA)"

The Project Management and Implementation Unit (PMIU) for Establishment of Rural Growth Centre (RGC) under Poverty Reduction Strategy (PRS), Planning & Development Department, Government of Sindh, to hire a Design, Supervision & Monitoring Consultancy firm/ consortium of firms for the establishment and Implementation of RGCs in Badin and Thatta district.

Terms of Reference (TORs) of the assignment will include the following. The detailed TORs and scope of work are also included in the RFP document.

Design Component	Supervision & Monitoring Component
1. Identification of potential sub-projects; 2. Feasibility Studies of sub-projects, if required; 3. Environmental and Social Safeguard Assessment; 4. Preparation of PCIs of identified sub-projects; 5. Preparation of GIS Base map; 6. Topographic survey; 7. Preliminary Conceptual Designs; 8. Architectural/ Engineering/Urban Designs; 9. Construction drawings; 10. Preparation of bidding documents including tender documents/drawings, BoQs etc; 11. Assist Client in prequalification and selection of Contractors.	1. Construction Supervision and Contract Management; 2. Engineering and Administration; 3. Quality of materials and Works; 4. Measurement and Payment; 5. As-built Drawings and Documentation; 6. Compliance of Environmental and Social (ES) Obligations.

Interested firms / consortia are requested to submit their Technical and Financial proposals on the prescribed RFP through EPADS. Manual bid will not be accepted. The RFP document may also be downloaded from following websites www.urbandirectorate.gos.pk and www.portal sindh.eproure.gov.pk

Tender Fee along with Pay Order / Bank Draft of Rs. 5,000/- (Non-Refundable) and Bid Security of 2% of the bid price in favour of the "Project Management and Implementation Unit (PM&IU) for Establishment of Rural Growth Centre (RGC) under Poverty Reduction Strategy (PRS)", Planning & Development Department, Government of Sindh are to be submitted physically at the following address not later than 3:00 p.m. on 05th December, 2024.Tenders shall be opened at 3:30 p.m. on 05th December, 2024 through EPADS. Please note that the selection of the firm / consortium of firms shall be made as per SPPRA Rules 2010 (amended up to date).

Note: (I)-In case the date of submission and opening of Proposals is declared as a public holiday by the Government due to any reason, the next official working day shall be considered to be the date of submission and opening of Proposals at the same time and venue.

(II)-Pre-bid meeting will be held on 18th November, 2024 at 2:00PM at the following address.

Project Director,
Project Management and Implementation Unit (PMIU)-RGC,
Planning and Development Department, Govt. of Sindh.
Bungalow No. 37 E/2, P.E.C.H.S., Block 6, Karachi, Pakistan.
Phone No. 02199330207-09 Website: www.urbandirectorate.gos.pk email: info@urbandirectorate.gos.pk

DIRECTORATE OF URBAN,
REGIONAL POLICY & STRATEGIC PLANNING
P & D DEPARTMENT GOVERNMENT OF SINDH

REQUEST FOR PROPOSALS (RFP)

FOR

"HIRING OF DESIGN, SUPERVISION & MONITORING CONSULTANCY FIRM FOR THE SCHEMES OF RURAL GROWTH CENTRES UNDER POVERTY REDUCTION STRATEGY OF PACKAGE 1 (TALHAR IN DISTRICT BADIN AND GHORABARI, VUR & GARHO IN DISTRICT THATTA)"

PROJECT MANAGEMENT AND IMPLEMENTATION UNIT (PMIU) FOR ESTABLISHMENT OF RURAL GROWTH CENTRE (RGC) UNDER POVERTY REDUCTION STRATEGY (PRS), PLANNING & DEVELOPMENT DEPARTMENT, GOVERNMENT OF SINDH

November-2024

FOREWORD

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

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Introduction

Government of Sindh has notified Poverty Reduction Strategy (PRS) in 2018 with the support from European Union. The Directorate has been assigned the role of the Project Management and Implementation Unit (PM&IU) for two key aspects of the PRS: addressing urban poverty and establishing Rural Growth Centers (RGCs) in four districts of Sindh namely Thatta, Badin, Tharparkar, and Larkano. The focus is on the Establishment & Implementation of Rural Growth Centers (RGCs).

The development of Rural Growth Centers (RGCs) in '**Talhar**' is identified as proposed RGCs in district **Badin** and '**Ghora Bari, Vur, and Garho**' in district **Thatta** by the competent authority, the Chief Minister, Sindh.

The Project Management and Implementation Unit (PM&IU), P&DD, Government of Sindh is publishing this Request for Proposal (RFP) document to invite Technical and Financial Proposals from the interested firms for "Hiring of Design & Supervision Consulting Firm for Rural Growth Centers '**Talhar**' of district **Badin** and '**Ghora Bari, Vur, and Garho**' of district **Thatta** under Poverty Reduction Strategy for Sindh".

The approved "Proposed Roadmap for Implementation of the Sindh Poverty Reduction Strategy" entails that for Strategy II "Addressing Urban Poverty "& Strategy III "Rural Growth Centers/ ServiceHubs", the Directorate of URPSP will look after and manage its working processes.

Rural Growth Centers, or 'Service Hubs'

- This strategy consists of a new approach in the way forward to address rural poverty and development. This involves identification of locational focal points or villages that can serve as a center for improved facilities and provision of services to the surrounding clusters of villages
- The intention is to consolidate services and facilities in these hubs, to provide growth and development opportunities.

Key Program Focus and Interventions

Sindh is characterized by many villages and small settlements dispersed across the province. It is a feature of rural poverty and the feudal agricultural economy. Providing opportunities for economic development and supporting the rural population with enhanced opportunities to improve their situation through gains in incomes and asset development, and a better quality of life through improved infrastructures and access to facilities and services, is very difficult.

The conceptual underpinnings of Strategy 3 – rural growth centers – include the following key points:

1. Identifying clusters of villages within specified proximity to each other & identifying a growth/service hub within the cluster where economic activities/resources and services can be concentrated - to ensure opportunities for development, allow for economies of scale and improvement of services/facilities through consolidation.

2. The concept is essentially about 'centralizing at a decentralized level'.

3. The growth centers will contribute to the creation of opportunities for raising household incomes by:

    - Providing the potential for savings on avoidable household expenditures, via improved access to services and facilities
    - Reducing transaction costs
    - Fiscal savings for the Government, through consolidation of services

4. Creation of a rural hub is a supply side development that is likely to have a catalytic effect on promotion of economic activities. Service delivery from such a hub is a demand side development expected to follow.

5. Sectors focused under Rural Growth Center (RGC) Establishment includes:

    - Housing and village up-gradation plan includes internal roads, drains, water supply, parks, religious places. (Local Government, Public Health sectors)
    - High school for students from villages in the cluster (Education sector)
    - Vocational center and other community facilities, such as RSP Center (Education sector)
    - Rural Health Centre (Health sector)
    - Drinking water plants (Public Health sector).

The detailed Terms of Reference of the assignment are given in **section-5** of this RFP document.

A single local consulting firm / consortium of firms would be hired to perform the above-mentioned tasks. It is estimated that envisaged study will be completed in about 6 months' time from the date of firm's mobilization.

Section 1. Letter of Invitation

Letter of Invitation

Dear Mr. /Ms.:

1. The Project Management and Implementation Unit (PM&IU) for Establishment of Rural Growth Centre (RGC) under Poverty Reduction Strategy (PRS), Planning & Development Department, Government of sindh (hereinafter called "Procuring Agency") now invites proposals to provide the following consulting services:

" Hiring of Design & Supervision Consultancy firm for the schemes of Rural Growth Centres (RGCs) under Poverty Reduction Strategy (PRS) at '**Talhar**'in district **Badin** and '**Ghora Bari, Vur, and Garho**' in district **Thatta**"

The details on the services are provided in the Terms of Reference section of this RFP.

2. This Request for Proposal (RFP) has been addressed to the interested consulting firms / consortium of firms.

3. A firm / consortium will be selected under **Least Cost Method** and procedures described in this RFP, in accordance with the SPP Rules 2010.

4. The RFP includes the following documents:

Introduction
Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Forms of Contract

Yours sincerely,

DR. IMTIAZ BHATTI,
Project Director,
Project Management and Implementation Unit (PMIU)-PRS,
Planning and Development Department, Govt. of Sindh.

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

(a) "Procuring Agency (PA)" means the department with which the selected Consultant signs the Contract for the Services.

(b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals

(c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.

(d) "Data Sheet" means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.

(e) "Day" means calendar day including holiday.

(f) "Government" means the Government of Sindh.

(g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted/Pre-qualified (as the case may be) Consultants with all information needed to prepare their Proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.

(i) "Proposal" means the Technical Proposal and the Financial Proposal.

(j) "RFP" means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.

(k) "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services.

(l) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Agency named in the Data Sheet will select a Consultant (from the short list prepared through Request for Expression of Interest or from list of qualified consultant prepared through prequalification process), in accordance with the method of selection specified in the Data Sheet.

2.2 The eligible Consultants (prequalified/shortlisted) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

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

3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) A consultant that has been engaged by the procuring

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

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.

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

Conflicting Relationships

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

(i) They are on leave of absence without pay;

(ii) They are not being hired by the agency they were working for, six months prior to going on leave; and

(iv) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

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

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

Under Rule 35 of SPPR2010, "The PA can interalia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

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

6. Eligible Consultants

6.1 If a pre-qualification process has been undertaken, as outlined under Rule 27 and 28 of SPPR2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

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

6.3 National consultant in case of NCB (National Competitive bidding) and international consultant in case of ICB International competitive Bidding) shall comply with applicable laws concerning Federal, Provincial & Local taxes and specific eligible parameters defined in the Data sheet, terms of reference ToRs; and consultant from eligible source countries (for ICB) as defined under the rules, laws statues or relevant instructions of Federal/Provincial Government are eligible.

7. Eligibility of Sub-Consultants A prequalified/shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the pre- qualification/short listing process.

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

9 Proposal Validity

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to

such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

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

10. Clarification and Amendment in RFP Documents

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

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

11. Preparation of Proposals

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

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

12. Language

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

13. Technical Proposal Format and Content

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

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

16. Submission,

16.1 Proposal shall contain no interlineations or overwriting.

Receipt, and Opening of Proposals

Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

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

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

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

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

18.1 Notwithstanding any method used pursuant to Rule 36 (a-d) of PPR 2010, the evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-

criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.
In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

Public Opening and Evaluation of Financial Proposals: (QCBS, Fixed-Budget, and Least-Cost Selection Methods Only)

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

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

19. Evaluation of Financial Proposals

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

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

19.3 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according

to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations. However in least cost the technically qualified consultant with lowest proposed cost shall be selected.

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

20. Negotiations

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

21. Technical negotiations

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

22. Financial negotiations

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

23. Availability of Professional

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA

staff/experts

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

24. Award of Contract

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

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

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

25. Confidentiality

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

26. Clarification of Proposals

No bidder shall be allowed to alter or modify his proposals after the expiry of deadline for the receipt of proposals.

(i) Provided that Procuring agency may ask the bidders for clarifications needed to evaluate the proposals but shall not permit any bidder to change the substance of price of the proposal.

(ii) Any request for clarification in the proposal, made by the procuring agency, shall invariably in writing. The response to such request shall also be in writing

Data Sheet

Clause Reference	
1.1	Name of the Assignment: " Hiring of Design, Supervision & Monitoring Consultancy firm for the schemes of Rural Growth Centres (RGCs) under Poverty Reduction Strategy (PRS) of Package I ('T**alhar'** in district **Badin**, and 'G**hora Bari, Vur, and Garho**' in district T**hatta)** The Name of the PA's official (s): Project Director, Project Management and Implementation Unit (PMIU) of RGC under Poverty Reduction Strategy (PRS), Planning & Development Department, Government of sindh. Address: Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi. Telephone: 021-99330207-09 E-mail: info@urbandirectorate.gos.pk
1.2	The method of selection is: **Least Cost Method**. The Edition of the Guidelines is: The Sindh Public Procurement Rules, 2010. The procedure for opening of proposals will follow the principles of SPPRA Single Stage-two envelope procedure, which is presented as follows:- (i) Proposals must be submitted on the prescribed RFP through EPAADS (ii) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance in the RFP, without reference to the price and reject any Technical Proposal which manifests material deviation from the specified requirements. (iii) During the technical evaluation no amendments in the technical proposal shall be permitted. After the evaluation and approval of the TECHNICAL PROPOSAL, the procuring agency, shall at a time within the bid validity period, publicly open the FINANCIAL PROPOSALS of the technically qualified firms at a time, date and venue announced and

	communicated to the Consultants in advance for the attendance of their authorized representative duly notified in advance.
1.3	Financial Proposal to be submitted together with Technical Proposal: Yes (The Financial Proposal should mention the Consultancy cost of Design & Supervision/Monitoring separately).
1.4	The PA will provide the following inputs and facilities: Dedicated staff for liaison & coordination.
1.5	Proposals must be submitted no later than the following date and time on the prescribed RFP through EPAADS. Manual bid will not be accepted. The RFP document may also be downloaded from following websites: www.urbandirectaorate.gos.pk www.portalsindh.eproure.gov.pk Technical and Financial Proposals must be submitted till **5th December, 2024** not later than 3:00 PM and technical proposal shall be opened at 3:30 PM. on same date and venue (Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi).
1.6	Expected date for commencement of consulting services for design: **Within 15 days** after signing of contract
9.1	Proposals validity shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
9.2	The consultants shall submit bid security of 2% of the bid price along with financial proposal, in form of pay order / bank draft, and in favor of the "**Project Management & Implementation unit for establishment of Rural Growth Centre under Poverty Reduction Strategy, Planning & Development Department, Government of Sindh".**
10.1	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: Office of the Project Director, Project Management and Implementation Unit (PM&IU) of RGC under Poverty Reduction Strategy (PRS), Planning & Development Department, Government of sindh. Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi. Telephone: 021-99330207-09 E-mail: info@urbandirectorate.gos.pk

<table>
<tr><td>12</td><td>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.</td></tr>
<tr><td>6.1</td><td>Not Applicable.</td></tr>
<tr><td>11.2</td><td>The estimated number of professional staff-months required for the design assignment of 6 months is: 44.0 including person months of support staff.

However, the estimated number of professional staff-months required for the supervision/monitoring assignment of 36 months is: 412 including person months of support staff.</td></tr>
<tr><td>13.1</td><td>The format of the Technical Proposal to be submitted is: Full Technical Proposal</td></tr>
<tr><td>13.2 (vii)</td><td>Training is specific component of this assignment

No.</td></tr>
<tr><td>15.1</td><td>Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable Yes</td></tr>
<tr><td>16.2</td><td>Consultant must submit Technical Proposal and Financial Proposal on EPADS.</td></tr>
<tr><td>13.1</td><td>The evaluation committee appointed by the Client shall carry out its evaluation. There are three essential elements for judging the capability of any firm to perform credibly on a given project. These are its previous experience on similar & general projects, its professional staff having the specific expertise to meet its obligations during the assignment & approach/methodology of consultant and its financial capability. The weight-age of the respective component shall be as under;
<table>
<tr><th>#</th><th>Component</th><th>Weightage</th></tr>
<tr><td>1</td><td>Experience on similar & general projects</td><td>20</td></tr>
<tr><td>2</td><td>Quality of Staff</td><td>60</td></tr>
<tr><td>3</td><td>Approach & Methodology</td><td>20</td></tr>
<tr><td></td><td>TOTAL</td><td>100</td></tr>
</table>
Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

Experience on similar & General Projects
i. Similar Projects (Completed) 20 Marks

Four (04) infrastructure projects including buildings, roads, hospitals, water and drainage completed during last 10 years. The project consultancy cost must be</td></tr>
</table>

more than Rs. 200 million to get the points. The consultancy cost which are less than Rs.200 million will not be considered for points in this category. Attached Workorder or completion certificates

Similar Projects	
Number of Projects	**Weightage**
1	25%
2	45%
3	75%
4	90%
5	100%

(ii) Key professional staff qualifications and competence for the assignment:

Design Component		
#	**Key Staff**	**Marks**
1	Team Leader/Project Manager (1)	10
2	Sr. Urban Planner/ Architect (1)	4
3	Senior Structural Design Engr (1)	4
4	Senior Municipal Services Engr (1)	2
5	Senior Roads &Transportation Engineer (1)	2
6	Sr. Electrical Engr (1)	2
7	Sr. Mechanical Engr (1)	2
8	GIS Specialist (2)	4
9	Jr, Structural Design Engr (2)	2
10	Environmental Specialist (2)	2
11	Procurement & Contract Management Specialist (1)	4
Supervision/Monitoring Component		
1	Chief Resident Engineer (1)	10
2	Assistant Resident Engineer (1)	6
3	site inspector road (2)	2
4	site inspector building (2)	2
5	site inspector municipal (2)	2
	Total	**60**

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications 30%
(Including registration with relevant professional bodies.)

2) Adequacy for the assignment 60%

	3) Experience in region and language 10% Total weight: 100% **ii. Adequacy of the proposed methodology and work plan in responding to the ToRs** Technical Approach and Methodology (10) Work Program (5) Staffing Schedule (5) The minimum technical score (St) required to pass is: **70** Points The Procedure of open competitive bidding will be single stage – two envelope. The type of contract will be **Lump Sum Contract (Deliverable based) for the Design Component**. However, for the **Supervision** Component, the mode of payment will be decided at the time of the execution of projects. In addition, the consultants will be required to submit the following, along with their technical proposal, for being "Eligible" for further evaluation process. i. Average annual turnover (For the last three years duly certified) should not be less than PKR 100 million; ii. Affidavit that consultants have never been black listed; iii. Firms' Litigation History; iv. Firms' valid NTN, GST & SRB Registration Certificates; v. Firms' Incorporation Certificates and Registration certificate with PEC vi. Experts' registration with relevant professional bodies vii. Certificate that key professional staff for the proposed assignment will be available during the assignment **viii. Client's Completion satisfaction certificates (Performance Reports) at-least ten relevant assignments/Projects for design and supervision from the respective Clients carried in last ten years of cost equivalent to PKR 200 Million or above on each project. The duties/ task of the consultant must also be clearly mentioned along with the certificates.**
20.1	Expected date and address for contract negotiations: To be announced later.
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee. The amount of performance security will be equivalent to 10% of the contract amount.

5.1	Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.

Section 3. Technical Proposal - Standard Forms

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

Refer to Reference Paragraph 13.1 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 13.2 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1. Technical Proposal Submission Form 25

Form TECH-2. Consultant's Organization and Experience..... 26

A - Consultant's Organization 26

B - Consultant's Experience 27

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PA 28

A - On the Terms of Reference 28

B - On Counterpart Staff and Facilities..... 29

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment 30

Form TECH-5. Team Composition and Task Assignments 31

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff 32

Form TECH-7. Staffing Schedule[1]..... 34

Form TECH-8. Work Schedule..... 35

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of PA*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

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

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

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

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

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

We remain,

Yours sincerely,

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

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

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

For FTP only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

For FTP Only

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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 Staffing,

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

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

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

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 staff*]: _____

   _____

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

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

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

   _____

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

   _____

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

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

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

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

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

Employer: _____

Positions held: _____

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

13. Certification:

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

_____ Date: _____

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

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE[1]

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

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input Parttime

input

FORM TECH-8. WORK SCHEDULE

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

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 14 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

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

Form FIN-1. Financial Proposal Submission Form 37

Form FIN-2. Summary of Costs.....38

Form FIN-3. Breakdown of Costs by Activity[1] 39

Form FIN-4. Breakdown of Remuneration[1].....40

Form FIN-5. Breakdown of Reimbursable Expenses[1] 41

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of PA*]

Dear Sirs:

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

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

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below[2]:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

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

We remain,

Yours sincerely,

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

Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to
agents relating to this Proposal and Contract execution."

FORM FIN-2. SUMMARY OF COSTS

Item	**Costs**	
	Indicate Foreign Currency	*Indicate Local Currency*
Total Costs of Financial Proposal [2]		

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

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

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase):[2]	**Description:**[3]

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

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

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

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4. BREAKDOWN OF REMUNERATION[1]

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

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

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

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

4 Indicate separately staff-month rate and currency for home and field work.

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 reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel [4]		

1 Delete items that are not applicable or add other items according to Paragraph Reference 14.1 of the Data Sheet.
2 Indicate unit cost and currency.
3 Indicate route of each flight, and if the trip is one- or two-ways.
4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

1. SCOPE OF SERVICES

The overall scope of services comprises of 2 components:

Component-1 includes Design Services

Component-2 includes Supervision &Monitoring Services

Component 1: The overall scope of services comprises of **design component** which includes but not necessarily be limited to the following:

1. Identification of potential sub-projects;
2. Feasibility Studies of sub-projects, if required;
3. Environmental and Social Safeguard Assessment;
4. Preparation of PCIs of identified sub-projects;
5. Topographic survey
6. Preparation of GIS Base map;
7. Preliminary Conceptual Designs;
8. Architectural/ Engineering/Urban Designs;
9. Detailed Design Reports & Construction drawings of each scheme;
10. Preparation of bidding documents including tender documents/drawings, technical specifications, method of statements, BoQs, engineering estimates etc;
11. Assist Client in prequalification and selection of Contractors

The design should be such that it allows completion of the Project within the completion period. Consultants are advised not to waste space, time, money etc. and not design something that shall be hit by lack of construction expertise in Pakistan.

1. Identification of potential sub-projects:

The consultants will identify sub-projects through need assessment and stakeholder consultation at the concerned district level. The activities cover but not limited to the following;

- Identify potential beneficiaries with a particular focus on vulnerable groups; women and youth. Where possible, detailed data such as number of beneficiaries, social characteristics, gender segregated data should be collected.
- Gather relevant data and information of infrastructure, including existing facilities, resources, and services, as well as the needs and demands of the target population.
- Conduct surveys and studies to assess the existing infrastructure's adequacy and identify any gaps or deficiencies.
- Identify key stakeholders that can include clients, concerned administrative departments, district administration, public representatives and local academia, community organizations and NGOs, etc.
- Develop necessary materials for the consultation process including need assessment reports.

- Conduct stakeholder consultation process and schedule meetings and workshops as required. Take detailed notes or record the stakeholder consultations.
- Prioritize Potential Sub-Projects: Evaluate the potential sub-projects and prioritize the sub-projects on the basis of stakeholders' feedback, need assessment.
- The proposed intervention/ sub-projects shall include, but not limited to:

Major and Minor Roads and Streets	Major and minor roads, streets, traffic intersections, junctions, roundabouts, pavements and sidewalks, pedestrian paths, lighting, street furniture, and landscaping.
Wet and Dry Utilities	Wet utilities include water supply networks, sewage and stormwater systems, and water & wastewater treatment plants, electrical networks, gas pipelines, fiber optic networks, and other communication infrastructure.
Social Sector buildings	Education buildings, medical facilities (hospitals, BHUs, RHCs), Public libraries, community centers, municipal markets, public toilets, etc

2. Feasibility Studies of sub-projects:

- The consultant will carry out feasibility studies of sub-projects to determine the viability and practicality of implementing specific interventions.
- It includes evaluating technical, financial, environmental, and social aspects to identify potential risks, benefits, and constraints associated with the proposed sub-projects.
- Feasibility studies will enable client/ decision-makers to make judgments on whether to proceed with the sub-projects.

3. Environmental and Social Safeguard Assessment:

- As per Sindh Environmental Protection Agency (Environmental Assessment) Regulations, 2021, following criteria for the environmental compliance of each project according to its nature and size has to be followed:
- Environmental Screening: A proponent of a project falling in any category listed in Schedule-I shall file environmental Screening checklist with the Agency and the provisions of section 17 shall apply to such projects.
- Initial Environmental Examination (IEE): A proponent of a project falling in any category listed in Schedule-II shall file an IEE with the Agency, and the provisions of section 17 shall apply to such projects.
- Environmental Impact Assessment (EIA): A proponent of a project falling in any category listed in Schedule-III shall file an EIA with the Agency, and the provisions of section 17 shall apply to such projects.
- A project not falling in any category listed in Schedules-I, II and III shall not be required to file an EC, IEE or EIA

4. Preparation of PCIs of identified sub-projects:

- The consultant will prepare PC-Is of identified sub-projects including its objectives, scope, deliverables, timeline, and estimated budget.
- Also describe the potential impact of each sub-project, including its benefits, risks, and sustainability considerations.
- The PCI document should be comprehensive, providing a clear understanding of each identified sub-project and its significance within the broader infrastructure development context.

5. Preparation of Topographic Survey & GIS Base map:

- Use GPS, GNSS, or total stations to capture precise data points for terrain and elevation.
- Conduct measurements at regular intervals and key features to ensure comprehensive coverage.
- Employ drones or aerial photography for high-resolution imagery and photogrammetry.
- Use aerial data to capture extensive coverage of the RGC, especially for inaccessible areas.
- The Consultant shall conduct a land survey, assessment of public spaces, and data collection for the purpose of producing accurate base maps for the purpose of architectural/ engineering/ urban design for the proposed sub-projects.
- The consultants will prepare GIS base maps for identified sub-projects on high resolution (preferably 0.6meter) satellite imagery of area of interest.
- The consultant will also gather relevant data such as topographic maps, aerial imagery, and existing infrastructure data.
- The consultant will also conduct field studies and physical surveys to gather additional information where available information is inadequate.
- The base maps shall capture key information including, but not limited to the following:
  (i) public-private boundaries (e.g. road reservation, boundary lines between public and privately owned buildings, park boundaries etc.);
  ii) pedestrian crossings, curb lines to demarcate between pedestrian sidewalks and road, as well as areas dedicated for parking;
  (iii) building lines, footprints and height;
  (iv) existing street fixtures (e.g. lighting posts, electrical boxes, street furniture, mature trees etc.);
  (v) underground/on-ground services (e.g. sewerage, water, electricity, etc.)
  The base map may identify the baseline of social, economic, and physical connection of the area including no. of beneficiaries of any proposed intervention,
- Then, digitize and geo reference these data using GIS software.
- The consultants will also collect additional data specific to each sub-project, such as land use, transportation networks, utility infrastructure, etc, and integrate this data into the base maps to create detailed layers and attribute information.
- Also, validate and update the maps through field surveys and stakeholder feedback to ensure accuracy and usability for the infrastructure development projects.

6. Preliminary Conceptual Designs:

- The consultant will prepare conceptual designs of identified sub-projects based on the specific needs and objectives of each sub-project.
- Thorough research and analysis should be conducted by the consultants to gather relevant data and information, such as site conditions, environmental factors, technical considerations, etc.
- Employ advanced design tools and software to create 2D and 3D models, allowing for visualization and evaluation of the proposed designs.
- Feedback sessions will also be carried out by the consultants to aid in refining the conceptual designs.
- Preliminary designs should include the documents i.e. drawings, diagrams, rough cost estimates, and explanatory notes, to provide a clear visual representation and description of the proposed sub-projects.

7. Architectural/ Engineering/Urban Designs (Detailed Design);

- The consultant will prepare the architectural and engineering design of the proposed sub-projects based on a thorough analysis of the project requirements, including site conditions and budget.
- This will provide a clear understanding of the project's scope and constraints.
- Gather relevant data and conduct site surveys to assess the existing infrastructure, environmental factors, and any regulatory considerations.
- Carry out topographic surveys, including horizontal and vertical alignment and cross sections, establishment of horizontal control points, benchmarks and permanent reference beacons as required for detailed Engineering design to enable construction quantities to be calculated to the accuracy of (+) (-) 10 %.
- Collect soil samples from roadway, existing pavement structure and borrow areas and testing for classification, Atterberg limits (liquid and plastic limits). Modified AASHTO compaction, soaked CBR and suitability for stabilization.
- Assess/ quantify potential problems that are related to the land acquisition, cutting of trees, relocation of utilities etc and should be addressed before construction contracts are awarded.
- Investigate the suitability of locally available construction material and where necessary, locate new queries and borrow pits and assess the quantity of material and hauling distance.
- In case of sub-project being road construction/ rehabilitation, the consultant will examine materials found along the road alignments, taken at suitable intervals.
- Carryout traffic count surveys along the project area. On the basis of traffic count, historical records and projections made, traffic levels and axles load considerations, determine the most cost-effective construction option for sub-project.
- Update technical, economic and social data.
- Conducting subsoil investigations and collecting necessary environmental and social baseline information required for the impact analysis for final sites of sub-projects.
- Utilize advanced design software and technologies to prepare detailed architectural plans, engineering drawings, and urban layouts.

- Produce comprehensive design documentation, including technical drawings, specifications, bill of quantities, and engineering estimates.

8. Preparation of bidding documents including tender documents/drawings, etc:

- The consultant will prepare bidding/ tender documents, drawings, specifications, bill of quantities and technical details of proposed sub-projects.
- Ensure that these documents are comprehensive and accurately reflect the sub-project's needs.
- The consultants will develop a clear and concise bid package that outlines the project scope, evaluation criteria, and submission guidelines as per SPPRA Rules.
- Ensure that the bidding documents are reviewed and approved by all relevant stakeholders, and make them available to potential bidders through a transparent and fair process.
- Preparation of Tender Documents along with Engineer's Cost Estimate. Tender Documents include Instruction to Tender, Condition of Contract, Tender Drawings, Bill of Quantities, Technical Specifications & Appendices etc.
- Conduct pre-bid meeting with the potential bidders, issue meeting minutes and addendum along with clarifications of Bidding Documents • Participation as member in Tender Opening Committee Meeting • Evaluation of bids after tendering process and submission of bids evaluation report to NBP within Fifteen days • Preparation of working/construction drawings for issuance to successful bidder for execution of works • Providing revised amended drawings as per site requirement as and when required till the completion of project

9. Assist Client in prequalification and selection of Contractors:

- The consultant will assist and guide the client in prequalification and selection of contracts for proposed sub-projects.
- Ensure that they meet the necessary qualifications, experience, and capabilities.
- This includes conducting comprehensive assessments of contractors' technical expertise, financial stability, past performance, and compliance with relevant regulations.
- By providing valuable insights and recommendations to enable the client to make decisions and select contractors who are best suited to successfully deliver the proposed sub-projects.

10. Design Deliverables:

During the performance of the services laid down, the consultant shall submit the deliverables to the Client for review and then finalize as per the input received. The Table below indicates the description, numbers, and time frame requirements for submission of reports., the payment will be made on each deliverable after the approval of client, the breakdown of payment will be made on the total design fee including remuneration and reimbursable cost.

No.	Deliverables	Format/Documents	Estimated duration	Payment
Component- (Duration: 06 months)				
1.	Inception Report	3 printed reports in A4, maps in A3/A1 size. A PowerPoint presentation. Electronic copy (in editable and non-editable format) of all reports, maps and related GIS and CAD files.	10 days after the Commencement	5% of Contract cost
2.	Identification of potential sub-projects		1 month after the mobilization of Consultants	10% of Contract cost
3.	Feasibility Studies of sub-projects		2 months after the mobilization of consultants	15% of Contract cost
4.	Environmental and Social Impact Assessment			
5.	Preparation of PCIs of identified sub-projects;		3 months after the mobilization of Consultants	5% of Contract cost
6.	Preparation of GIS Base map & Topographic Survey Report;		3 months after the mobilization of Consultants	20% of Contract cost
7.	Preliminary Conceptual Designs;		3 months after the mobilization of Consultants	10% of Contract cost
8.	Architectural/ Engineering/Urban Designs;		5.0 months after the mobilization of Consultants	20% of Contract cost
9.	Preparation of bidding documents including tender documents/drawings BOQ, etc;		6.0 months after the mobilization of Consultants	10% of Contract cost
10.	Assist Client in prequalification and selection of Contractors;			
11	Issue construction drawings to selective contractor for construction			5% of Contract cost

Note:

i. The consultancy firm shall prepare the PC-1 document following the latest government-approved standards.

ii. The consultancy firm will draft the contract conditions, tender conditions, and all necessary tender documentation to meet the standards suitable for national competitive bidding, in accordance with SPPRA rules and standards.

iii. The PMIU will handle the bidding process for the construction contract. However, the consultant will assist the PMIU as needed during the bidding process by addressing questions and concerns from potential bidders and helping evaluate the proposals submitted by contractors.

iv. Upon completion of the design phase, the procuring agency reserves the right to assess the performance of the design consultancy firm up to that point.

Component-2:

11. Construction Supervision/Monitoring and Contract Management:

Depending on the construction of sub-projects developed under component-I, of project implementation, the scope of construction supervision and contract management services may consist of different construction contracts/packages. The Supervision Consultant, however, shall supervise the works of all construction contracts/packages under one consultancy services package. The Consultant's Team shall liaise and coordinate with concerned authorities and shall be familiar with relevant local government laws and regulations

11.1 The objectives of the consultancy services under this phase are:

- Proper management of projects including field measurements and quality assurance work.
- Comprehensive supervision of project implementation activities carried out by the contractors to ensure complete compliance with the drawings, technical specifications, ESMP and various stipulations contained in the Contract Documents.
- Efficient construction supervision by personnel who are experienced in the modern methods of construction supervision and contract management.
- Ensure high standards of quality assurance in the supervision/execution of work.
- Ensure completion of the works within the stipulated period and/or identify ahead of time impediments to this effect.

11.2 The main features of Contract Management Framework (CMF) envisaged for the execution of the proposed construction of works are:

- For administration of the contract under the project, the PMIU will be the Employer. The Employer will have a project management implementation unit (PMIU), which are the in-charge of the works. The PMIU shall be headed by the Project Director, who is assisted by appropriate professional and support staff.
- The Consultant shall nominate a Representative who shall be called the Team Leader and will act as the 'Chief Resident Engineer' (CRE). The Chief Resident Engineer shall have a team of experienced professional and support staff for the execution of the Consultancy Service under the Contract.
- The supervision Consultant will make the necessary measurements and control the quality of works. While the supervision Consultant shall make all Engineering, decisions required during the implementation of the Contract in accordance with the contract conditions

11.3 The scope of Consulting Services for construction supervision phase in accordance with the provision under civil works contract(s) shall include but not necessarily be limited to the following:

11.3.1 Engineering and Administration:

i. Assist Employer in contract administration and management of the civil work contract(s).
ii. Act as 'Project Manager' for the purpose of civil works contract(s).

iii. Interpretation of the Technical Specifications and Contract Documents.
iv. Scrutinize and approve the Contractors' detailed work programme, suggest modifications if any, after a careful study keeping in view the overall interest of the project. After having approval, the same will be issued to the Contractor for implementation with copy to the Employer.
v. Scrutinize and/ or review Contractor's superintendence, personnel and suggest modifications, if any.
vi. Initiate advance actions for handing over of site and / or issue of drawings, and / or advise Employer.
vii. Scrutinize the Construction Methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
viii. The Project Manager is to approve the working drawings/detailed drawings prepared earlier under design phase or by the Contractor or any other agency and also setting out data and issue the same to the contactor.
ix. Liaison and co-ordination through client with the local authorities for shifting of utilities, wherever required.
x. Certify 'As constructed' drawings for each component of the works finished by the Contractor.
xi. Review and ensure conformity of Contractor's securities in approved formats.
xii. Maintain a day-to-day diary recording all events to the works.
xiii. **Design Modifications and Issuance of Revised Drawings: The consultant shall be responsible for making any necessary modifications or alterations to the design during the construction period to address unforeseen site conditions or specific construction requirements. This includes preparing, issuing, and obtaining approvals for revised drawings and specifications to ensure the design aligns with project needs and complies with all regulatory standards. The consultant is expected to respond promptly to any design modifications required during construction to avoid delays and ensure seamless project execution.**

11.3.2 Construction Supervision:

i. Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings.
ii. Carry out inspection of the contractor's equipment, machinery, installations, housing and medical and mandatory facilities etc. And ensure that they are adequate and are in accordance with the terms and conditions of the contract.
iii. Direct the Contractor to carry out all such works to do such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or to reduce the risk in case of any emergency affecting the safety of life or of the adjoin property and advise the Employer as soon thereafter as is reasonably practicable.
iv. Inspect Works on substantial Completion before taking over and indicate the Employer any outstanding work to be carried out by the contractor during the defect notification period.
v. Supervise the contract in all matters concerning safety and care of the work with strict compliance of Environmental and Social Management Plan.

11.3.3 Quality of materials and Works:

i. Evolve and implementing a system for the quality assurance of the works. The systems of control of quality of materials and completed works shall also include sampling methods and criteria and accepting and acceptance criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the relevant codes, standards and international practices. Any other aspects for proper quality control shall be finalized and executed accordingly.
ii. Inspect the performance of works with regard to workmanship and compliance with the specifications, order / supervise/ perform tests on materials and / or work and approve / disapprove the Contractor's plant and equipment.
iii. Review and approve the test results/certificates of all construction materials and / or sources of materials and carry out additional tests as necessary to establish their quality.
iv. Associate with the work tests being carried out by the contractor and undertake additional tests as necessary to assess the quality of works.
v. Carry out technical supervision of the works to ensure their quality and conformity with the standards and specifications as per contract. In addition to assessing and checking the laboratory and field tests carried out by the Contractor, the Consultants shall carry out independent tests as necessary to establish their quality.
vi. In the event any material or item of works is found to be substandard and unacceptable, the Consultant shall initiate actions so that such cases do not recur.
vii. Maintain a permanent record of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of works.

11.3.4 Measurement and Payment:

i. Take field measurements of all items of work and of quantities of materials incorporated in the work and maintain up-to-date books containing such computations or other information concerning the use of construction materials, properly segregated into sections of construction.
ii. Maintain up-to-date records of remaining quantities to be incorporated into the work and monitor the expected project cost based on the remaining quantities. General records of all labour and specified materials used in the works, including copies of orders, delivery notes, and invoices for such materials, and details of wage rates paid by the contractor shall be maintained.
iii. Prepare a schedule for placing the orders for specified materials, in consultation with the contractor, to minimize the financial effects of escalation in the price of those materials.
iv. Processing and certification of Interim and Final payment certificates
v. Furnish the certificate to the Employer that the items included in the Contractor's bills satisfy the required quality of work and are acceptable with regard to the standards and specifications prescribed in the Contract.
vi. Check and certify all requests for payments, all monthly bills, interim bills, and final bills of the Contractor.
vii. Scrutinize and advise the Employer upon the claims raised by the Contractor, if any.
viii. To perform repeat tests or check measurements, if directed by the Employer. These repeat tests or measurements may be conducted in the presence of the Employer or his representatives as may be

directed.

ix. In case of conflicts, perform tests or measurements of any or all of the items in the presence of the Employer.

11.3.5 Progress of Work:

i. Implement a system for monitoring the progress of work based on computer project management techniques.
ii. Systematically check the progress of the Work and order the initiation of the work, which is part of the Contract.
iii. Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
iv. Investigate and initiate early action with regard to the delays in the execution of works. The Resident Engineer shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken / already taken to correct the situation. All reports prepared by the Consultants' Team shall be objective and shall substantiate any event/ recommendation with factual data and information. The progress Reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and /or any other widely accepted superior methods of representation.

11.3.6 As-built Drawings and Documentation:

The Consultant will review certification and submit to the Client As-built drawings prepared by the Contractors in draft form, one month before the completion of each contract. These documents will be finalized two weeks after receiving comments from the Client.

11.3.7 Compliance of Environmental and Social (ES) Obligations:

The Consultant shall ensure that the Contractors deliver their ES obligations under their contracts. This includes, but is not limited to the following:

i. Review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);
ii. Review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
iii. Undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor's compliance with ES requirements (including, where appropriate, its SEA and SH prevention and response obligations);

iv. Undertake audits and inspections of the Contractor's accident logs, community liaison records, monitoring findings and other ES-related documentation, as necessary, to confirm the Contractor's compliance with ES requirements;
v. Determine remedial action/s and their timeframe for implementation in the event of non-compliance with the Contractor's ES obligations;
vi. Ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;
vii. Ensure that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;
viii. Review and critique, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
ix. Undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;
x. Establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality.

11.3.8 Defects Notification/Liability Period:

During the 12-month Defects Notification Period, there are a number of obligations of the Contractor, which require attendance by the Consultant. During this period, the Contractor is obliged to carry out any outstanding work that is specified in the (Partial) Completion Certificates, issued when (a part of) the works have been substantially completed and handed over to the Client. These tasks comprise, but are not limited to, the following:

i. Check all construction and installation that has to be remedied and finalized, as identified in the (Partial) Completion Certificates.
ii. Instruct the Contractor to rectify, and check the proper remediation of, any defects that appear during the Defects Liability Period.
iii. Scrutinize and verify all statements of completion including financial statements submitted by the Contractor during the Defects Liability Period and advise the Client on their acceptability or on rectification required.
iv. Upon completion of the Defects Liability Period and remediation and completion of all works to the satisfaction of the Client, prepare a Defects Liability Certificate for issuance to the contractor, indicating that he has satisfactorily carried out the works, and is entitled to final payments under the contract.
v. Depending on the details of the conditions of the Construction contract, the Contractor then submits his Final Statement indicating the final values of the work constructed and the final sums to which he is entitled. The consultant will thus scrutinize and verify this Final Statement and, upon acceptance by the Client, prepare a Final Certificate to be issued to the contractor.
vi. Advise the Client on any outstanding claim, variation, or change order.
vii. Advise the Client on the handling of any case of arbitration and litigation subsequent to the construction contract.
viii. Review and recommend any outstanding issues related to the Operation and Maintenance manuals for the

equipment and installations, as prepared by the Contractor.

ix. Review and advice on any outstanding issues related to final As-Built drawings, as prepared by the Contractor.

x. Prepare and submit a Final Completion Report to the Client, summarizing the important features of the works, including construction schedules, reasons for deviations from the schedules, overviews of claims and variation orders, and the inventory of documents and records prepared during the construction period, that are handed over to Client.

12. COUNTERPART SUPPORTING FACILITIES

The following documents are the key sources of information for this assignment:

i. Document/Report of Poverty Reduction Strategy (PRS) for Sindh
ii. PC-I of PRS
iii. Socio-economic Survey of concerned sites
iv. Other relevant documents.

The following services and documents will be provided by the Client without cost to the Consultant:

a) Data: Any Data, if not available with the PMIU, it will provide necessary Authority letters to the Consultant in acquiring it from the relevant agency.
b) Access: Access to the key officials in the relevant authorities concerned with subjects related to the assignment will also be arranged by the Client.

The consultants must include in their proposal(s) logistical requirements, provision of site offices, telephones, transportation, office furniture and equipment etc. during execution of consultants' contract.

13. PROJECT IMPLEMENTATION SCHEDULE

It is envisaged that the planning, design, and construction supervision for the sub-projects shall be as follows:

i.	Planning & Design Phase (Component-I)	06 Months
ii.	Construction Phase Supervision/monitoring (Component-II)	36 Months
	Total	**42 Months**

14. PROJECT STAFFING REQUIREMENTS

The consultant firm must be specialized in design of the construction works, supervision of these works, contract management and environment & social management services.

The composition of the required staff with indicative time input is listed below:

(a) Design Phase:

A	DESIGN PHASE (COMPONENT-1)		
S.No	**Position**	**No. of Positions**	**Man Months**
	Key Staff		
1	Team Leader/Project Manager	1	6.0
2	Sr. Urban Planner/ Architect	1	3.0
3	Senior Structural Design Engr	1	3.0
4	Senior Municipal Services Engr	1	2.0
5	Senior Roads &Transportation Engineer	1	2.0
6	Sr. Electrical Engr	1	2.0
7	Sr. Mechanical Engr	1	2.0
8	AutoCad/GIS Specialist	2	2.0
9	Jr, Structural Design Engr	2	2.0
10	Environmental Specialist	2	2.0
11	Procurement & Contract Management Specialist	1	2.0
12	Sr. Surveyor	3	2.0
13	Sr. Quantity surveyor	1	2.0
14	Support Staff (includes CAD Operators, Field Workers, GIS Support Staff)	6	12.0
	Total man months	**23**	**44**

Note:

i. The design (component-I) phase will be completed in 06 months
ii. The payment to the consultants during this phase shall be made on a Lump sum basis against the list of deliverables mentioned above in section 10. Design Deliverables and also in payment schedule in the contract agreement.

(b) **Construction Phase**:

B	CONSTRUCTION SUPERVISION/ MONITORING PHASE (COMPONENT-2) FOR 2 RGCs

S.No	Position	No. of Positions	Man Months
	Key Staff		
1	Chief Resident Engineer	1	36
2	Assistant Resident Engineer	1	36
3	Site inspector road	2	72
4	Site inspector building	2	72
5	Site inspector municipal	2	72
	Non-Key Staff		
6	Quantity Surveyor	2	40
7	Field Surveyor	2	36
8	Lab Technician	2	24
	Support Staff		
9	Computer Operator	2	24
	Total Man Months		**412**

Note:

i. The construction phase will be completed in 36 months' time.
ii. The above-mentioned team is proposed for RGCs of 2 districts (Thatta & Badin).

B. QUALIFICATION AND JOB DESCRIPTION FOR THE KEY EXPERTS

Design Team Consultant

1) Team Leader/ Infrastructure Design Specialist:

Qualification BE Civil Engineering (16 years of education), preferably master's in civil engineering, Construction Management, Project Management / MBA or related field

Experience At least 15 years of experience and required to have familiarity with the construction practices of infra structures like schools, hospitals, roads, water and drainage structure etc., knowledge of project management and environmental & social safeguards

Job Description

- Reports to the Client and focal person of the firm.

- Assumes overall responsibility for management, planning and design.
- Undertakes responsibility for satisfactory submission of project design with all detailing with in the time frame.
- Works as the "the Engineer" / Project Manager as per Client's agreement for the assigned engineering design activities with the best professional and consulting standards to ensure that the assignment is completed satisfactorily.
- Give feedback during the design phase for each of the facility to the principal architect and structure engineer and make sure overall progress and quality is achieved as per best international practices.
- Preparation of design criteria and Standards and finalization of the design codes to be adopted
- Review and advice on seismically sound design standards and codes for buildings and other facilities involved in project
- Guide the Architect and CAD operators towards carrying out the structure analysis and design of the buildings and allied facilities.
- Provide details about existing structures, damages and assessment
- Inspect the site and collect the condition data for the design review and finalization of the structural designs and necessary changes if any
- Follow construction safety guidelines and incorporate in the structure designs
- Choose appropriate materials based on structural specifications
- Measure loads and pressures caused by environmental / natural disasters and accordingly design the facilities
- Guide the CAD Team in preparation of Drawings and Details of all the structural elements in the designs and drawings.
- Finalize the Structure Design Reports and assist in preparation of various reports and deliverables
- Coordinates with Procurement & Contract management Specialist in compliance of requirements of Contractor hiring.

2) Senior Urban Planner/Architect

Qualification Bachelors (16 years of education) / Master's Degree in Architecture, Urban Planning, or related field

Experience The Principal Architect shall have at least 10 years of experience in designing buildings and preferably designing schools, hospitals and any other infrastructure project .

Job Description

- The Principal Architect Engineer would be responsible for the Modular Design, site specific design preparation of architecture documents, functional specifications, design documents, and architecture diagrams according to project goals and objectives
- Directly manage the development of architecture design and preliminary construction details in close coordination with the Structural Engineer.

- Ensure architecture design adheres to the established specifications and standards related to Education, health Facilities
- Make sure projects stay within building by laws, safety regulations and budget
- Make sure design, plans and drawings don't have too much of a negative impact on the environment and the designs meets the industry standards for such facilities.
- Plan best utilization of spaces available for new construction; and Consider environment friendly and green aspect in the designs of the education facilities
- Any other tasks assigned by the TL or the client.

3) Senior Municipal Services Engr:

Qualification: Master degree in Engineering (Civil / Environmental / public health and any other relevant); At least 10 years of experience and required to have familiarity with the water sample analysis, water treatment, filtration units, design and execution of primary treatment of sewage generated in a town/city, assist to select best alternate source of energy, implementation of Climate Response Indicator at site.

Job Description

● This position requires practical experience of selection of the best suited water filtration units in schools, hospitals and in the vicinity of town based on the site-specific water quality assessment.

● Assist team to design the best solution for wastewater treatment and recycling.

● Assist the design team to select the trees which can use the primary or secondary treated water and also help in environmental negative impacts.

● Selection and implementation of the alternate source of power in proposed infrastructures in respective RGCs

● Help in selection of Environment Friendly material to reduce the environmental impacts of constructed schools.

● Any other task related to the assignment.

4) GIS Specialist

Roles and Responsibilities:

- Prepare a base map for immediate development and revitalization of urban core area vis-à-vis most important arteries, footpaths, street lights and street furniture; storm water drainage; essential garbage collection; and horticulture, plantation and creation of urban open spaces
- Prepare a comprehensive base map of the city indicating the required information for various sectors like water, sewerage, drainage, population profile, housing, education, health, recreational activities and transportation network utilities network, recreational and amenities activities, etc.

Qualification and Experience: Master degree in GIS / Remote Sensing or any other relevant field

having at least 10 years' of relevant experience; should be competent in mapping and GIS.

5) Senior Roads &Transportation Engineer

- Detailed analysis of environmental setting of the Headquarter Towns and larger region / districts, focusing upon local ecology, meteorological data, topographical data, aquifer, drainage patterns, soil loss and degradation
- Detailed study and analysis of natural disasters that may affect the city and its environs including flood threat, earth quakes, etc.
- Devise a comprehensive Disaster Management Plan focusing on threat perception, emergency preparedness, coordination between various local, provincial and federal government agencies, emergency response, relief and rehabilitation based on detailed study of environmental setting and disaster proneness.

Qualification and Experience: Master degree in Environmental Planning /engineering/management and any other relevant field having at least 10 years of relevant experience, including experience in multilateral or bilateral financed projects.

6) Procurement & Contract Management Specialist

Qualification Bachelor (16 years of education)/master's degree with a major in Civil Engineering, procurement, Law or Business Administration or related field

Experience At least 10 years of experience in Procurement and Contract Administration

Job Description

- Assist in preparation of bidding documents, BOQs, RFQs, RFPs and assists in procurement processes and contract terms and conditions as per SPPRA Regulations
- Assist in bid evaluation and overall procurement process from request through contract awards Ensure efficient contract management and provide timely inputs to avoid time and cost over-runs.
- Assist in contract administration and ensure compliances as per contract terms and conditions. Keep checks on all contractual matters and make sure all the contractual terms and conditions are fulfilled Any other tasks assigned by the TL or the client

7) Municipal Services Engineer
Roles and Responsibilities:

- Situation analysis of water supply, sewerage, drainage and solid waste management by collecting and analyzing data pertaining to the present demand and supply dynamics, identification of backlog and future requirements
- Preparation of immediate action plan for development and revitalization of urban core area vis-à-vis storm water drainage and essential garbage collection for most important arteries
- Furnish data on water intake, filtration and treatment systems focusing on quality of water supplied to the end consumer

- Focus on wastewater management, solid waste management and their disposal system arrangements prevalent in the Towns and larger region / districts
  Developing the short term and long-term development plans regarding municipal services considering economic and technical viability
- Furnish technical recommendations to meet the legal, social and health requirements related to water supply, sewerage, drainage and solid waste management system

Qualification and Experience: Master degree in Engineering (Civil / Environmental / public health and any other relevant); with 07 years' experience in preparation of master plans, feasibility studies and design of water supply, sewerage and drainage networks, schemes and treatment plants, including experience in multilateral or bilateral financed projects.

8) Road and Transportation Engineer
Roles and Responsibilities:

- Situation analysis of the transport activities and available network
- Quantitative assessment of the movement of people and freight highlighting factors of critical importance to the transport system, e.g. the journey to work; the problems of the central area, pedestrian and parking; the servicing of industry and proportion of through traffic
- Preparation of immediate action plan for development and revitalization of urban core area
- Coordination with related departments in order to obtain the current data to carry out the assignment.
- Preparation of the short term and long term development plans regarding transportation networks and services considering economic and technical viability.

Qualification and Experience: Master in Transport engineering / planning and any other relevant field with 07 years' experience in the relevant field including experience in multilateral or bilateral financed projects.

9) Electrical Engineer
Roles and Responsibilities:

- Situation analysis of electric power and communication infrastructure.
- Detailed analysis of existing system, demand and supply situation of electric power, and other communication apparatus.
- Preparation of immediate action plan for development and revitalization of urban core area
- Develop the short term and long term development plans regarding utilities services considering economical and technical viabilities
- Coordination with Utilities provider i:e PTCL, HESCO, SEPCO etc in order to obtain the current data to carry out the assignment.
- Provide technical recommendations to meet the legal and social requirements related to utility services.

Qualification and Experience: Master degree in Electrical engineering or any other relevant field

with 07 years' experience in the relevant field including experience in multilateral or bilateral financed projects.

10) Mechanical Engineer

Roles and Responsibilities:

- Situation analysis of utilities related gas and firefighting infrastructure.
- Detailed analysis of existing system, demand and supply situation of gas and firefighting system.
- Develop the short term and long-term development plans regarding utilities services considering economical and technical viabilities
- Coordination with Utilities provider i.e. SSGC and other related departments in order to obtain the current data to carry out the assignment.
- Provide technical recommendations to meet the legal and social requirements related to utility services.

Qualification and Experience: Master degree in Mechanical engineering or any other relevant field with 07 years' experience in the relevant field including experience in multilateral or bilateral financed projects.

11) Senior Quantity Surveyor

General Experience: B.Sc. 0B Years DAE 12 Years Qualification: B.Sc. (Civil Engineering) or DAE in Civil Technolory. Marking: B.Sc. with additional relevant trainings from recognized organizations - 100%; B.Sc. - 90%; DAE (Civil) - 7Oo/o. Specific Experience: For DAE Six (06) years and BSc (04)Years'relevant experience as Quantity Surveyor on Civil Works projects including three (03) years on Highway construction proiects.

12) Surveyor

Roles and Responsibilities:

- Assist GIS Specialist and other relevant experts to carry out the survey in order to develop the base maps
- Gather relevant data related to municipal services, housing, transportation, utilities, etc and verify on the field

Qualification and Experience: Graduate in Civil Engineering / Surveying / Geography or any other relevant field with min 10 years' experience in undertaking field survey, mapping and topographical and land use survey. Experience in government financed projects will be considered favorably, work experience in Sindh province preferred.

13) Jr. Engineer

Roles and Responsibilities:

- Assist the Municipal Services / Electrical / Mechanical Engineer to carry out the tasks as per TORs.
- Data collection, computation and compilation as required by Senior Engineers.

Qualification and Experience: Bachelor's Degree in Civil / Electrical / Mechanical Engineering or any other relevant field with 2 years' relevant experience

Supervision Consultant
1) Chief Resident Engineer **a. Qualification:** Bachelor's Degree in Civil Engineering or Master's in Civil Engineering or similar discipline. **b. Experience: 15** years for bachelors OR 10 years for master's post qualification professional experience in project planning, designing, construction supervision, and project management. Working experience in multilateral or bilateral financed projects will be considered favorably, work experience in Sindh province will be preferred. Registered with relevant professional bodies.
2) Assistant Resident Engineer **a. Qualification:** Bachelor's Degree in Civil Engineering or similar discipline. **b. Experience: 05** years of post-qualification professional experience in project planning, construction supervision, and project management. Working experience in multilateral or bilateral financed projects will be considered favorably, work experience in Sindh province will be preferred. Registered with relevant professional bodies.
3) Site Inspector (Road, Building & Municipal) **a. Qualification: Diploma of Associate Engineering (DAE) or** Bachelor's Degree Engineering (Civil /Electrical / Mechanical) or similar discipline. **Experience: 02** years for bachelors OR 03 years for DAE post qualification professional experience construction supervision and project management. Working experience in multilateral or bilateral financed projects will be considered favorably, work experience in Sindh province will be preferred. Registered with relevant professional bodies.

Section 6. Forms of Contract

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

(a) "Applicable Law" means the Sindh Public Procurement Act, thereunder Rules 2010.

(b) "Procuring Agency PA" means the implementing department which signs the contract

(c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.

(d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(g) "Foreign Currency" means any currency other than the currency of the PA's country.

(h) "GC" means these General Conditions of Contract.

(i) "Government" means the Government of Sindh.

(j) "Local Currency" means Pak Rupees.

(k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.

(l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.

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

(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

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

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

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

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

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

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

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

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

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

1.7 Authorized Representa- Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the

tives	Consultant may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
1.9 **Fraud and Corruption**	If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

2.6 Termination

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

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

(b) If the Consultant becomes insolvent or bankrupt.

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

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

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

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

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

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

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

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

than sixty (60) days.

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

2.6.3 Payment upon Termination

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

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other

assignments or their own corporate interests.

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Consultant

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

3.5 Consultant's Actions Requiring PA's Prior Approval

The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C, and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

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

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

3.7 Documents Prepared by the Consultant to be the Property of the PA

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

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

3.8 Accounting, Inspection and Auditing

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

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

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal

(a) Except as the PA may otherwise agree, no changes shall be made

and/or Replacement of Personnel

in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

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

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

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law Related to Taxes and Duties

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Security

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

6.2 Lump-Sum Payment

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

Clause 2.4.

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

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

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

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

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

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

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1}	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
1.3	The language is English.
1.4	The addresses are: Procuring Agency:_____ Attention: Facsimile: _____ E-mail: _____ Consultant: _____ _____ Attention: _____ Facsimile: E-mail: _____

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

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

1.7 The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

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

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

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

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

(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;

(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;

(d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and

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

2.2 The date for the commencement of Services is *[insert date]*.

2.3 The time period shall be *[insert time period, e.g.: twelve months, eighteen months]*.

3.4 The risks and the coverage shall be as follows:

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

(b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*;

(c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;

(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

***Note**: Delete what is not applicable*

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

***Note**: If there are no other actions, delete this Clause SC 3.5 (c).*

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

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

{The PA shall not use these documents and software for purposes unrelated

to this Contract without the prior written approval of the Consultant.}

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

{5.1} ***Note**: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."*

6.1 Procuring Agency shall indicate bid security of 2% and Performance security

shall not exceed 10% of contract amount

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

6.5 The accounts are:

for foreign currency or currencies: *[insert account]*

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

	Deliverables	Format/Documents	Estimated duration	Payment
Component- (Duration: 06 months)				
1.	Inception Report	3 printed reports in A4, maps in A3/A1 size. A PowerPoint presentation. Electronic copy (in editable and non-editable format) of all reports, maps and related GIS and CAD files.	10 days after the Commencement	5% of Contract cost
2.	Identification of potential sub-projects		1 month after the mobilization of Consultants	10% of Contract cost
3.	Feasibility Studies of sub-projects		2 months after the mobilization of consultants	15% of Contract cost
4.	Environmental and Social Impact Assessment			
5.	Preparation of PCIs of identified sub-projects;		3 months after the mobilization of Consultants	5% of Contract cost
6.	Preparation of GIS Base map & Topographic Survey Report;		3 months after the mobilization of Consultants	20% of Contract cost
7.	Preliminary Conceptual Designs;		3 months after the mobilization of Consultants	10% of Contract cost
8.	Architectural/ Engineering/Urban Designs;		5.0 months after the mobilization of Consultants	20% of Contract cost
9.	Preparation of bidding documents including tender documents/drawingsBOQ, etc;		6.0 months after the mobilization of Consultants	10% of Contract cost
10.	Assist Client in prequalification and selection of Contractors;			
11	Issue construction drawings to selective contractor for construction			5% of Contract cost

Note: **The above is sample clause. The payment schedule will be decided and make part of the contract agreement at contract preparation stage separately for design stage. However, for the payment against supervision stage will be finalized at the time of execution of proposed schemes.**

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

Appendix A

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN

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

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

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

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

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

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

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

CONTRACT

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

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and WHEREAS, the Consultant is willing to perform these services, NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

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

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

2. Term

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

3. Payment

A. Ceiling

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

C. Payment Conditions

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

4. Economic Price Adjustment

(**Not Applicable**)

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

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

$$Rl \quad Rlo \quad \frac{Il}{Ilo}$$

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

5. Project Administration

A. Coordinator

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

B. Timesheets

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

C. Records and Accounts

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

6. Performance Standard

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

7. Confidentiality

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

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

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

FOR THE PA

Signed by _____

Title: _____

FOR THE CONSULTANT

Signed by _____

Title: _____