



**PUBLIC PRIVATE PARTNERSHIP NODE
LOCAL GOVERNMENT & HOUSING
TOWN PLANNING DEPARTMENT
GOVERNMENT OF SINDH**

STANDARD PROCUREMENT DOCUMENT

**REQUEST FOR PROPOSALS
SELECTION OF CONSULTANTS**

**THIRD-PARTY VALIDATION OF COST
ESTIMATES OF THE ADDITIONAL WORKS**



Address: Public Private Partnership Node, Local Government & Housing Town Planning Department
1st Floor, Bahria Complex I, M.T. Khan Road, Karachi.

Website: <https://lgdsindh.gov.pk/>

E-mail: ppp.fsta@gmail.com

Telephone: +92 21 99332497 – 99222193

Fax: +92 21 99211537

**Request for Proposal Document
Selection of Consultants
National Competitive Bidding**

**THIRD-PARTY VALIDATION OF COST ESTIMATES
OF THE ADDITIONAL WORKS**

RFP Reference No.: PD/PIU/MEP/PROC/TPV/2023-24
Procuring Agency: Public Private Partnership Node, Local Government & Housing Town Planning Department, Government of Sindh
Address: 1st Floor, Bahria Complex I, M.T. Khan Road, Karachi.
Issued on: 16th November 2023

Important Notice

This Request for Proposal Document ('**RFP Document**') is provided to the Bidders solely for use in preparing and submitting their Bids in connection with the Bidding Process relating to the third-party validation of cost estimates of the additional works ('**Assignment**'). This RFP Document is being issued by the PPP Node, Local Government & Housing Town Planning Department, Government of Sindh ('**Procuring Agency**'), solely for use by the Bidders in considering the Assignment following the Sindh Public Procurement Rules, 2010 ('**SPP Rules**').

Unless expressly specified otherwise, all capitalized terms used herein shall bear meaning ascribed thereto in the RFP Document.

For this Assignment, the RFP Document was prepared by the Procuring Agency, and then reviewed and approved by the Procuring Agency consultant selection committee constituted in accordance with SPP Rules. Neither any of these entities, nor their employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of information contained herein, or in any other document made available to a Person in connection with the Assignment's Bidding Process and the same shall have no liability for this RFP Document or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of Bids. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors, and contractors etc. will be liable to reimburse or compensate the recipient for any costs, fees, damages, or expenses incurred by the recipient in evaluating or acting upon this RFP Document or otherwise in connection with Assignment as contemplated herein.

The Bids submitted in response to the RFP Document by any of the Bidders shall be upon the full understanding and agreement of all terms & conditions of the RFP Document and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP Document. Any Bid submitted by a Bidder in response to the RFP Document shall be construed based on the understanding that the Bidder has done a complete and careful examination of the RFP Document, including its clarification and/ or addenda and/ or corrigenda if any issued by the Procuring Agency, and has independently verified all information received (whether written and verbal) from Procuring Agency (including from its employees, personnel, agents, Consultants, advisors and contractors etc.).

This RFP Document does not constitute a solicitation for third party services, or otherwise participate, in the Assignment, nor shall it constitute a guarantee or commitment of any manner on the part of the Procuring Agency that the Assignment's Contract will be awarded. The Procuring Agency reserves its right, in its full discretion, to modify the RFP Document and/ or the Assignment and/ or cancel the Bidding Process at any time to the fullest extent permitted by the SPP Rules and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

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Section I – Letter of Invitation

RFP Ref No.: PD/PIU/MEP/PROC/TPV/2023-24
Karachi, dated the 16th November 2023

The Government of Sindh, through the Local Government & Housing Town Planning (LG&HTP) Department, engaged a private party to design, finance, build, operate, and maintain a project comprising 39.3 km in length with a six-lane dualized expressway along Malir River from Hino Chowk near KPT flyover to M-9 motorway near Kathore via link road offering a new southern alternative route for carrying port traffic from industrial areas to main highways with a reduced commuting time (**‘Project’**).

The Project’s construction work started in January 2022, and its first segment from Qayyumabad near the KPT flyover to Quaidabad near the bridge over Malir River is expected to be completed by the end of 2023.

The private party proposed an elevated structure to avoid land acquisition and relocation, which has been approved by the Competent Authority. Subsequently, the private party conducted a detailed assessment based on topography, hydrology, and design speed which has also been reviewed and verified by the Independent Engineer (IE) and Independent Auditor (IA). However, the Competent Authority has decided to engage an engineering firm to verify the Project’s cost of additional works, to be prepared/ finalized by the private party and then reviewed by the IE in relation to the Project’s proposed realignment for making an informed decision.

In compliance with this decision, the Public Private Partnership Node, LG&HTP Department (**‘Procuring Agency’**) now invites sealed bids from the eligible bidders for conducting an independent third-party validation of cost estimates of the additional works (**‘Assignment’**) following the Sindh Public Procurement Rules, 2010 (**‘SPP Rules’**).

The consulting **scope of services** under this Assignment includes, but not limited to:

- To verify/ validate the cost estimates of the additional works, proposed by the private party and reviewed by the IE, based on the schedule rates as well as on prevailing market rates, as applicable;
- To submit a verification report for consideration of the Competent Authority;
- To perform tasks described in the RFP Document and proposed by the bidder in its technical proposal while collaborating closely with the Project’s key stakeholders, mainly Procuring Agency, during the contract duration.

The bidding procedure will be conducted through national competitive bidding using the quality and cost-based selection method prescribed under Rules 15(2)(b) & 72(3) of SPP Rules and is open to all bidders. The contract will be awarded to the bidder whose bid found as the most advantageous bid, i.e., a bid attaining the highest combined weighted technical and financial scores following the criteria set out in the RFP Document, subject to the Competent Authority’s approval.

Pre-Bid Meeting Schedule

Date: Thursday, 23rd November 2023

Time: 16:00 Hrs. (PST) onwards

Venue: Local Government & Housing Town Planning Department,
1st Floor, Sindh Secretariat Building No. 5 Annexe Tughlaq House, Kamal
Ataturk Road, Karachi.

****For further details, refer to the RFP Document’s Bid Data Sheet***

The prospective bidders may seek further information by obtaining the RFP Document free of cost with effect from 16th November to 04th December 2023, either **(a)** physically, by submitting a written application during office hours at the address given below or **(b)** electronically, by sending a request at the email address given below or downloading from the websites of the Procuring Agency <https://lgdsindh.gov.pk/> or <https://www.pppunitsindh.gov.pk/> or SPPRA <https://ppms.pprasindh.gov.pk/PPMS/> or by sending email request addressed to ppp.fsta@gmail.com.

The prospective bidders are required to submit bids comprising one (1) original Technical Proposal, one (1) original Financial Proposal, and one (1) soft copy of the Technical Proposal (USB/DVD) containing all the supporting documents, as applicable and identified in the RFP Document, no later than 16:30 Hrs. PST on 05th December 2023 (**'Bids Submission Deadline'**) at the bids' submission address given below.

Any bid received late due to any reason will be rejected. The bids (technical proposals) will be opened publicly in the presence of the bidders' representatives, who may wish to attend, on the Bids Submission Deadline at 16:45 Hrs. (PST) at the office address mentioned below. However, in case of a public holiday announced by Government or due to any unavoidable circumstances on the Bids Submission Deadline, the bids will be received and opened on next business day at same time/ venue.

The Bids submitted must remain valid for a period of ninety (90) days effective from the Bids Submission Deadline and must be accompanied by a bid security equivalent to 2% of the total quoted bid in the shape of a pay order/ demand draft/ bank guarantee, valid for a period of twenty-eight (28) days beyond bid validity period, issued by a scheduled bank of Pakistan in favor of **'Secretary, Local Government & Housing Town Planning Department, Government of Sindh'**.

The Procuring Agency reserves the right to reject any or all Bids subject to the relevant provisions of the SPP Rules and may cancel the Bidding Process at any time prior to the acceptance of a Bid in terms of Rule 25 of the SPP Rules.

The address referred to above for the issuance of the RFP Document is:

Attention: Project Director, Malir Expressway Project
Local Government & Housing Town Planning Department, Govt. of Sindh
Address: PPP Node, LG&HTP Department, 1st Floor, Bahria Complex I, M.T.
Khan Road, Karachi.
Phone: +92 21 99332497 – 99222193 **Fax:** +92 21 99211537
Email: ppp.fsta@gmail.com

Section II – Instructions to Consultants

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Section II – Instructions to Consultants

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Authority” means Sindh Public Procurement Regulatory Authority (SPPRA) established under section 3 of the Sindh Public Procurement Act, 2009.
 - (b) “Assignment” means procurement of services ascribed thereto in the RFP (Section I – Letter of Invitation and Section II – Bid Data Sheet of the RFP Document).
 - (c) “Bid” means a tender, or an offer including Technical and Financial Proposals submitted in a separate and sealed envelopes by a Person, Consultant, firm, company, or an organization, expressing willingness to undertake a specified task at a price, in response to an invitation by the Procuring Agency.
 - (d) “Bidder” means a Person or entity; (i) submitting a Bid; or (ii) who intends to submit a bid and can substantially prove such intention.
 - (e) “Bidding Documents” means the documents notified by the Authority for preparation of Bids in uniform manner.
 - (f) “Bid Price” means the consultancy fee for providing services under this Assignment as quoted by the Consultant in its Financial Bid.
 - (g) “Bidding Procedure” or “Bidding Process” means the procurement procedure under which sealed bids are invited, received, opened, examined, and evaluated for the purpose of awarding a contract.
 - (h) “Board” means the Public-Private Partnership Board established under Section 4 of the Sindh Public-Private Partnership Act, 2010.
 - (i) “Business Days” means normal working days, excluding Saturday, Sunday, and any other days which are Government holidays.

- (j) “Calendar Days” or “Days” means days including all holidays.
- (k) “Conditional Bid” means a Bid or Proposal (Technical and/ or Financial) that substantially limit or modify or contravene any of the terms and conditions, terms of reference, specification, or requirements of the RFP Document
- (l) “Conflict of Interest” means (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him; (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract; (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the procuring agency under the contract; (iv) where an official of the procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.
- (m) “Consultancy Service Agreement” means an agreement to be executed between the Procuring Agency and the Bidder or Consultant, whose Bid found and declared as the Most Advantageous Bid pursuant to the selection method and criteria mentioned in the RFP Document.
- (n) “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.

- (o) “Contract” means an agreement enforceable by law and includes general and special conditions, specifications, drawings and bill of quantities or scope of the Assignment.
- (p) “Detailed Design” means the final design of a Project, based on which the Project construction/ development shall be undertaken by the concessionaire, after the execution of the concession agreement.
- (q) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific Assignment conditions.
- (r) “Eligible Bidder” or “Eligible Consultant” means a Bidder who, after evaluation of Technical Proposal as per eligibility criteria and technical evaluation, stands qualified for opening and evaluation of Financial Proposal.
- (s) “Financial Bid” or “Financial Proposal” means the financial bid submitted by the Bidder along with its Bid.
- (t) “Government” means Government of Sindh.
- (u) “Instructions to Consultants” (Section-II of RFP Document) means the document which provides the Bidders/ Consultants with all information needed to prepare their Proposals.
- (v) “Key Professional Staff” or “Key Experts” means the professionals proposed by the Bidder to undertake the Assignment.
- (w) “Letter of Award” means a letter of award or acceptance of Bid issued by the Procuring Agency to a Bidder whose Bid declared as Most Advantageous Bid in accordance with the criteria and other terms & conditions set forth in the RFP Document.
- (x) “Letter of Invitation” (Section-I of RFP) means the letter of invitation issued by the Procuring Agency to the Bidders or Consultants.

- (y) “Most Advantageous Bid” means (i) a bid or proposal for services that after meeting the eligibility or qualification criteria, is found substantially responsive to the terms and conditions set out in the RFP Document; and (ii) evaluated as the highest ranked bid or proposal based on quality and cost, as specified in the RFP Document.
- (z) “National Company” means any enterprise, firm or company setup or incorporated in Pakistan.
- (aa) “PPP Policy Board” means the Board constituted under Section 4 to perform the functions outlined under Section 5 of the of the Sindh Public-Private Partnership Act, 2010.
- (bb) “Public-Private Partnership” means a contractual arrangement between the public and private sectors, built on the expertise and resources of each partner that best meets clearly defined public needs through appropriate allocation of resources, risks and rewards.
- (cc) “Private Party” means a person who enters into a Public-Private Partnership Agreement with an Agency and includes foreign government, or an entity owned or controlled by it or its company incorporated under laws of Pakistan.
- (dd) “Procuring Agency” or “Agency” means the department with which the selected Consultant or Bidder signs the Contract for the Services.
- (ee) “Project” means a project implemented as a Public-Private Partnership in one of the infrastructure sectors listed in Schedule I of the Sindh Public-Private Partnership Act, 2010.
- (ff) “Proposals” means the Technical Proposal and the Financial Proposal submitted in a separate and sealed envelope.
- (gg) “Request for Proposal (RFP)” means a uniform bidding document, including any addenda or corrigenda, issued by the Procuring Agency for the selection of Consultants in accordance with the SPP Rules.

- (hh) “Response Document” means a document issued by the Procuring Agency as a clarification against the prospective Bidders query(ies), if any received in connection to RFP Document, in accordance with the SPP Rules.
- (ii) “SPP Rules” means the Sindh Public Procurement Rules, 2010, including instructions, guidelines, regulations, or orders relating to it made thereunder from time to time.
- (jj) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.
- (kk) “Technical Bid” or “Technical Proposal” means the technical bid to be submitted by the Bidder along with its Bid.
- (ll) “Terms of Reference (TOR)” means the document included with the RFP as Section-V which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the Assignment.

1.2 The words and expression used but not defined in the RFP Document shall have the same meaning as assigned to them in the Sindh Public-Private Partnership Act, 2010, and SPP Rules, 2010, and, if not defined there, as in the ordinary use of language.

2. Introduction

2.1 The Procuring Agency named in the Data Sheet will select a consulting firm (**‘Consultant’**) in accordance with the selection method and criteria specified in the Data Sheet.

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

2.3 Consultants should familiarize themselves with all the applicable rules and 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 to gain 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 Bidding Process at any time prior to the acceptance of a Bid or Proposal, 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 hold the Procuring Agency's 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:

(a) 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.

(b) 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 conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.

- (c) 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 Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationship

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

- (a) They are on leave of absence without pay.
- (b) They are not being hired by the agency they were working for, six months prior to going on leave.
- (c) Their employment would not give rise to any Conflict of Interest.

4. Fraud and Corruption

4.1 It is the 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 the Rules, which define:

“Corrupt and Fraudulent Practices” means either one or any of the practices given below:

- (a) "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party.

- (b) "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain.
- (c) "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain.
- (d) "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (e) "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

Under the SPP Rule 35, a Procuring Agency can inter-alia blacklist a Bidder found to be indulging in any of the Corrupt and Fraudulent Practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any Bidder who is to be blacklisted shall be accorded adequate opportunity of being heard.

5. Integrity Pact

- 5.1 Pursuant to Rule 89 of SPP Rules, Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements.

- 6. Eligible Consultants**
- 6.1 If short listing process has been undertaken through REOI, as outlined under Rules 73 & 74 of SPP Rule, 2010, for the Contract(s) for which this RFP document is 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 Shortlisted Consultants emerging from request of expression of interest are eligible.
- 7. Eligibility of Sub-Consultants**
- 7.1 A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify in the shortlisting process.
- 8. Only One Proposal**
- 8.1 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 or Key Professional Staff, 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 ninety (90) Days in case of National Competitive Bidding (NCB) and one-hundred-twenty (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 that would be considered in final evaluation for contract award. Consultants who do not agree have right to refuse to extend the validity of their Proposals.
- 9.2 Consultants shall submit required bid security along with the Financial Proposal defined in the Data Sheet (which shall not be less than one percent and shall not exceed five percent of the Bid Price).
- 10. Clarification and Amendment in RFP Documents**
- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and Procuring Agency shall respond to such queries in writing within three calendar days, provided they are received at

least five calendar days prior to the date of opening of proposal. The Procuring Agency shall communicate such response to all parties who have obtained the RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP Document as a result of a clarification, it shall do so.

10.2 At any time before the deadline for submission of Bids or 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, eligibility) in providing the information requested may result in rejection of a Proposal.

11.2 The estimated number of Professional Staff months or the budget required for executing the Assignment should be shown in the Data Sheet, but not both. However, the Proposal shall be based on the professional staff month or budget estimated by the Consultant.

12. Language

12.1 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 the 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:

- (a) If a Consultant considers that it does not have all the expertise required 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 and applicable. International Consultants are encouraged to

seek the participation of local Consultants by entering a joint venture with, or subcontracting part of the Assignment to, national Consultants, subject to SPP Rules, 2010.

- (b) 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.
- (c) It is desirable that majority of the Key Professional Staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (d) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (e) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each position.

13.2 Depending upon the nature of the Assignment, the Consultant shall provide the following information on standard forms (provided in Section 3 of the RFP Document) using a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet:

- (a) A brief description of the Consultant organization and an outline of recent experience on assignments 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 (**Form TECH-2**).
- (b) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Agency (**Form TECH-3**).

- (c) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (**Form TECH-5**).
- (d) CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the proposal. Key information should include number of years working for the Consultant and degree of responsibility held in various assignments as indicated in the Data Sheet (**Form TECH-6**).
- (e) 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 (**Form TECH-7**).
- (f) A detailed description of 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 (**Form TECH-4**).
- (g) Any additional information and documents requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposal

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section-IV). 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 and as applicable). Alternatively, Consultant may provide its own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate

prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL (ORIGINAL/ PHOTOCOPY)”** 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 (ORIGINLA/ PHOTOCOPY)”** 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 Procuring Agency no later than the time and the date indicated in the Data Sheet until any extension to this date is made through a corrigendum or addendum. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened. To avoid delays arising from the postal or Procuring Agency’s internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before deadline for submission.

17. Proposals Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Agency in the

examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

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

18. Evaluation of Technical Proposals

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

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

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

- 18.2 After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks/ points, 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 qualify the eligibility criteria or secure minimum qualifying marks/ points shall be returned unopened.

19. Evaluation of Financial Proposals

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' designated/ authorized representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks/ points will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then

opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all the Consultants.

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

19.3 In case of **Least Cost Selection LCS Method**, the Bid found to be the lowest evaluated bid shall be accepted.

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

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

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all the Professional Staff. Failure to satisfy such requirements may result in the Procuring Agency 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 Procuring Agency 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 Procuring Agency 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 th/e Procuring Agency with the information on remuneration rates described in the Appendix attached to Section 4 (Financial Proposal - Standard Forms of this RFP).

23. Availability of Professional Staff/ Experts

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional Staff, the Procuring Agency expects to negotiate a Contract on the basis of the Professional Staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the Professional Staff will be available. The Procuring Agency 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, if accepted by the Procuring Agency, shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within period specified in the letter of invitation to negotiate.

24. Award of Contract

24.1 After completing negotiations, if any held, the Procuring Agency shall award the Contract to the selected Consultant and within fifteen (15) Days of the Contract’s signing, the 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 Before signing the contract, Consultant required to submit performance security at rate indicated in the Data 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

25.1 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 bid evaluation result and/ or 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.

ITC 2.5 **The Procuring Agency may provide facilities and inputs that may include:**

- Access to the relevant reference documents or information;
- Access to the Project site as part of this Assignment;
- Feedback and approvals on relevant reports from time to time;
- Any other support needed for smooth execution of Assignment.

ITB 5.1 Consultant undertakes to sign **Integrity Pact** as per prescribed format and instructions outlined in this RFP Document.

ITC 6 **Shortlisted Consultants may associate with other shortlisted**
ITC 7 **Consultants:** Not applicable – the Bidding Process is open to all the Eligible Bidders.

ITC 8.1 Alternative bids **shall not** be considered.

ITC 9.1 The bid validity period shall be **ninety (90) days** effective from the Technical Bids' opening date - **valid up to 03rd March 2024**.

ITC 9.2 The original sealed financial proposal must contain a **bid security** equivalent to **2% of the total quoted bid/ price** in the form of **Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee**, valid for a period of twenty-eight (28) days beyond bid validity period, issued by a scheduled bank in Pakistan in favor of the **'Secretary, Local Government & Housing Town Planning Department, Government of Sindh'**.

ITC 10.1 **Clarifications may be requested not later than** five calendar days prior to the Bids Submission Deadline. **The address for requesting clarifications is:**

Attention: Project Director, Malir Expressway Project
Address: PPP Node, Local Government & Housing Town Planning Department, 1st Floor, Bahria Complex I, M.T. Khan Road
City: Karachi
Phone: +92 21 99332497 – 99222193
Email: ppp.fsta@gmail.com

Note: The Procuring Agency will issue clarifications (**'Response Document'**) in response to the prospective Bidders' written queries received within time specified here above. The Response Document will be posted on the Procuring Agency's website and the same will be communicated to the prospective Bidders who obtained the RFP Document from the Procuring Agency. The prospective Bidders are required to regularly access website to ensure seeking such updates relating to the Assignment; or alternatively, the prospective Bidders may confirm their intention to Bid by sending e-mail containing the

subject **Third Party Validation of Cost Estimates of Additional Works** addressed at ppp.fsta@gmail.com for receiving timely updates, if any issued by the Procuring Agency before the Bids Submission Deadline.

-
- ITC 10.2** Any information, if deemed mandatory to extend the Bids Submission Deadline and/ or amend the RFP Document after its issuance, shall be circulated through advertising a notice in newspapers and posting on SPPRA and Agency's websites.
-
- ITC 12.1** The language of the submitted proposal shall be in **English**. All correspondence exchange shall be in **English**. Translation of supporting documents/ literature shall be in **English**.
-
- ITC 13.1(a)** **Maximum number of consortium total members shall be:** Joint venture/ consortium is not allowed to submit Bid for this Assignment.
-
- ITC 13.2** **The format of the Technical Proposal to be submitted is:** Full Technical Proposal (FTP) containing all the information, including description of the approach, methodology, work plan for performing the Assignment, team composition, task assignments, work schedule, CVs of the proposed Key Professional Staff, Consultant's organization and experience, comments on the TOR and comments on the counterpart staff and/ or facilities.
- Technical Proposal's submission in any other format may lead to the Proposal as non-responsive to the RFP Document requirements.
-
- ITC 13.2(f)** **Training is a specific component of this Assignment:** No
-
- ITC 14.1** Bidders shall quote their Bids in **Pak Rupees (PKR)**, using standard forms as applicable, while submitting Bids to the Procuring Agency.
- The Contract shall be based on a **fixed price or lump sum basis**, payable to the Bidder in PKR, subject to the satisfactory completion of respective milestones as mentioned under the RFP Document.
-
- ITC 15.1** **Amounts payable by the Procuring Agency to the Consultant** under the Contract are subject to local taxation, stamp duty and service charges, as applicable at the time of bids' submission. The Consultant shall incorporate all the applicable taxes, subject to exemption, in the Bid Price otherwise the Procuring Agency shall presume these taxes as the Bid part.
-
- ITC 16.2**
ITC 16.3 Consultants must submit **one original and one softcopy (scanned copy of the original) of the Technical Proposal**, and **one original copy of the Financial Proposal**. Each proposal must contain in a separate and sealed envelope clearly marked with the Assignment title and other information as provided under ITC Clause 16.3.
-

ITC 16.4 For Bids' submission and opening purpose only, the Procuring Agency's address is:

Attention: Project Director, Malir Expressway Project
Address: PPP Node, Local Government & Housing Town
Planning Department, 1st Floor, Bahria Complex I,
M.T. Khan Road
City: Karachi
Phone: +92 21 99332497 – 99222193

The deadline for proposals submission and opening is:

Date: 05th December 2023
Time: 16:30 Hrs. and 16:45 Hrs. (PST) (for submission and opening of the Bids, respectively)

Bidders shall not have option to submit Bids electronically. However, a Bidder, in case of any query or seeking further information relating to the RFP Document or Bidding Process, may communicate the same via email addressed to the Procuring Agency.

ITC 18.1 Eligibility Criteria: The Bidder must qualify following requirements
ITC 13.1 as on the Bids Submission Deadline for further assessment
ITC 6.1 (technical evaluation and marking):
ITC 2.2

- **Nationality:** Bidder must have been incorporated or set up in Pakistan as evidenced by its registration documents;
- **Registration:** Bidder must have valid registration with (i) Federal Board of Revenue (FBR); (ii) Sindh Revenue Board; and (iii) Pakistan Engineering Council as Consulting Engineer with Project Profile Code 1215, and Service Codes as 0537, 0538, 0542, 0543;
- **Active Taxpayer:** Bidder must be on active taxpayer list of FBR and must have filed income tax returns during the last three (3) years;
- **Power of Attorney:** Bidder must submit a power of attorney, as required by the RFP Document, for the authorized person nominated to sign the documents;
- **Financial Turnover:** Bidder must have an average annual financial turnover of at least PKR 100 million during the last three years, as verifiable from the financial statements audited by a Certified Chartered Accountant in Pakistan;
- **Experience:** Bidder must have completed at least two (2) assignments relating to design (with hydraulic model studies) of bridges, each with a minimum length of 800 meters, completed during the last five (5) years;
- **Key Professional Staff:** Bidder must have and propose all the eligible Key Experts listed under Technical Evaluation Criteria;
- **Government Owned Organization:** Bidder must be: (i) legally and financially autonomous; (ii) operates under commercial law;

- **Conflict of Interest:** Bidder must not have any conflict of interest arising from prior or existing contracts or relationships which could materially affect the potential involvement of the Bidder and to comply with the obligations set out in the RFP Document issued with respect to this Assignment;
- **Non-performing Contracts and Litigation History:** Bidder must provide details of (i) non-performing contracts with cogent reasons; and (ii) disputes and litigation or arbitration cases in-hand and pending for adjudication (if any);
- **Non-blacklisting:** Bidder must not be: (i) blacklisted by any public sector organization and IFIs; (ii) debarred by the Procuring Agency till the Bids Submission Deadline; (iii) in bankruptcy or liquidation proceeding; and (iv) convicted of, fraud, corruption, collusion, or money laundering.

The prospective Bidders must read carefully and note the following conditions relating to an integral part of evaluation:

- i. Sub-consultant's credentials and experience are not eligible for scoring. Furthermore, the global experience of parent company or associated firms abroad is also not eligible for scoring;
- ii. The Procuring Agency shall consider the Bidder's experience to the extent of contracts as directly awarded in its own or Bidder's title (but not their staff or any parent or subsidiary company). Secondly, the claimed experience or contracts awarded (respective milestones) must be satisfactorily completed as evidenced by the supporting documents submitted with the Bid;
- iii. Any Conditional Bid submitted by a Bidder shall be treated as non-responsive during technical or financial evaluation, as the case may be;
- iv. If a Consultant is notified as qualified and awarded the procurement contract based on the experience of a foreign staff, then such Professional Staff from must be present during the contract negotiation, if any held, and fielded along with other staff during the targeted milestones.

ITC 18.1 **Eligibility Criteria (Mandatory Documents):** Bidder must enclose,
ITC 13.1 along with Technical Proposal, copies of the following documents
ITC 6.1 including but not limited to (**refer to the Eligibility and Technical**
ITC 2.2 **Evaluation Criteria for further details):**

- Registration details including Memorandum & Articles of Incorporation (or equivalent documents of constitution) and documents of registration of legal entity (NTN, SRB, PEC, etc.);
- Company profile describing nature of business and field of experience;
- Power of Attorney (**Appendix – C**);
- Integrity Pact (**Appendix – A**);
- Audit reports containing balance sheets and income statements

- of last three (3) years duly issued and verified by a certified chartered accountant firm¹;
- Qualification record indicating contracts scope and references proving completion of requisite contract(s) in last ten (10) years;
 - Contract agreements with description of services and completion certificates (or any other substantial evidence);
 - CVs of the Key Professional Staff dedicated for this Assignment;
 - Historical contracts non-performing details, if any, with reasons leading to non-performance;
 - Litigation history with pending cases and nature of such litigations;
 - An affidavit that the Bidder is not blacklisted by any public or private sector organization (**Appendix – B**);
 - Any other document, including Bid Forms as applicable and referred to in The ITC, associated with qualifying the eligibility, technical evaluation criteria, and other terms and conditions.

The prospective Bidders must read carefully and note the following conditions relating to an integral part of the evaluation criteria:

- i. In case, Bidder has proposed a Key Professional Staff from public sector organization, then a 'No Objection Certificate' issued from such organization be enclosed with proposed individual CV;
- ii. Bidder must provide valid documents against each criterion as required for qualifying eligibility and technical evaluation criteria. The Proposal received with the incomplete document(s) or without concrete evidence(s) as required under the RFP Document shall be marked as disqualified or assigned zero marks as the case may be;
- iii. The Procuring Agency reserves the right to cross-verify or call further information/ documents, if deemed necessary during Bidding Process, to ensure the reliability of information and capability of Bidder. Bidder's non-submission of the required document(s) or information on time may result in disqualification or non-scoring of a particular credential.

ITC 18.1 Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

- i. **Specific Experience of the Consultant relevant to the Assignment (Max. Points = 40):** Bidder's experience relating to the design (with hydraulic model studies) of bridge with a minimum length of 800 meters completed during the last ten (10)

¹ Bidder shall require to submit annual statements, duly certified by a chartered accountant, for the most recent three (3) years in accordance with the RFP Document. However, where a Bidder is unable to submit an audited statement for any of these financial years due to the pendency of internal approval or any other legal requirement, then the Bidder, in such a case, shall submit draft audit statements duly verified by certified chartered accountant along with valid reasons/ justification for submitting the draft, while submitting Bid to the Procuring Agency.

years **(08 points for each project)**;

ii. **Adequacy of the proposed methodology and work plan in responding to Terms of Reference (Maximum Points = 20):**

(a) Technical approach and methodology **(0 – 10 points)**

(b) Work plan **(0 – 5 points)**

(c) Organization and staffing **(0 – 5 points)**

iii. **Key professional staff qualifications and competence for the Assignment (Max. Points = 30) (Maximum Weightage Qualification 30% and Experience 70%):**

(a) Team Leader (06 points)

Qualification
Bachelors in Civil Engineering with Masters in Transportation Engineering (Weight 30%) or Bachelors in Civil Engineering or equivalent (Weight 20%)
Experience
Experience in planning, designing and leading or execution of roads or highways or expressways or bridges construction projects:
- ≥ 20 years' (Weight 70%) or
- ≥ 15 years and < 20 years (Weight 50%)

(b) Principal Structural Engineer (05 points)

Qualification
Bachelors in Civil Engineering along with Masters in Structural Engineering (Weight 30%) or Bachelors in Civil Engineering or equivalent (Weight 20%)
Experience
Experience in structural design of roads or highways or expressways or bridges construction projects:
- ≥ 20 years' (Weight 70%) or
- ≥ 15 years and < 20 years (Weight 50%) or
- ≥ 12 years and < 15 years (Weight 30%)

(c) Principal Highway Engineer (05 points)

Qualification
Bachelors in Civil Engineering along with Masters in Transportation Engineering (Weight 30%) or Bachelors in Civil Engineering or equivalent (Weight 20%)
Experience
Design experience as Highway or Geometric Design Engineer on roads or highways or expressways or bridges construction projects:
- ≥ 20 years' (Weight 70%) or
- ≥ 15 years and < 20 years (Weight 50%) or
- ≥ 12 years and < 15 years (Weight 30%)

(d) Hydrology & Drainage Engineer (05 points)**Qualification**

Bachelors in Civil Engineering along with Masters in Hydraulic Engineering (Weight 30%) or Bachelors in Civil Engineering or equivalent (Weight 20%)

Experience

Experience in designing hydraulic aspects of civil works and/ or designing of new and rehabilitation of existing roads or expressways or highways or motorways or bridges projects:

- ≥ 20 years' (Weight 70%) or
- ≥ 15 years and < 20 years (Weight 50%) or
- ≥ 12 years and < 15 years (Weight 30%)

(e) Quantity Surveyors (Quantity: 2) (09 points, i.e., 4.5 points per Quantity Surveyor)**Qualification**

Bachelors in Civil Engineering along with Masters in any Civil Engineering Category (Weight 30%) or Bachelors in Civil Engineering or equivalent (Weight 20%)

Experience

Experience in preparing budget plans, schedules, assessment of claims, estimates of quantities, and various payments certificates relating to the roads or expressways or motorways or highways or bridges projects:

- ≥ 20 years' (Weight 70%) or
- ≥ 15 years and < 20 years (Weight 50%) or
- ≥ 12 years and < 15 years (Weight 30%)

Note: The Bidder's proposed Key Experts (all) must have valid registration with the Pakistan Engineering Council.

iv. Average annual financial turnover during the last three (3) years (Maximum Points = 10):

- (a) ≥ PKR 400 million **(10 points)**
- (b) ≥ PKR 300 million and < PKR 400 million **(7 points)**
- (c) ≥ PKR 200 million and < PKR 300 million **(5 points)**
- (d) ≥ PKR 100 million and < PKR 150 million **(2 points)**

Note: Bidder must attain at least **80 points** to qualify for the opening of its sealed Financial Proposal.

ITC 19.4 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$S_f = 100 \times F_m / F$, in which “ S_f ” is the financial score, “ F_m ” is the lowest price, and “ F ” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:

T = 85; and

P = 15

Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.

ITC 20.1 **Expected date and address for contract negotiation** is 01st
ITC 23.1 January 2024 at the PPP Node, LG&HTP Department, 1st Floor,
Bahria Complex I, M.T. Khan Road, Karachi.

ITC 24.1 The Procuring Agency shall **award the procurement Contract** to a Consultant qualifying the eligibility or preliminary evaluation criteria and attaining the highest combined technical and financial score using **Quality & Cost Based Selection (QCBS)** method – **Most Advantageous Bid**.

ITC 24.2 Successful Bidder, whose bid found and declared by the Procuring Agency as the Most Advantageous Bid, upon receiving the Letter of Award shall require furnishing the **performance security** equivalent to **2% of the contract amount** in the shape of **Pay Order or Demand Draft or a Bank Guarantee**, valid for a period of twenty-eight (28) days beyond the specified Contract duration, issued by a scheduled bank in Pakistan in favor of ‘**Secretary, Local Government & Housing Town Planning Department, Government of Sindh**’.

ITC 24.3 **Expected date for commencement of services** is 05th January 2024 or immediately after signing of the Contract by both the parties.

Section III – Technical Proposal

Table of Contents

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

Refer to Reference ITC Clause 13.2 of the Data Sheet for format of Technical Proposal to be submitted, and/ or ITC Clause 13.2 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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Form Tech-1. Technical Proposal Submission Form

[Location, Date]

To: *[Name and address of the Procuring Agency]*

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.

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,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form Tech-2. Consultant's Organization and Experience

A. Consultant's Organization

*[Provide here a brief (**preferably not more than five 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 50 pages.]

Assignment name:	Approximate value of contract (PKR):
Country: Location within country:	Duration of Assignment (months):
Name of procuring agency or purchaser:	Total No of staff-months of the Assignment:
Address:	Approx. value of the services provided by your firm under the contract (PKR):
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:

Form Tech-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency

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. Suggested changes for the improvement of the Assignment's Terms of Reference as part of the Form Tech-4 may also be reflected under this section.]*

B. On Counterpart Staff and Facilities

[Comment here on the counterpart staff and/ or facilities to be provided by the Procuring Agency according to Paragraph Reference 2.5 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. Bidders are suggested to present their Technical Proposal (20 pages, preferably not exceeding 2,000 words per component – inclusive of charts and diagrams) divided into the following three chapters:]

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

a) Technical Approach and Methodology. *In this chapter, the Bidder should explain the understanding 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. The Bidder should highlight the problems being addressed and their importance and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.*

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

c) Organization and Staffing. *In this chapter, the Bidder should propose the structure and composition of the team. The Bidder should list the main disciplines of the Assignment, the key expert responsible, and proposed technical and support staff.]*

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 specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____
6. **Membership of Professional Associations**: _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
8. **Countries of Work Experience** [*List countries where staff has worked in the last ten years*]: _____
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]: _____
 From [Year]: _____ To [Year]: _____
 Employer: _____ Positions held: _____
11. **Detailed Tasks Assigned** [*List all tasks to be performed under this Assignment*]: _____
12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** [*Among the Assignments in which the staff has been involved, indicate following information for those Assignments that illustrate staff capability to handle tasks listed under point 11.*]:
 Name of Assignment or project: _____ Year: _____
 Location: _____ PA: _____
 Main project features: _____ Positions held: _____
 Activities performed: _____

13. Certificate

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

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

Full name of authorized representative: _____

Form Tech-7. Staffing Schedule²

No	Name of Staff	Staff Input (in the form of bar chart) ³													Total Staff-Month Input			
		1	2	3	4	5	6	7	8	9	10	11	12	N	Home	Field ⁴	Total	
Foreign																		
1		[Home]																
		[Field]																
2																		
3																		
N																		
													Subtotal					
Local																		
1		[Home]																
		[Field]																
2																		
3																		
N																		
													Subtotal					
													Total					
Full time input						Part time input												

² For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

³ For Months are counted from the start of the Assignment. For each staff indicate separately staff input for home and field work.

⁴ Field work means work carried out at a place other than the Consultant's home office.

Section IV – Financial Proposal

Standard Forms

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

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para 3 of the Letter of Invitation.]

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Form FIN-3. Breakdown of Costs by Activity.....	48
Form FIN-4. Breakdown of Remuneration.....	49
Form FIN-5. Breakdown of Reimbursable Expenses.....	50
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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 figures⁷]*.

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 the ITC Clause 9.1 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 below⁸:

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: _____

⁷ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

⁸ 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 Costs⁹

Item No.	Description of Services	Costs (in PKR)
1.	Third-party validation of cost estimates of the additional works	
Total Cost of Financial Proposal (inclusive of all the taxes)¹⁰		

⁹ The Bidder may update this form considering its own requirement; however, the payment shall be made as per the milestones satisfactory completed and defined under the Conditions of Contract of RFP Document.

¹⁰ Total cost must be inclusive of all applicable taxes as payable by the Consultant according to law of the land. This cost shall cover all the costs associated with performing the Assignment as detailed under the TOR. The Contract Price payments shall be made in accordance with the Conditions of Contract available with the RFP.

Form FIN-3. Breakdown of Costs by Activity¹¹

Group of Activities: ¹²	Description: ¹³			
_____	_____			
_____	_____			
Cost Component	Costs ¹⁴			
	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency]
Remuneration ¹⁵				
Reimbursable Expenses				
Subtotals				

NOT APPLICABLE

¹¹ Form FIN-3, if applicable, 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.

¹² Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8

¹³ Short description of the activities whose cost breakdown is provided in this Form.

¹⁴ Indicate between brackets the name of the foreign currency. use the same columns and currencies of Form FIN-2.

¹⁵ 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 Remuneration¹⁶

[This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Time Based]

Group of Activities: _____							
Name ¹⁷	Position ¹⁸	Staff-month Rate ¹⁹	Input ²⁰ (Staff-months)	[Indicate Foreign Currency # 1] <small>21</small>	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
Foreign Staff							
		[Home]					
		[Field]					
Local							
		[Home]					
		[Field]					
Total Costs							

NOT APPLICABLE

¹⁶ Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

¹⁷ Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

¹⁸ Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

¹⁹ Indicate separately staff-month rate and currency for home and field work.

²⁰ Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

²¹ Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Form FIN-5. Breakdown of Reimbursable Expenses²⁶

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

Group of Activities:								
No	Description ²⁷	Unit	Unit Cost ²⁸	Quantity	[Indicate Foreign Currency # 1] ²⁹	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
	Per diem allowances	Day						
	International flights ³⁰	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 ³¹							
Total Costs								

NOT APPLICABLE

²⁶ Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

²⁷ Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

²⁸ Indicate unit cost and currency.

²⁹ Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

³⁰ Indicate route of each flight, and if the trip is one- or two-ways.

³¹ Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

Form FIN-5. Breakdown of Expenses

[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to Consultant for possible additional services requested by the PA]

No	Description ³²	Unit	Unit Cost ³³
	Per diem allowances	Day	
	International flights ³⁴	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i>		
	Drafting, reproduction of reports		
	Equipment, instruments, materials supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel ³⁵		

NOT APPLICABLE

³² Delete items that are not applicable or add items according to Paragraph Reference 3.6 of the Data Sheet.

³³ Indicate unit cost and currency.

³⁴ Indicate route of each flight, and if the trip is one- or two-ways.

³⁵ Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

Appendix. Financial Negotiations – Breakdown of Remuneration Rates

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

1. Review of Remuneration Rates

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

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

- i. **Salary:** This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.
- ii. **Social Costs:** Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an Assignment if no additional staff replacement has been provided. Additional leave taken at the end of an Assignment in accordance with the firm's leave policy is acceptable as a social cost.
- iii. **Cost of Leave:** The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as per percentage of salary}^{36} = \frac{\text{Total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

- iv. **Overheads:** Overhead expenses are the firm's business costs that are not directly related to the execution of the Assignment and shall not be

³⁶ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

- reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Agency does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.
- v. **Fee or Profit:** The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.
 - vi. **Away from Headquarters Allowance or Premium:** Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit.
 - vii. **Subsistence Allowances:** Subsistence allowances are not included in rates, but are paid separately and in local currency. No additional subsistence is payable for dependents-subsistence rate shall be same for married and single team members.
 - viii. Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable Expenses

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

3. Procuring Agency Guarantee

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

NOT APPLICABLE

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consult's Representation Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

NOT APPLICABLE

Consultant’s Representation Regarding Costs and Charges

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

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/ Day/ Year	Social Charges ³⁷	Overhead	Subtotal	Fee ³⁸	Away from Headquarter Allowance	Proposed Fixed Rate per Working Month/ Day/ Hour	Proposed Fixed Rate per Working Month/ Day/ Hour
Head Office									
Field									

NOT APPLICABLE

³⁷ Expressed as percentage of 1

³⁸ Expressed as percentage of 4

Section V – Terms of Reference

SUMMARY/ OVERVIEW OF THE ASSIGNMENT	
Procuring Agency	Public Private Partnership Node, Local Government & Housing Town Planning Department, Government of Sindh
Assignment Title	Third-party validation of cost estimates of the additional works
Assignment Description	Under this Assignment, the Consultant shall inter alia require conducting verification of cost of the additional works of elevated structures of 4.5 km (approx.), road works, retaining walls, and other structures relating to the project's additional and ancillary works with detailed bill of quantities proposed/ prepared by private party and verified by Independent Expert. Subsequently, the Consultant shall require preparing a verification report for the Competent Authority's perusal to make an informed decision as further detailed in the TOR's Assignment Scope.
Contract Duration	One and a half (1½) months
Contract Type	Lump-sum or fixed
Procurement Framework	Sindh Public Procurement Act, 2009, including the SPP Rules, Regulations, Orders or Instructions framed thereunder.
Market Approach	National competitive bidding
Selection Method	Quality cost-based selection
Commencement Date (Expected)	05 th January 2024 or immediately after signing Contract.

1. INTRODUCTION

The Local Government & Housing Town Planning Department, Government of Sindh, is developing a project under a public-private partnership mode as a 6-lane dualized expressway along the Malir River from Hino Chowk near KPT Flyover to Karachi–Hyderabad Motorway (M-9) near Kathore via link road. The total length of the project is 39.3 km, which is expected to provide a new southern alternative route for carrying port traffic and traffic from industrial areas to main highways while reducing commuting time from KPT Flyover to Superhighway (M-9) to only 25 minutes.

1. PROJECT BACKGROUND

The project's construction work started in January 2022, and its first segment from Qayyumabad near KPT Flyover to Quaidabad near the bridge over the Malir River is expected to be completed by the end of 2023. However, the private party/ concessionaire faced problems in undertaking construction works ahead of Quaidabad near Sammo, Laasi and Shafi Goth areas (in Murad Memon and Gadap

Towns) as the original alignment passes through densely populated settlements and most of these goths (villages) falling in the right-of-way of the project are regularized (goth) areas necessitating a re-alignment or some other alternate design to avoid large-scale relocation and resettlement of the people of these areas.

The above matter was discussed in detail in the PPP Policy Board's various meetings, whereby an option comprising elevated expressway construction was approved to avoid resettlement and land acquisition. After that, the project's concessionaire undertook a detailed assessment based on topography, hydrology and design speed and presented an alternate alignment based on elevated construction of the expressway through the bed of the Malir River, thereby avoiding the densely populated Sammo Goth area. The proposed alignment was also reviewed by the Independent Engineer and the Independent Auditor, who have submitted their report.

The Board, in its last meeting, deliberated on alternative realignment and, considering the project's importance for people of Sindh, decided matter as follows:

- a) The concessionaire shall carryout detailed design of the additional works (based on the re-aligned elevated section) and prepare detailed BOQs;
- b) Cost of the additional works based on the detailed design and BOQs shall be verified by the IE in the form of a Report;
- c) After verification of the IE, the cost of additional works shall also be further verified through a reputed Independent Engineering firm; and
- d) A detailed Report setting out the costs for additional works along with verification reports, as stated in paras 2 and 3 above, shall be presented before the Board for making an informed decision.

In compliance with this decision, the Public Private Partnership Node, LG&HTP Department (**'Procuring Agency'**) now invites sealed bids from the eligible bidders for conducting an independent third-party validation of cost estimates of the additional works (**'Assignment'**) following the Sindh Public Procurement Rules, 2010 (**'SPP Rules'**).

3. ASSIGNMENT SCOPE

Under this Assignment, the Consultant shall be required to provide the professional services through independently and objectively carrying out the verification/ validation of the cost of the additional works of elevated structures of 4.5 km (approx.), road works, retaining walls, and other structures relating to the project's additional and ancillary works with detailed bill of quantities prepared by the project's private party and subsequently verified by the independent expert. Subsequently, the Consultant shall prepare a verification report for further consideration by the Competent Authority to make an informed decision.

The Consultant shall be responsible to engage the Key Professional Staff together with the supporting technical and other supporting staff to perform the Assignment.

4. ASSIGNMENT DELIVERABLES & PAYMENT SCHEDULE

The Consultant shall achieve the Assignment's milestones and deliverables in one and a half (1½) months effective from the Contract signing date, expected in the first week of January 2024. The Procuring Agency shall release 100% payments to the Consultant within thirty (30) Days upon completion of the following deliverables approved by the Procuring Agency's authorized representative/ oversight committee:

- a. Third-party validation report of cost estimates of the additional works (5 hard + 1 soft copies)
- b. Presentation on the outcome of the third-party validation (5 hard + 1 soft copies)

5. ASSIGNMENT RFP INQUIRIES/ CLARIFICATION

Requests for clarification shall always be made in writing at least five (5) calendar days prior to the date of opening of bids and must be addressed or sent via mail or fascimile and e-mail (**both**) mentioned below:

Attention: Project Director, Malir Expressway Project

Address: PPP Node, Local Government & Housing Town Planning Department, 1st Floor, Bahria Complex I, M.T. Khan Road, Karachi.

Phone No: +92 21 99332497

E-mail: ppp.fsta@gmail.com

6. RELEVANT INFORMATION

For more information relating to the Bidding Process, **please keep visiting the websites:** <https://lgdsindh.gov.pk/> and <https://www.pppunitsindh.gov.pk/>.

Section VI – Conditions of Contract and Standard Forms

General Conditions of Contract

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General Conditions of Contract

1. General Provisions

1.1. Definitions

1.1.1. 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” 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) “Consortium” means Consultants comprised of a group of two or more enterprises formed to submit a Proposal in accordance with the RFP;
- (e) “Contract” means the contract signed by the Parties and all the attached documents listed in its Clause 1, i.e., General Conditions (GC), the Special Conditions (SC), and the Appendices;
- (f) “Contract Price” means the price to be paid for the performance of Services, in accordance with Clause 6;
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1;
- (h) “Foreign Currency” means any currency other than the currency of the PA’s country;
- (i) “GC” means these General Conditions of Contract;

- (j) “Government” means the Government of Sindh;
- (k) “Local Currency” means Pak Rupees;
- (l) “Member” means any of the entities that make up the joint venture/ Consortium/ association, and “Members” means all these entities;
- (m) “Party” means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them;
- (n) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof;
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
- (p) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References;
- (q) “Sub-Consultants” means any person or entity to whom/ which the Consultant subcontracts any part of the Services;
- (r) “In writing” means communicated in written form with proof of receipt.

1.2. Law Governing Contract

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

1.3. Language

1.3.1. This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to 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**
- 1.5.1. 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 Procuring Agency may approve.
- 1.6. Authority of Member in Charge**
- 1.6.1. 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 Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the PA.
- 1.7. Authorized Representatives**
- 1.7.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SC.
- 1.8. Taxes and Duties**
- 1.8.1. 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**
- 1.9.1. If the Procuring Agency determines that the Consultant and/or its Personnel, sub-contractors, sub-Consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/ disqualification as provided in the SPP Rules.
- 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.
- 1.9.2. **Integrity Pact** – If the Consultant or any of his Sub-Consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact

signed by the Consultant as Appendix-A to this Form of Contract, then the Client shall be entitled to:

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

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

2. Commencement, Completion, Modification and Termination of Contract

- | | |
|---|--|
| 1.1. Effectiveness of Contract | 2.1.1. This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date. |
| 2.2. Commencement of Services | 2.2.1. The Consultant shall begin carrying out the Services not later than number of days after the Effective Date specified in the SC. |
| 2.3. Expiration of Contract | 2.3.1. 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 | 2.4.1. 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 Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |

2.5. Force Majeure

2.5.1. 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 Procuring Agency:** The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Procuring Agency 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 Procuring Agency may have subsequently approved in writing;

- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Procuring Agency 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 PA, such notice to be given after occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract without Consultants fault;
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) If the Procuring Agency fails to comply with any final decision reached as 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 Procuring Agency 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

3.2.1. 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.

3.2.2. **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.

3.2.3. **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.

3.2.4. 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 activities assigned to them under Contract.

3.3. Confidentiality

3.3.1. 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

3.4.1. 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 Procuring Agency 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

3.5.1. The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

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

3.6. Reporting Obligations

3.6.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in (Procuring Agency may insert appendix) hereto, in the form, in

the numbers and within the time periods set forth in the said Appendix.

3.6.2. 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 Procuring
Agency**

3.7.1. 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.

3.7.2. 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 Procuring Agency and/or persons appointed by the Procuring Agency 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 Procuring Agency 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 Personnel

**4.1. Description of
Personnel**

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

Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2. Removal and/or Replacement of Personnel

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

4.2.2. If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then 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.

4.2.3. 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

5.1.1. The Procuring Agency 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

5.2.1. 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

5.3.1. The Procuring Agency shall make available free of charge to the Consultant the Services and Facilities listed under the Bid Data Sheet.

6. Payments to the Consultant

- 6.1. Security** 6.1.1. The Consultant has to submit the performance security at the rate mention in SC.
- 6.2. Lump-Sum Contract** 6.2.1. 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** 6.3.1. The price payable in Pak Rupees/ foreign currency is set forth in the SC.
- 6.4. Payment for Additional Services** 6.4.1. For purpose of determining 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** 6.5.1. 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 Procuring Agency 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 Procuring Agency specifying the amount due.

7. Good Faith

- 7.1. Good Faith** 7.1.1. 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 realization of objectives of this Contract.

8. Settlement of Disputes

- 8.1. Amicable Settlement** 8.1.1. 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**

8.2.1. 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 provisions specified in SC.

Special Conditions of Contract

*The following Special Conditions of Contract (SCC) shall **supplement and/ or amend the General Conditions of Contract (GCC)**. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.*

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1.1(a)	The Applicable Procurement Law is: Sindh Public Procurement Act and Sindh Public Procurement Rules (as prevails at the RFP advertisement time)
GCC 1.1.1(b)	The Procuring Agency's Name is: Public Private Partnership Node, Local Government & Housing Town Planning Department, Government of Sindh
GCC 1.2.1.	The Contract shall be construed in accordance with the law of: Islamic Republic of Pakistan.
GCC 1.3.1.	The Language is: English
GCC 1.4.1.	<p>The addresses are:</p> <p><u>Procuring Agency:</u></p> <p>Attention: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>Phone No: _____</p> <p>E-mail: _____</p> <p><u>Consultant:</u></p> <p>Attention: _____</p> <p>Address: _____</p> <p>City: _____</p> <p>Phone No: _____</p> <p>E-mail: _____</p>
GCC 1.5.1.	The services shall be performed at: Karachi and the Project's locations as further specified in the TOR.
GCC 1.6.1.	The Member in Charge is: Not applicable
GCC 1.7.1.	<p>The Authorized Representatives are:</p> <p>For the PA: _____</p> <p>For the Consultant: _____</p>

-
- GCC 1.8.1.** All the taxes and duties including income, service, stamp duty, and those as applicable on the offered services under this Contract shall be borne by the Consultant. The applicable taxes shall be deemed as part of the Consultant's total quoted bid.
-
- GCC 2.1.1.** The date for effectiveness of contract shall start with effect from the date of agreement signing by both the Parties.
-
- GCC 2.1.2.** The Consultant shall commence contractual services within three (3) days or immediately after signing of agreement. Confirmation of the Professional Staff/ Key Experts' availability to start Assignment shall be submitted to the Procuring Agency in writing (also along with the Proposal) as a written statement signed by each Expert.
-
- GCC 2.3.1.** The Contract shall remain effective for one and a half (1½) months; however, this stipulated period may be extended at no-cost or without any change in the Contract Price in case of a reasonable delay, acceptable to the Procuring Agency, in the Project's execution subject to the terms and conditions laid down in the RFP.
-
- GCC 2.4.1.** Any modification or variation of terms and conditions of this Contract, including any modification or variation of the scope of Services (except the Proposed Concessions), if required, will be made through an addendum to agreement with mutual consent of both the parties.
-
- GCC 3.6.1.** Reporting obligations include but is not limited to the following (**refer to the TOR's and GCC 6.5.1. for further details**):
- Third-party validation report on cost estimate of the additional works
 - Presentation on the outcome of the third-party validation
-
- GCC 6.1.1.** Successful Consultant, upon fourteen (14) days of issuance of the Letter of Award, shall require submitting **performance security** equivalent to **2% of the Contract Price** in shape of **Bank Guarantee** issued by a scheduled bank in Pakistan in favor of '**Secretary, Local Government & Housing Town Planning Department, Government of Sindh**'. Discharge of the security shall take place within twenty-eight (28) days following satisfactory completion of the PA's performance obligations.
-
- GCC 6.3.1.** The Procuring Agency shall release the payments to the successful Bidder in **Pak Rupees** only.
-
- GCC 6.5.1.** The payments shall be made according to deliverables and schedule as specified under Section V – Terms of Reference of RFP Document.
-
- GCC 8.2.1.** Disputes shall be settled in accordance with Arbitration Act, 1940.
-

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 Procuring Agency 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**
 - 1.1 The Consultant shall perform the services specified in Section V – Terms of Reference and Scope of Services,” which is made an integral part of this Contract (the ‘Services’).
 - 1.2 The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.
- 2. Term**
 - 2.1 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**
 - 3.1 **Ceiling:** For Services rendered pursuant to Section V, the Procuring Agency shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - 3.2 **Payment Conditions:** Payment shall be made in Pak Rupees (PKR), no later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 5.
- 4. Economic Price Adjustment**
 - 4.1 Not applicable
- 5. Project Administration**
 - 5.1 **Coordinator:** The Procuring Agency 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

DRAFT CONTRACT

payment, and for acceptance of the deliverables by the PA.

5.2 **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.

5.3 **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 Procuring Agency 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 Standards

6.1 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 Procuring Agency considers unsatisfactory.

7. Confidentiality

7.1 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 Procuring Agency's business or operations without the prior written consent of the PA.

8. Ownership of Material

8.1 Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Procuring Agency 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

9.1 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

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

- 11. Assignment** 11.1 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** 12.1 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** 13.1 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 PROCURING AGENCY

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title _____

Title _____

Appendices

Standard Forms

[Note: Standard Forms provided in this RFP Document for securities are to be issued by an eligible bank mentioned in the Data Sheet. In case, a Bidder chooses to submit bid or performance security using Bank Guarantee, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities].

Form of Bid Security

(Bank Guarantee)

Guarantee No. _____

Executed on _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Bidder) with address: _____

Sum of Security (express in words and figures): _____

RFP/ Bid Reference No.: _____

RFP/ Bid Date: _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the RFP/ Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the _____, (hereinafter called the '**Procuring Agency**') in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying RFP/ Bid numbered and dated as above for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes a bid security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the bid security shall remain valid for a period of twenty eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
 - (a) the Principal withdraws his Bid during the period of validity of Bid, or
 - (b) the Principal does not accept the correction of his Bid Price, or
 - (c) failure of the successful bidder to
 - (i) furnish the required performance security, in accordance with Sub-Clause ITC-24.2 of Instructions to Consultants, or
 - (ii) sign the proposed Contract Agreement, in accordance with Sub-Clauses ITC-9.1 & 9.2 of Instructions to Consultants,
 the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency in accordance with his Bid as

accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, a performance security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfillment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite performance security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

		Guarantor (Bank)
Witness:	1. Signature	_____
1. _____	2. Name	_____
_____	3. Title	_____
Corporate Secretary (Seal)		
2. _____		

(Name, Title & Address)		Corporate Guarantor (Seal)

Form of Performance Security

(Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry Date _____

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address: _____

Name of Principal (Consultant) with address: _____

Sum of Security (express in words and figures): _____

Letter of Acceptance No. _____

Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the RFP Document and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Assignment).

NOW THEREFORE, if the Principal (Consultant) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements and Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up

to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Consultant) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. Signature _____

1. _____

2. Name _____

Corporate Secretary (Seal)

3. Title _____

2. _____

(Name, Title & Address)

Corporate Guarantor (Seal)

Appendix A – Integrity Pact

Declaration of Fees, Commission and Brokerage etc. Payable by the Consultant

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

Dated _____

..... *[name of Consultant]* hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government 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 Consultant]* represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, Consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with object of obtaining or inducing procurement of 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 Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent above declaration, representation or warranty.

[name of Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at 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 sum of any commission, gratification, bribe, finder's fee or kickback given by *[name of Supplier]* as aforesaid for 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 the Procuring Agency: _____

Name of the Consultant: _____

Signature: _____

Signature: _____

[Seal]

[Seal]

Appendix B – Affidavit (non-blacklisting)

[On stamp paper of PKR 200]

[Location, Date]

To: *[Name and address of PA]*

Re: Third-party validation of cost estimates of the additional works.

Dear Sir:

Pursuant to the Request for Proposal Document dated *[insert the date]* in respect of the Project, *[Insert Name of the Attorney]* hereby represents and warrants that, as of the date of this letter, *[Insert Name of Bidder]*:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of, fraud, corruption, collusion or money laundering during the last five (5) years;
- (c) is not aware of any Conflict of Interest or potential Conflict of Interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract; and
- (d) is not blacklisted by any Federal or Provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and /or International Organizations, as at the submission deadline; and
- (e) does not fall within any of the circumstances for ineligibility listed in Instructions to Consultants Clauses-18.1, 13.1, 6.1, and 2.2 (Eligibility Criteria – Bid Data Sheet) of the RFP Document;

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Appendix C – Power of Attorney

[On stamp paper of PKR 200]

[Location, Date]

Know all men by these presents, we, _____ **[insert name and address of the registered office of the firm]** do hereby constitute, appoint and authorize Mr./ Ms. _____ **[insert name and father name]** who is presently employed with **[Insert name of firm]** and holding the position of _____ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our Bid for providing consultancy services in relation to the *third-party validation of cost estimates of the additional works* (**'Assignment'**), including signing, authenticating and submission of application/ Proposals (Technical and Financial) and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Local Government & Housing Town Planning Department, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Projects documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For and on behalf of

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Witnesses:

Signature: _____

Name: _____

CNIC No.: _____

Signature: _____

Name: _____

CNIC No.: _____