



GOVERNMENT OF SINDH /31
PUBLIC HEALTH ENGINEERING &
RURAL DEVELOPMENT DEPARTMENT
Karachi dated the, 04th March, 2020

NOTIFICATION

No. SO(T)/PHE/SPP-RULES/2010: In exercise of the powers conferred by Rule-67 of Sindh Public Procurement Rules-2010 (Ammended-2019), a Consultant Selection Committee for hiring of consultant for **Feasibility Study of Water Supply Scheme Larkano from Dadu Canal Source** Public Health Engineering Division Larkano is hereby constituted as under:

- | | | | |
|------|---|---|---------------------|
| i. | Superintending Engineer,
PHE Circle Larkano |  | Chairman |
| ii. | Executive Engineer,
PHE Division-I Larkano | | Member/Secretary |
| iii. | Representative of Finance Department
Not below the rank of BS-18 | | Member
18/3/2020 |
| iv. | Representative of P&D Department
Member
Not below the rank of BS-18 |  | Member
13/3/2020 |
| v. | Executive Engineer,
<u>Highway or Building Division Larkano</u> |  | Member |

Terms of reference/functions of the committee:

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

06-03-2020

Chairman, PHE
Diary # 1283
Dated: 5-3-20



**EXECUTIVE ENGINEER (DEV)
PUBLIC HEALTH ENGG: DIVISION-I
LARKANO**

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No.TC/ **3640** /of 2026

Dated: **17** /Feb/2026

“Our Faith Corruption Free Pakistan”

REQUEST FOR PROPOSALS

HIRING OF CONSULTING FIRM TO CARRY OUT FEASIBILITY STUDY FOR WATER SUPPLY SCHEME LARKANO CITY FROM DADU CANAL SOURCE

Technical & Financial Proposals are invited from reputed Engineering Consulting firms having experience in Design, Planning and Construction Supervision of Water Supply Schemes having License/registration with Pakistan Engineering Council (PEC) in the relevant category valid for the year **2026** to carry out the Services for **“Feasibility Study for Water Supply Scheme Larkano City from Dadu Canal Source”**.

1. The RFP Documents for the assignment can be collected from the office of undersigned on payment of **Rs.5000/-** (as non-refundable document fee) on any working day up to **12-03-2026**.
2. The Technical and Financial Proposals will be considered and evaluated in accordance with SPPRA Rules and Evaluation Criteria adopted by the Public Health Engineering Department, Govt. of Sindh which is provided in RFP Document.
3. The interested consulting firm may obtain any further details regarding the project on any working day.
4. The Technical & Financial Proposals shall be submitted in duplicate (one original and one copy) in separate envelopes to reach the office of the undersigned in sealed envelopes not later than **12:00 PM** on date **12-03-2026** and Technical Proposals shall be opened on the same date at **01:00 PM**. If the Chairman is out of Head Quarter or Tenders found un-responded the next date of issuance upto **12:00 PM** on date **27-03-2026** and Technical Proposals shall be opened on the same date at **01:00 PM**.
5. Consortium considering of more than three (03) firms will not be eligible for the participation.

6. The participating consultant firm is required to submit performance security in form of pay order, demand draft or bank guarantee Five Percent (05%) with technical proposals.
7. The consultants having renewal certificates of **PEC** for the year **2026**, with having respective PEC Codes, shall only be eligible for participation Civil Engineering Consultants for proposed consultancy services.
8. If firms do not supply the full information in accordance with requirement of RFP, the proposal shall be considered as non-responsive.
9. Conditional and late application shall not be entertained.
10. The Procuring Agency reserves the right to accept or reject any or all Technical / Financial proposals without assigning any reason thereof under relevant provisions of SPPRA Rules.


(Rasim Ali Rind)
Executive Engineer (Dev)/
Member/Secretary (CSC)
Public Health Engg: Division-I
Larkano

C.C. for information to the:

- Director Information (Advertisement), Block No. 96, Sindh Secretariat Block 4-B, **Karachi.**
- Chief Engineer (Dev), Public Health Engg: Department, **Sukkur.**
- Superintending Engineer (Dev)/ Chairman CSC), Public Health Engg: Circle, **Larkano.**
- Notice Board.



**PUBLIC HEALTH ENGINEERING
DEPARTMENT
Government of the Sindh**

**HIRING OF CONSULTING FIRM TO CARRY OUT
FEASIBILITY STUDY FOR WATER SUPPLY SCHEME
LARKANO CITY FROM DADU CANAL SOURCE**

(Single Stage Two Envelope Bidding Procedure)

REQUEST FOR PROPOSAL

RFP No: _____

Issued on: ____/____/2026

Public Health Engineering (Dev) Division I Larkano

Preface

This Request for Proposals (“RFP”) has been prepared by Public Health Engineering Circle Larkano Public Health Engineering Division–I Larkano Government of the Sindh. This document has been based on Standard Request for Proposals (SRFP) that has to be used for various selection methods described in the SPPRA 2010.

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PART I

Section 1. Letter of Invitation

REQUEST FOR PROPOSALS

Technical & Financial Proposals are invited from reputed Engineering Consulting firms having experience in Design, Planning and Construction Supervision of Water Supply Schemes having License/registration with Pakistan Engineering Council (PEC) in the relevant category valid for the year 2026 to carry out the Services for

“Feasibility Study of Water Supply Scheme Larkano City from Dadu Canal

Source”.

1. The LOI/RFP Documents for the assignment can be collected from the office of Undersigned on payment of **Rs.5000/-** (as non-refundable document fee) on any working day up to **12-03-2026**.
2. The Technical and Financial Proposals will be considered and evaluated in accordance with SPPRA Rules and Evaluation Criteria adopted by the Public Health Engineering Department, Govt. of Sindh which is provided in RFP Document.
3. The interested consulting firm may obtain any further details regarding the project on any working day.
4. The Technical & Financial Proposals shall be submitted in duplicate (one original and one copy) in separate envelopes to reach the office of the undersigned in sealed envelopes not later than **12:00 PM** on date **12-03-2026** and Technical Proposals shall be opened on the same date at **01:00 PM**. If the Chairman is out of Head Quarter or Tenders found un-responded the next date of issuance upto **12:00 PM** on date **27-03-2026** and Technical Proposals shall be opened on the same date at **01:00 PM**
5. Consortium considering of more than three (03) firms will not be eligible for the participation.
6. The consultants having renewal certificates of PEC for the year 2025, with having respective PEC Codes, shall only be eligible for participation Civil Engineering Consultants for proposed consultancy services.
7. If firms do not supply the full information in accordance with requirement of RFP, the proposal shall be considered as non-responsive.

8. Conditional and late application shall not be entertained.
9. The Procuring Agency reserves the right to accept or reject any or all Technical / Financial proposals without assigning any reason thereof under relevant provisions of SPPRA Rules.

(Rashid Ali Rind)
Executive Engineer (Dev.)
Public Health Engg: Division I
Larkano

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

1. Definitions

- 1.1 “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- 1.2 “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- 1.3 “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- 1.4 “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- 1.5 “Day” means calendar day including holiday.
- 1.6 “Government” means the Government of Sindh.
- 1.7 “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- 1.8 “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- 1.9 “Proposal” means the Technical Proposal and the Financial Proposal.
- 1.10 “RFP” means the Request for Proposal prepared by the procuring Agency for the selection of Consultants.
- 1.11 “Sub-Consultant” means any person or entity to whom the Consultant sub contracts any part of the Services.

- 1.12 “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.
- 2. Introduction**
- 2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency’s representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.
- 3. Conflict of Interest**
- 3.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

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

(i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

(ii)

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

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

**Conflicting
Relationships**

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

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

4.Fraud and Corruption

- 4.1 It is Government's policy that Consultants under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in SPPRA Rules 2010 which defines:
- (i) "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of any-thing of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;
 - (ii) Under Rule 35 of SPPRA 2010, "The PA can inter alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

5.Integrity Pact

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

6.Eligibility Consultants

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

8.Only one Proposal

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

9.Proposal Validity

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

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

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their

Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11.Preparation of Proposals

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

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

12.Language

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 Islamic Republic of Pakistan.

13.Technical Proposal Format and Content

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

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint vent consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees

of the firm or has an extended and stable working relationship with it.

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

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

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last ten (10) years.
- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet

specifies training as a major component of the assignment (Section 3D).

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

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

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

16. Submission, Receipt, and 16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial

Opening of Proposals

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

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL

PROPOSAL” followed by name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

**17. Proposal
Evaluation**

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

- 17.2 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.

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

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

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

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

19. Evaluation of Financial Proposals

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

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

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

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 prerequisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant.

Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21.Technical Negotiations

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

22.Financial Negotiations

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

23.Availability of Professional staff/experts

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

24.Award of Contract

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

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

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

25.Confidentiality

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 award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Section 2. Instructions to Consultants

Data Sheet

ITC Reference	
1.1	Name of the Assignment is: <u>Consultancy Services for Carry out FEASIBILITY STUDY FOR WATER SUPPLY SCHEME LARKANO CITY FROM DADU CANAL SOURCE</u> The Name of the PA's official (s): <u>Executive Engineer (Dev.) Public Health Engg: Division I, Larkano</u> Address: <u>Opposite Zulfiqar Bagh Larkano.</u> Telephone: <u>+92-074-9410326</u> Facsimile: <u>+92-074-9410326</u> E-mail: <u>Phediv.larkana1@gmail.com</u>
1.2	The method of selection is: <u>Quality and Cost Based Selection (QCBS)</u> T: F = <u>80:20</u> The Edition of the Guidelines is: <u>Standard Bidding Documents by SPPRASBD/RFP for Selection of Consultants, 2012</u>
1.3	Financial Proposal to be submitted together with Technical Proposal: <u>Yes</u>
1.4	The PA will provide the following inputs and facilities : <u>Nil</u>
1.5	The Proposal submission address is: <u>Executive Engineer (Dev.) Public Health Engg: Division I Larkano, Opposite Zulfiqar Bagh Larkano.</u> Proposals must be submitted no later than the following date and time: <u>12-03-2026 & 12:00 PM.</u>
1.6	Expected date for commencement of consulting services: at: <u>12-03-2026.</u> If the Chairman is out of Head Quarter or Tenders found un-responded the next date of issuance upto <u>12:00 PM</u> on date <u>27-03-2026</u> and Technical Proposals shall be opened on the same date at <u>01:00 PM</u>

9.1	Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB)
10.1	Clarifications may be requested not later than five (05) days before the submission date. The address for requesting clarifications is: Opposite Zulfiqar Bagh Larkana. Facsimile: +92-074-9410326 E-mail: Phediv.larkana1@gmail.com
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: <u>Yes</u>
13.1	The format of the Technical Proposal to be submitted is: <u>Full Technical Proposal (FTP)</u>
13.2 (vii)	Training is a specific component of this assignment: <u>No</u>
16.2	Consultant must submit the original and two (02) copies of the Technical Proposal, and the original of the Financial Proposal.
13.1	The Mandatory Eligibility requirements for the Consulting Firms are as follows: i. Duly Licensed by Pakistan Engineering Council as Consulting Firm for the year 2024-25 or beyond having Project Profile Codes 1204 & 1206 and Service Codes 0507, 0510 & 0511, (In case of a JV or association of consultants, the Lead Firm shall have to fulfill the above criteria). A PEC License within 90 days of expiry can be accepted provided the bidder also provides a proof that the firm has already applied for renewal of registration within the time limit prescribed by PEC. ii. Valid Registration with FBR and SRB (certificates to be attached). iii. Not having been blacklisted by any government semi-government department agency, autonomous body, or other clients

iv. Firm/Consortium must have carried out at least one project of Feasibility Study of Water Supply project funded by any Foreign/International Agency Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:			
	Sr no.	Criteria	Marks
	A	Profile of Firm	15 Marks
	(i)	Name, address, telephone, fax numbers and e-mail address of firm;	Maximum 5 Marks
	(ii)	Organizational Structure of the firm.	Maximum 5 Marks
	(iii)	Year of establishment [01 Mark for every 01 year since establishment of the firm]	Maximum 5 Marks
	B	Experience of the Firm or Joint Venture	62 Marks
	(i)	Undertaken projects worth minimum value of Rs: 300 Million each of Water Supply System of any city / Town.	Maximum 20 Marks 05 Marks for projects of value Rs: 300 Million or more
	(ii)	Undertaken projects worth minimum value of Rs: 500 Million each Master Planning, design of PC-I of any city / Town based 24/7 Water Supply System funded by any Foreign Donor Agency.	Maximum 10 Marks 05 Marks for projects of value Rs: 300 Million or more
	(iii)	Undertaken Third Party Design Review of Payment value Rs: 300 Million	Maximum 10 Marks 05 Marks for each work of Rs: 300 Million or more
	(iv)	Detailed supervision of Water Supply system of any Town or City of Rs: 300 Million or more	Maximum 12 Marks 03 Marks for each project of Rs: 300 Million or more
	(v)	Undertaken projects worth minimum value of Rs: 300 Million each for preparation of design of slow & Rapid sand filter of 02 MGD capacity each.	Maximum 10 Marks 2.50 Marks for each work of Rs: 300 Million or more
	C	Proposed Project Team	23 Marks
		Key professional Staff qualifications & competence for the assignments: The applicant should demonstrate that the proposed project team is from the personnel available with them on a permanent basis. The CVs of the key professionals and team members must be submitted with the proposal.	
MINIMUM STAFF REQUIRED			
	S no	Position	Qualification / Experience Required
			Max: Marks
	01	Project Manager / Team Leader	Masters in Engineering (any field of Civil Engineering) having minimum 25 years related experience in Water Supply Works
	02	Senior Design Engineer	Masters or Bachelors in Civil Engineering with minimum of 20 years' experience in Public Health Engineering Works
	03	Junior Engineer	Bachelors in Civil Engineering with

Section 2. Instructions to Consultants - Data Sheet

		(Civil)	minimum of 10 years' experience in Public Health Engineering Works	
	04	Survey Engineer	Bachelors in Civil Engineering or B-Tech (Civil) Engineering with minimum 10 years of related experience	03
	05	Quantity Surveyor	Bachelors in Civil Engineering or B-Tech (Civil) Engineering with minimum 10 years of related experience	03
	06	Environmental Expert	Masters in Environmental Engineering with minimum of 10 years' experience in field.	03
Notes: - Only one individual shall be evaluated for each position given above. - Only those individuals shall be evaluated, having the requisite qualifications and overall experience mentioned against each category of personnel. As such, the qualification and overall experience shall be used to determine the eligibility of the individual to be evaluated. The Qualification Criteria - In order to qualify for the assignment, the applicant shall secure: - Minimum 50% or above marks in each of the three (03) main categories A, B & C. - Overall 80% or above Marks. - Those applicants who either fail to secure 80% or more overall marks OR fail to secure 50% or more marks in any of the three (03) categories shall not be considered qualified and their financial proposal shall be returned un-opened as per SPPRA Rules. - Any false information provided by the applicant firms may result in disqualification. The minimum technical score (St) required to pass is:80 Marks				
20.1	Expected date and address for contract negotiations: _____ 2026			
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee Five Percent (05%)			
5.1	Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.45 million			

Section 3. Technical Proposal – Standard Forms

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

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *Executive Engineer (Dev.)
Public Health Engineering Division-I
Larkano*

Dear Sir:

We, the undersigned, offer to provide the consulting services **FEASIBILITY STUDY FOR WATER SUPPLY SCHEME LARKANO CITY FROM DADU CANAL SOURCE** in accordance with your Request for Proposals(RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope”].*

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

FORM TECH-3
COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTER PART
STAFF, AND FACILITIES TO BE PROVIDED BY THE PA

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

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

- a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

TEAM COMPOSITION AND TASK ASSIGNMENTS

[illegible]

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

1. **Proposed Position***[only one candidate shall be nominated for each position]:* _____
-
2. **Name of Firm***[Insert name of firm proposing the staff]:* _____
-
3. **Name of Staff***[Insert full name]:* _____
-
4. **Date of Birth:** _____ **Nationality:** _____
-
5. **Education***[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

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

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

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

-

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

-

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: _____

10. 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 the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

Name of assignment or project: _____

Year: _____

Location: _____

PA: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

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

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

Full name of authorized representative: _____

											Subtotal						
											Total						

- Full time input
 | Part time input

WORK SCHEDULE

[illegible]

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

Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

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

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Cost by Activity (NOT APPLICABLE)
FIN-4	Breakdown of Remuneration (NOT APPLICABLE)
FIN-5	Breakdown of Reimbursable Expenses (NOT APPLICABLE)

Appendix. Financial Negotiations – Breakdown of Remuneration Rates

Form FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *Executive Engineer (Dev.)*
 Public Health Engineering Division-I
 Larkano

Dear Sir:

We, the undersigned, offer to provide the consulting services for **FEASIBILITY STUDY FOR WATER SUPPLY SCHEME LARKANO CITY FROM DADU CANAL SOURCE** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form FIN-2
SUMMARY OF COSTS

DESIGN PHASE

Item	Unit	Fee
Survey, Design, Planning, Feasibility Studies and Preparation of PC-I for Water Supply Scheme of Larkano City, Preparation of Detailed Engineering Design, Cost Estimates, Tender Documents and Construction Drawings.	L/S	Rs. _____

Signed and Stamp of Consultant

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

1.

Form FIN-3
BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² 	Description:³ 			
Cost Component	Costs			
	<i>[Indicate Foreign Currency]</i>	<i>[Indicate Foreign Currency #2]</i>	<i>[Indicate Foreign Currency #3]</i>	<i>[Indicate Foreign Currency #4]</i>
Remuneration ⁵				
Reimbursable Expense ⁵				
Subtotals				

NOT APPLICABLE

1. Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in FormFIN-2.
2. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
3. Short description of the activities whose cost breakdown is provided in this Form.
4. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
5. For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.
- Standard Forms 41

FORMFIN-4

BREAKDOWN OF REMUNERATION¹

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

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

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

FORM FIN-5

BREAKDOWN OF REIMBURSABLE EXPENSES

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

Nº	Name ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between[Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel ⁴		

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

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

¹ .Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

² .Indicate unit cost and currency.

³ .Indicate route of each flight, and if the trip is one- or two-ways.

⁴ .Only if the training is a major component of the assignment, defined as such in the TOR.

1. Review of Remuneration Rates

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

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

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

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

- (iv) Overheads expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under

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

- (v) 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 Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit.
- (vii) Subsistence Allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members.

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

2. Reimbursable expenses

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

3. PA Guarantee

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

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the staff members listed which have not been raised other than within the normal annual pay increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest pay slips of the staff members listed;
- (c) the away- from-headquarters allowances indicated below are those that the Consultant has 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 Firms]

Signature of Authorized Representative

Date

Name:

Title:

Consultant's Representations Regarding Costs and Charges

(Expressed in Pak Rupees)

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4

Terms of Reference

FEASIBILITY STUDY FOR WATER SUPPLY SCHEME LARKANO CITY FROM DADU CANAL SOURCE

Introduction:

Larkana is the capital city of Larkana District and is situated in the northern Sindh. It has expanded due to urbanization and migration from Rural areas after mega floods of 2010.

It is located about 490 KM of north of Karachi, 80 KM from Sukkur and is served by the Kotri Habib Railway line and is connected by the Indus highway to Kotri, Dadu, Sukkur, Shikarpur.

The ground water of Larkana City, presently is tolerable in some areas and has turned brackish with TDS beyond allowable limits of 1000 ppm in other areas. The water supply scheme in the city, based on ground water was constructed in 70s and 80s. It is completely non-functional since last two decades. The tube wells are choked, machinery unavailable at site and A.C pipe distribution network untraceable. Only one HSR of 3.0 lac gallon capacity exists in the Zulfiqar Bagh, which has served its life span.

On great demand of locals and dignitaries, Govt of Sindh has envisaged to construct a sustainable Water Supply Scheme for entire Larkana City, having capacity to supply drinking water to the end users on their door steps. The ground water aquifers have depleted out and in most of the areas turned brackish. Hence a complete study is required to be carried out for a sustainable proposal of Water Supply scheme for rapidly expanding city.

OBJECTIVE

The objective of this consultancy is to carry out feasibility study and prepare a Feasibility Report for

1. efficient, economical, integrated and co-ordinated production, treatment, transmission, storage and distribution of drinking water for Larkana City
2. efficient operation and maintenance of the water supply,
3. minimal adverse impact on the local population and environment;
4. minimal additional acquisition of land;

SCOPE OF SERVICES

1. Population forecast and assessment of demand for drinking water
2. Assessment on the need for developing new source of water.
3. Engineering surveys, investigations, inventory and condition assessment of the existing components of (a) water supply system i.e. intake, water treatment plant, transmission system, pumping stations, storage reservoirs, distribution lines, electro-mechanical and instrumentation equipment, consumer and bulk meters and other water supply infrastructure,
4. Hydraulic design, consistent with the techno-economic criteria, of (a) transmission, transfer and distribution pipeline networks of the water supply system for each distribution zone.
5. Indicative designs and layout plans for rehabilitation and development of (a) water supply assets, including as may be necessary, intake, water treatment plant(s) head works, pumping stations, reservoirs, transmission, transfer and distribution pipeline network, master control/SCADA centers etc,
6. Preparation of Land Acquisition Plans
7. Preparation of indicative BOQ and rough Cost Estimates
8. Preparation of PC-I Documents

TIME AND PAYMENT SCHEDULE

The total duration for preparation of the Feasibility Report shall be 03 (Three) Months, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Draft Feasibility Report. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed and agreed between client and consultants.

Sr.	Description	Payments (in %)	Proposed / Tentative Time- lines after the signing of the contract	No. of Copies
1.	Submission of request for mobilization advance and required guarantee		Not Applicable	6 Hard Copies of all Reports and 2 Soft copies of all reports in shape of DVDs
2.	Inception Report based on Surveys, Investigations, Data Collection in the field & Analysis of Data	25	03 weeks from commencement date	
3.	Submission of Concept Design Report	30	06 weeks from commencement date	
4.	Submission of Preliminary Engineering Design Report	25	08 weeks from commencement date	
6.	Submission of Final Feasibility Report and PC-I	20	Within 12 weeks of commencement date	

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

MEETINGS

The PA may review with the Consultant, any or all of the documents in meetings and conferences which will be held at PA's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified Bidders or the Selected Bidders. The expenses towards attending such meetings during the period of Consultancy, including travel costs and per diem, shall not be paid extra and Consultant should in built such cost in their Financial Proposal contained in Form-2 of the RFP.

CONSULTANCY TEAM

The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The following Key Personnel whose qualification and experience are described herein would be considered for evaluation of the Technical Proposal. However Consultants may engage any other expert as deemed necessary by them to successfully complete the assignment. No extra costs shall be paid for any such expert.

S no	Position	Qualification / Experience Required
01	Project Manager / Team Leader	Masters in Engineering (any field of Civil Engineering) having minimum 25 years related experience in Water Supply Works
02	Senior Design Engineer	Masters or Bachelors in Civil Engineering with minimum of 20 years’ experience in Public Health Engineering Works
03	Junior Engineer (Civil)	Bachelors in Civil Engineering with minimum of 10 years’ experience in Public Health Engineering Works
04	Survey Engineer	Bachelors in Civil Engineering or B-Tech (Civil) Engineering with minimum 10 years of related experience
05	Quantity Surveyor	Bachelors in Civil Engineering or B-Tech (Civil) Engineering with minimum 10 years of related experience
06	Environmental Expert	Masters in Environmental Engineering with minimum of 10 years’ experience in field.

Section 6. Conditions of Contract and Contract Forms

Section 6. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the PA and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

Section 6. Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

Contract No. _____

Assignment Title: _____

Between

[Name of the Client]

And

[Name of the Consultant]

Dated: _____

I. General Conditions of Contract

A. GENERAL PROVISIONS

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

2.Relationship between the Parties

2.1.Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the PA and the Consultant. The Consultant, subject to this Contract, has complete charge of the staff members and Sub consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3.Law Governing Contract

3.1.This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4.Language

4.1.This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5.Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6.Notices

6.1.Any notice, required or consent required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 **SCC**.

6.2.A Party may change its address for notice hereunder by giving the other Party notice of such change to the address specified in the **SCC**.

7.Location

7.1.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 PA may approve.

8.Authority of Member in Charge

8.1.In case the Consultant is a Joint Venture / consortium / association of more than one individual firms, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

9.Authorized Representatives

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

10.Taxes and Duties

10.1 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.

11.Fraud and Corruption

11.1 If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

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

Integrity Pact

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

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

11.4 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).

B.COMMENCEMENT,COMPLETION,MODIFICATION AND TERMINATION OF CONTRACT

12.Effectiveness of Contract

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

13.Commencement of Services

13.1.The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14.Expiration of Contract

14.1.Unless terminated earlier pursuant to Clause GCC 17 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15.Modifications or Variations

15.1.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 the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.Force Majeure

16.1. 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.

a. No Breach of Contract

16.2. 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.

b. Extension of

16.3. Any period within which a Party shall, pursuant to this

Time 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.

c. Payments

16.4. 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.

17.Termination

17.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the PA

17.1.1. The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the PA shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar 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 confirm availability of Key Experts as required in Clause GCC 13.

17.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in

executing the Contract, then the Client may, after giving fourteen (14) calendar days' written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

17.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the PA, in case of the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause.

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) 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) calendar days.
- (c) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the PA is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the PA of the Consultant's notice specifying such breach.

**c. Payment upon
Termination**

17.1.4. Upon termination of this Contract, the PA shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 17.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C.OBLIGATIONS OF THE CONSULTANT

18. General

- a. **Standard of** 18.1 The Consultant shall perform the Services and carry out the **Performance** Services 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 a faithful adviser to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with the third parties.

19. **Conflict of Interest** 19.1. 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.

- a. **Consultant** 19.1.1 The payment of the Consultant pursuant to **GCC-F Not to Benefit** shall constitute the Consultant's only payment in connection **from** with this Contract and, subject to Clause GCC 21.1.3, the **Commissions**, Consultant shall not accept for its own benefit any trade

Discounts, etc. commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- b. **Consultant** 19.1.2 The Consultant agrees that, during the term of this **and Affiliates** Contract and after its termination, the Consultant and any entity **Not to Engage** affiliated with the Consultant, as well as any Sub-consultants **in Certain** and any entity affiliated with such Sub-consultants, shall be **Activities** disqualified from providing goods, works or non-consulting

services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

- c. **Prohibition of** 19.1.3 The Consultant shall not engage, and shall cause its **Conflicting** Experts as well as its Sub-consultants not to engage, either

Activities directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

20. Confidentiality 20.1 Except with the prior written consent of the PA, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services.

21. Insurance to be 21.1 The Consultant (i) shall take out and maintain, and shall cause **taken out by the** any Sub-consultants to take out and maintain, at its (or the Sub-Consultant 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 specified in the **SCC**, and (ii) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**22.Consultant's Actions
Requiring
PA's Prior Approval**

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

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

**23.Reporting
Obligations**

23.1 The Consultant shall submit to the PA the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

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

**24.Documents Prepared
by the Consultant to
be the Property of the
PA**

24.1 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.

24.2 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.

**25.Accounting Inspection
and
Auditing**

25.1 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.

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

D.CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

26.Description of Key Experts

26.1 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.

27.Removal and / or Replacement of Personnel

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

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

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

E.OBLIGATIONS OF THE PA

28.Assistance and Exemptions

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

29.Change in the Applicable Law Related to Taxes and Duties

29.1 If, after the date of this Contract, there is any change in the applicable law in the PA's country 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 hereto, and corresponding adjustments shall be made to

the Contract price amount specified in Clause GCC 32.

30.Services and Facilities

30.1 The PA shall make available free of charge to the Consultant the Services and Facilities.

F.PAYMENTS TO THE CONSULTANT

31.Security

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

32.Lump-Sum Payment

32.1 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 29, the Contract Price may only be increased above the amounts stated in Clause 32 if the Parties have agreed to additional payments in accordance with Clause 15.

33.Contract Price

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

34.Payment for Additional Services

34.1 For the purpose of determining the remuneration due for additional services as may be agreed under Clause 15.

35.Terms and Conditions of Payment

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

G.GOOD FAITH

36. Good Faith

36.1 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 the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES**37. Amicable
Settlement**

37.1 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.

38. Dispute Resolution 38.1 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 the provisions specified in the **SCC**.

II. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The Contract shall be construed in accordance with the law of Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
4.1	The language is English
6.1 and 6.2	The addresses are <i>[fill in at negotiations with the selected firm]:</i> Client: _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____ Consultant: _____ Attention: _____ Facsimile: _____ E-mail (where permitted) : _____ _____
8.1	<i>[If the Consultant consists only of one entity, state “N/A”;</i> OR <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i>
9.1	The Authorized Representatives are: For the Client: <i>[name, title]</i> _____ For the Consultant: <i>[name, title]</i> _____
11.1	<i>[Note: If there are no effectiveness conditions, state “N/A”]</i> OR <i>List here any conditions of effectiveness of the Contract, e.g., approval</i>

	<i>of the Contract by the Client, effectiveness of the Client, receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i> The effectiveness conditions are the following: <i>[insert “N/A” or list the conditions]</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be:
13.1	Commencement of Services: The number of days shall be: Seven Days after Award of Work Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be: 03 Months for Design Phase. Time period for Supervision Phase shall depend up on the works designed by the Consultants.

Appendix A

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Procuring Agency: Name of Consultant:

Signature:.....

[Seal]

Signature:.....

[Seal]