



آفيس آف دي سپرنٽينڊنگ انجنيئر روھڙي ڪئنال سرڪل حيدرآباد

فون نمبر: 022-9200278

رڪئيست فار پروپوزل (RFP)

ڪنسلٽنسي سروسز

پروجيڪٽ جو نالو: روھڙي مين ڪينال جي سيميٽ ڪنڪريٽ لائنگ جي تعميراتي نگراني لاءِ ڪنسلٽنسي سروسز جي خريداري آر ڊي 589+000 کان 619+000 تائين (اي ڊي پي اسڪيم نمبر. 27-1116/2026).

سنڌ حڪومت اي ڊي پي اسڪيم منظور ڪئي آهي جنهن جو نالو آهي "آر ڊي 589+000 کان 619+000 تائين روھڙي مين ڪينال جي سيميٽ ڪنڪريٽ لائنگ" (اي ڊي پي نمبر 27-1116/2026).

سپرنٽينڊنگ انجنيئر روھڙي ڪئنال سرڪل حيدرآباد اپريڪيشن ڊپارٽمينٽ، گورنمينٽ آف سنڌ، ايس پي آر اي رٽائر 2010 جي تحت "روھڙي مين ڪئنال جي سيميٽ ڪنڪريٽ لائنگ آر ڊي 589+000 کان 619+000 تائين" (اي ڊي پي نمبر 27-1116/2026) جي طور تي نگراني ۽ ڪنسلٽنسي سروسز جو ڪم ڪرڻ جو آرڊر رکي ٿو. ڪنسلٽنسي سروسز 18 مهينا آهي روھڙي مين ڪئنال پاڪستان جي سڀ کان وڏين ڊالمن آبهائي ڪينال مان هڪ آهي. سنڌو درياءَ تي سکر بئراج جي گاهي ڪناري کان نڪرندڙ اهو تقريبن 364 ڪلوميٽر (226 ميل) تائين پکڙيل آهي ۽ سنڌ و سکر، خيرپور، نوشهروفيروز، شهدادپور، حيدرآباد، مٽياري، حيدرآباد، سانگهڙ ۽ ٻين ضلعن و تقريبن 2.6 ملين ايڪڙ زرعي زمين کي سرباپ ڪري ٿو. سنڌو طاس آبهائي نظام جي هڪ اهم جڙي جي طور تي، ڪئنال زرعي پيداوار جي حمايت ۽ علائقي خوراڪ جي حفاظت کي يقيني بڻائڻ و اهم ڪردار ادا ڪري ٿو. روھڙي مين ڪئنال جي لائنگ جا مکيه مقصد پاڻي جي دستيابي کي وڌائڻ، پاڻي جي وهڪري جي نقصان کي گهٽ ڪرڻ، پاڻي جي پهچائڻ جي ڪارڪردگي کي بهتر بڻائڻ، ڪئنال جي پيچ ٻاهر کي روڪڻ، گاه جي واڌ ۽ گاد جي جمع ڪي گهٽائڻ ۽ ڪئنال جي ساخت جي سالميت کي مضبوط ڪرڻ آهن. هي منصوبو انتهائي اهم آهي. فصلن جي پوک ۽ پيداوار و اضافو ٿيندو، جيڪو آبادگارن لاءِ مالي طور تي فائديمند ٿي سگهي ٿو. مجموعي طور تي فصلن جي پوک ۽ فصل جي پيداوار و واڌ جي ڪري غريب آبادگارن جي معيشت و اضافو ٿيندو، جيڪو سنڌ صوبي جي في ماڻهو آمدني ۽ جي ڊي پي و اضافو ڪري سگهي ٿو.

اسان سڀني دلچسپي رکندڙ صلاحڪارن فرمن جو ڌيان SPRA جي هدايتن موجب، هن اسڪيم لاءِ صلاحڪار فرم جي چونڊ لاءِ خاص قدر ڪنڊا ويندا آهن ان مطابق ڊپارٽمينٽل صلاحڪار چونڊ ڪميٽي منصوبي تحت صلاحڪارن جي چونڊ ۽ مجاز اختيارين جي منظوري سان صلاحڪار معاهدي جي انتظار جي زمينوار هنڌي، انهن زميندارين و صلاحڪارن ۽ آر ايف پي جي مختصر فهرست/چونڊ، منصوبي تحت صلاحڪاري لاءِ معاهدي جو جائزو ۽ اپوار ڏيڻ ۽ گڏوگڏ معاهدي جي انتظاميه شامل آهن. صلاحڪارن جون زميندارين هيٺ ڏنل آهن. پر انهن تائين محدود نه آهن.

تفصيلي سروي، ڊيزائن، تعمير، تعميراتي نگراني، نگراني سي سي لائنگ ريفٽ جي تعمير ٿيل ماپ ۽ اٽليڪيٽن ۽ معيار ۽ مقدار جي شرطن تحت.

تعمين جي چڪاس وغيره:

- ايس پي آر اي جي ضابطن مطابق واڪ دستاويزن جي تياري.
- معياري جي اطمينان جا قدر.
- انتظامي منصوبي تي عملدرآمد.
- نيڪيڊرن پاران جمع ڪرايل بلن جي چڪاس.
- ڪئنال جي ڪمائنڊ حلقن مقرر ڪرڻ.
- جامع مڪمل ٿيڻ جي رپورٽ جي تصديق.

خاص هدايتون:

- دلچسپي رکندڙ فرم (فرمن) کي لازمي طور تي مرڪوز معلومات فراهم ڪرڻ گهرجي جيڪا اهو ظاهر ڪري ٿي اهي خدمتون انجام ڏيڻ جي قابل آهن.
- اٽارني صرف SPRA قاعدن جي رهنمائي جي تحت ڪنهن به يا سڀني RFP کي قبول يا رد ڪرڻ جو حق محفوظ رکي ٿي.

تشخيص جو معيار:

صلاحڪار فرم کي SPRA رولز 2010 (ترميم ٿيل هيٺائين) جي مطابق RFP و بيان ڪيل معيار ۽ قيمت تي پڌر چونڊ (QCBS) جي طريقي ۽ طريقڪار تحت مختصر فهرست/منتخب ڪيو ويندو. ٽيڪنيڪل ۽ مالي تجويز جي چڪاس کي ترتيبوار 80% ۽ 20% طور تي اختيار ڪيو ويو آهي ۽ هيٺيان معيار پڻ غور ڪيا ويندا:

- فرم جي رجسٽريشن.
- عملي و مناسب صلاحيتن جي دستيابي (ڪير ليڊر ڊيزائن انجنيئر سميت).
- ڪانٽريڪٽ انجنيئر ريزيڊنٽ انجنيئر اسسٽنٽ ريزيڊنٽ انجنيئر سائيٽ انسپيڪٽر سرويئر ڪواٽيٽي سرويئر ليبارٽري ٽيڪنيشن مشينل انجنيئر هائيڊرولوڪ اسٽرڪچر ڊيزائن انجنيئر.
- مناسب سامان ۽ ماهر جي دستيابي.
- صلاحڪار جو مخصوص تجربو جيڪو ڪم سان لاڳاپيل هجي.
- گڏيل (OS) پنجن سالن و مڪمل ڪيل ساڳئي ڪم و تجربو.
- اين تي اين انڪم ٽيڪس پي اي سي رجسٽريشن ۽ سيلز ٽيڪس رجسٽريشن وغيره.

آر ايف پي و هيٺيان دستاويز شامل آهن:

- 1- ليٽر جي دعوت
- 2- صلاحڪارن لاءِ هدايتون (وينا شيٽ سميت).
- 3- ٽيڪنيڪل تجويز - معياري فارم.
- 4- مالي تجويز - معياري فارم.
- 5- حوالن جا شرط.
- 6- معاهدي جو معياري فارم.

دلچسپي رکندڙ صلاحڪار فرمون سرڪاري ڪم جي ڪلاڪن دوران هيٺ ڏنل پتي تي پس منظر جي دستاويزن مان دستاويز ۽ وڌيڪ معلومات حاصل ڪري سگهن ٿيون.

دستاويز جهڙوڪ آر ايف پي وغيره: 20.07.2026 کان سڀني ڪم ڪار وارن ڏينهن دوران آفيس جي ڪلاڪن دوران 5000 رپين جي نقابل واپسي جي اٽليڪيٽي تي هيٺ صحيح ڪنڊڙ جي آفيس مان حاصل ڪري سگهجن ٿا يا EPADS جي سرڪاري ويب سائيٽ يعني: "www.portalsindh.eprocure.gov.pk" تان وائون لوڊ ڪري سگهجن ٿا (ڄاڻون لوڊ ڪيل دستاويز 5000 رپين جي پي آرڊر (نقابل واپسي) سان گڏيل هوندا. اهي 03.08.2026 تائين منجهند 1:00 وڳي سپرنٽينڊنگ انجنيئر روھڙي ڪئنال سرڪل حيدرآباد جي آفيس و واپس وصول ڪيا ويندا ۽ صلاحڪار چونڊ ڪميٽي پاران دلچسپي رکندڙ فرمن يا انهن جي مجاز نمائندن جي موجودگي و ساڳئي تاريخ ۽ وقت تي منجهند 2:00 وڳي سپرنٽينڊنگ انجنيئر روھڙي ڪئنال سرڪل حيدرآباد جي آفيس و ڪوٺيا ويندا ۽ تفصيلي جائزو رڪارڊ جي تصديق کانپوءِ جمع ڪرايو ويندو.

سپرنٽينڊنگ انجنيئر

روھڙي ڪئنال سرڪل، حيدرآباد.

INF-KRY.NO.3008/2026

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دفتر سپرنٹنڈنگ انجینئر روہڑی کنال سرکل حیدر آباد

نمبر AC/G-55/1805 حیدر آباد مورخہ 15.07.2026

فون نمبر 022-9200278 ای میل sreehyderabad@gmail.com

درخواست برائے پروپوزل (آر ایف پی) برائے کنسلٹنسی سروسز

(آرڈی 589+000 سے 619+000 تک روہڑی مین کنال کی سینٹ کنکریٹ لائننگ کی تعمیراتی گمرانی کیلئے کنسلٹنسی سروسز کا حصول) (ای ڈی پی اسکیم نمبر 1116/2026-27)

حکومت سندھ نے ای ڈی پی اسکیم بنام آرڈی 589+000 سے 619+000 تک روہڑی مین کنال کی سینٹ کنکریٹ لائننگ (ای ڈی پی نمبر 1116/2026-27) کی منظوری دی ہے۔ سپرنٹنڈنگ انجینئر روہڑی کنال سرکل حیدر آباد، اری گیشن ڈپارٹمنٹ، حکومت سندھ، ایس پی پی آرے روڈز 2010 کے تحت آرڈی 589+000 سے 619+000 تک روہڑی مین کنال کی سینٹ کنکریٹ لائننگ (ای ڈی پی نمبر 1116/2026-27) کیلئے کام کی گمرانی اور مانیٹرنگ کیلئے کام کی انجام دہی کا خواہاں ہے، کنسلٹنسی کی مدت 18 ماہ ہے۔

روہڑی مین کنال، پاکستان میں سب سے بڑے دائمی اری گیشن کنالوں میں سے ایک ہے۔ دریائے سندھ میں سکھر بیراج کے لیفٹ بنک سے پیدا ہونے والا، یہ تقریباً 364 کلومیٹر (226 میل) پر پھیلا ہوا ہے اور سندھ کے اضلاع سکھر، خیرپور، نوشہرہ فیروز، شہید بینظیر آباد، ضیاری، حیدر آباد، ساکھڑ، اور بدین بھریں زرعی اراضی کے تقریباً 2.6 ملین ایکڑ کو پانی فراہم کرتا ہے۔ انڈس مین اری گیشن سسٹم کے اہم جز کے طور پر، کنال، زرعی پیداوار میں معاونت کے طور پر اہم کردار ادا کرتا ہے اور علاقائی خوراک کے تحفظ کو یقینی بناتا ہے۔

روہڑی مین کنال کی لائننگ کے مرکزی مقاصد ہیں، پانی کی دستیابی کو بڑھانا، ہم سے ہونے والے نقصانات کو کافی حد تک کم کرنا، پانی کی رسائی کی موثریت کو بہتر کرنا، کٹاؤ اور خلاف ورزیوں کو روکنا، گھاس کی افزائش اور مٹی جمع ہونے کو کم کرنا، اور کنال کی ساختی سالمیت کو محکم کرنا۔ یہ اسکیم انتہائی اہمیت کی حامل ہے۔ فصل کی کاشت اور پیداوار میں اضافہ، جو آبادگاروں کو مالی طور پر فائدہ پہنچا سکتا ہے۔ مجموعی طور پر، فصل کی کاشت اور پیداوار میں اضافے کے باعث غریب آبادگاروں کے ذریعہ معاش میں اضافہ ہوگا، جس سے صوبہ سندھ کی فی کس آمدنی اور جی ڈی پی میں اضافہ ہو سکتا ہے۔

ہم، ایس پی پی آرے گائیڈ لائنز کے مطابق تمام دلچسپی کی حامل کنسلٹنگ فرموں کی توجہ دلاتا چاہتے ہیں، اسکیم بڑا کیلئے کنسلٹنگ فرم کے انتخاب کیلئے خصوصی اقدامات کئے گئے ہیں۔ اس حوالے سے، ڈپارٹمنٹل سلیکشن کمیٹی، پروجیکٹ کے تحت کنسلٹنٹ کے انتخاب اور مجاز اتھارٹی کی منظوری کے ساتھ کنسلٹنسی کنٹریکٹ کو سنبھالنے کیلئے بھی ذمہ دار ہوگی۔ ان ذمہ داریوں میں کنسلٹنٹ کی شارٹ لسٹنگ/انتخاب اور RFPs، پروجیکٹ نیز کنٹریکٹ انتظامیہ کے تحت کنسلٹنسی کیلئے کنٹریکٹ کی تصدیق اور جانچ پڑتال شامل ہیں۔

کنسلٹنٹس کی ذمہ داریاں درج ذیل ہیں، لیکن ان تک محدود نہیں:

- مفصل سروے، ڈیزائن، تجزیہ، تعمیراتی گمرانی، مانیٹرنگ، تعمیراتی اقدامات اور ادا کیلیاں بائیس سی لائننگ کا کام اور مقدار اور تعداد کی شرائط۔
- تعمین جات وغیرہ کی جانچ۔
- ایس پی پی آرے قوانین کے مطابق بڈنگ دستاویزات کی تیاری۔
- معیار کو یقینی بنانے کے اقدامات۔
- انتظامی منصوبہ بندی کی تعمیل۔
- کنٹرکٹرز کی جانب سے جمع کرائے گئے بلوں کی جانچ پڑتال۔
- کنال کی مکانات باؤنڈریز کی فلٹنگ۔
- جامعہ تعمیلی رپورٹ کی تصدیق۔

خصوصی ہدایات:

- دلچسپی کی حامل فرمیں لازمی مرکز معلومات فراہم کریں جس سے اس بات کا اندازہ لگایا جاسکے کہ وہ خدمات کی انجام دہی کیلئے اہل ہیں۔
- مجاز اتھارٹی، صرف ایس پی پی آرے قوانین کی گائیڈ لائنز کے تحت کسی یا تمام RFP کو قبول یا مسترد کرنے کا حق محفوظ رکھتی ہے۔

معیار جانچ پڑتال:

کنسلٹنگ فرم، ایس پی پی آرے روڈز 2010 (ایک تب تبیم شدہ) کی مطابقت میں آر ایف پی میں درج پروجیکٹز اور کوآپریٹو ایڈ کاسٹ سسٹم (QCBS) طریقہ کار کے تحت شارٹ لسٹ/انتخاب کی جائیگی۔ ٹیکنیکل اور فنانشل پروپوزل کی جانچ پڑتال، بالترتیب 80% اور 20% کے طور پر اختیار کی گئی ہے، اور مندرجہ ذیل معیار بھی زیر غور لایا جائیگا:

- فرم کی رجسٹریشن۔
- عملے کے مابین موزوں صلاحیتوں کی دستیاب (بشمول ٹیم لیڈر، ڈیزائن انجینئر، کنٹریکٹ انجینئر، ریڈیٹنٹ انجینئر، اسسٹنٹ ریڈیٹنٹ انجینئر، سائنٹ انسپکٹرز، سروسرز، کوالٹٹی سروسرز، لیبارٹری ٹیکنیشن، میٹرل انجینئر، ہائیڈراولک اسٹرکچر ڈیزائن انجینئر)۔
- موزوں ایکوہنس اور مہارت کی دستیابی۔
- اسائنمنٹ کیلئے متعلقہ کنسلٹنٹ کا مخصوص تجربہ۔
- گزشتہ پانچ (05) سال میں مکمل کئے گئے اسی نوعیت کے کاموں میں تجربہ۔
- این ٹی این، ایم ٹیکس، پی ای سی سی رجسٹریشن اور سیلز ٹیکس رجسٹریشن وغیرہ۔

آر ایف پی میں مندرجہ ذیل دستاویزات شامل ہیں:

- سیکشن 1: طلبی کا خط
- سیکشن 2: ہدایات بابتہ کنسلٹنٹس (بشمول ڈینا شیٹ)
- سیکشن 3: ٹیکنیکل پروپوزل۔ اسٹینڈرڈ فارمز
- سیکشن 4: فنانشل پروپوزل۔ اسٹینڈرڈ فارمز
- سیکشن 5: ڈرمز آف ریفرنس
- سیکشن 6: اسٹینڈرڈ فارمز بابتہ کنٹریکٹ

دلچسپی کی حامل کنسلٹنٹ فرمیں، دوران اوقات کار ڈیل میں دیئے گئے پتے سے پس نظر دستاویزات سے مزید معلومات اور دستاویزات حاصل کر سکتی ہیں۔

دستاویزات یعنی آر ایف پی 27.07.2026 سے دوران تمام ایام کار دفتری اوقات میں -/Rs.5000 تا قابل واپسی کی ادائیگی پر دفتر زیر تحفظ سے حاصل کی جاسکتی ہیں یا ایس پی ایس کی سرکاری ویب سائٹ www.portalsindh.eprocure.gov.pk سے ڈاؤن لوڈ کی جاسکتی ہیں (ڈاؤن لوڈ کی گئی دستاویزات کے ہمراہ -/Rs.5000 تا قابل واپسی) کا پے آرڈر منسلک کرنا ہوگا، یہ 03.08.2026 کو بوقت دوپہر 01:00 بجے تک دفتر سپرنٹنڈنگ انجینئر، روہڑی کنال سرکل، حیدر آباد میں واپس وصول کی جائیگی اور ای تاریخ پر بوقت دوپہر 02:00 بجے دلچسپی کی حامل فرموں یا ان کے مجاز نمائندوں کی موجودگی میں کنسلٹنٹ سلیکشن کمیٹی کی جانب سے دفتر سپرنٹنڈنگ انجینئر، روہڑی کنال سرکل، حیدر آباد میں کھولی جائیگی اور ریکارڈ کی تصدیق کے بعد مفصل جانچ پڑتال جمع کرائی جائیگی۔

ورمخط..... سپرنٹنڈنگ انجینئر

روہڑی کنال سرکل حیدر آباد

WORK FOR SINDH
www.iwork4sindh.com
JOB PORTAL BY
INFORMATION DEPARTMENT

INF/KRY/3008/2026



**REQUEST FOR PROPOSAL (RFP)
FOR
CONSULTANCY SERVICES**

NO: AC / G - 55 / 1895 of 2026 Hyderabad Dated, 15 / 07 / 2026

Name of Project: PROCUREMENT OF CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION OF CEMENT CONCRETE LINING OF ROHRI MAIN CANAL FROM RD 589+000 TO 619+000 (ADP SCHEME NO.1116/2026-27).

The Government of Sindh has approved ADP Scheme namely "Cement concrete lining of Rohri Main Canal from RD 589+000 to 619+000" (ADP No.1116 / 2026-27).

The Superintending Engineer, Rohri Canal Circle Hyderabad, Irrigation Department Government of Sindh intends to undertake the work for Supervision and Monitoring the work for "Cement concrete lining of Rohri Main Canal from RD 589+000 to 619+000" (ADP No.1116 / 2026-27) under SPPRA Rules 2010. the period of Consultancy is 18 months.

The Rohri Main Canal is one of the largest perennial irrigation canals in Pakistan. Originating from the left bank of the Sukkur Barrage on the Indus River, it extends approximately 364 km (226 miles) and irrigates about 2.6 million acres of agricultural land across the districts of Sukkur, Khairpur, Naushahro Feroze, Shaheed Benazirabad, Matlari, Hyderabad, Sanghar, and Badin in Sindh. As a major component of the Indus Basin Irrigation System, the canal plays a vital role in supporting agricultural production and ensuring regional food security.

The main objectives of lining the Rohri Main Canal are to increase the availability of water, substantially reduce seepage losses, improve water conveyance efficiency, prevent erosion and breaches, minimize weed growth and silt deposition, and strengthen the canal's structural integrity. This scheme is of utmost importance. Crop cultivation and yield will increase, which may be financially beneficial for Abadgars. On the whole, the livelihood of poor Abadgars will be increased due to a rise in crop cultivation and crop yield, which may enhance per capita income and GDP of Sindh province.

We would like to bring the attention of all interested Consulting firms as per SPPRA guidelines, special measures are undertaken for the selection of a consulting firm for this Scheme. Accordingly, the Departmental Consultant Selection Committee will be responsible for the selection of consultants under the project and also the management of the consultancy contract with the approval of the competent authority. These responsibilities include the short listing/selection of Consultants & RFPs, evaluation and award of contract for consultancy under the Project as well as contract administration.

The responsibilities of the consultants are as follows, but not limited to:

- Detailed Survey, Design, Estimation, Construction Supervision, Monitoring, as-built measurements and payments of C.C. lining work and terms of quality and quantity.
- Vetting of Estimates etc.
- Preparation of bidding documents as per SPPRA Rules.
- Quality assurance steps.
- Execution of Management Plan.
- Vetting of bills submitted by contractors.
- Fixing the command boundaries of Canal.
- Certifying comprehensive completion report.

Special Instructions:

- Interested firm(s) must provide focused information demonstrating that they are qualified to perform the services.
- The authority reserves the right to accept or reject any or all of the RFP under the guide lines of SPPRA rules only.

Evaluation Criteria:

The Consulting firm will be short-listed/selected under the Quality and Cost Based Selection (QCBS) method and procedures described in the RFP, in accordance with SPPRA Rules-2010 (Amended-up-to-date). The vetting of the technical & financial proposal has been adopted as 80% & 20%, respectively, and the following criteria will also be considered:

- Registration of the firm.
- Availability of appropriate skills among staff (including Team Leader, Design Engineer, Contract Engineer, Resident Engineer, Assistant Resident Engineer, Site Inspectors, Surveyors, Quantity Surveyors, Laboratory Technician, Material Engineer, Hydraulic Structure Design Engineer).
- Availability of appropriate equipment and expertise.
- Specific experience of the Consultant relevant to the assignment.
- Experience in similar tasks completed in the last (05) five years.
- NTN, Income Tax, PEC Registration & Sales Tax Registration etc.

The RFP includes the following documents.

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

Interested Consultant Firms may obtain documents and further information from the background documents at the address given below during the official working hours.

The Documents i.e. RFP etc. can be obtained from the office of the undersigned on the payment of Rs. 5,000/- non-refundable during all working days office hours from 20.07.2026, or can be downloaded from the official website of EPADS i.e. "www.portalsindh.gov.pk" (downloaded documents shall be enclosed pay order of Rs.5,000/- (non-refundable), the same will be received back in the office of the Superintending Engineer, Rohri Canal Circle, Hyderabad upto 03.08.2026 at 01:00 PM and will be opened by the Consultant Selection Committee in the presence of interested firms or their authorized representatives at 02:00 PM same date and day at the office of the Superintending Engineer, Rohri Canal Circle, Hyderabad and detail evaluation will be submitted after record verification.

**SUPERINTENDING ENGINEER
ROHRI CANAL CIRCLE
HYDERABAD**





No: WB-1/LINING/RMC/2026/1-W/1748
OFFICE OF THE CHIEF ENGINEER
SUKKUR BARRAGE LEFT BANK REGION
SUKKUR, DATED 17/07/2026

Phone # 071-9310187
Phone # 071-5805163

Read:- Secretary to Government of Sindh Irrigation Department Karachi's Order No. SO (R&S)8-110/2019-20/Part-XII/1706 dated 16-10-2020 regarding authorization of Notify the Complaint Redressal Committee.

NOTIFICATION

Based on the recommendations received from the Superintending Engineer Rohri Canal Circle Hyderabad vide letter No. AC/G-55/ 1768 dated 13-07-2026, the Complaint Redressal Committee comprising on following officers is hereby constituted as per Rule 31 of SPPRA Rules 2010 (Amended 2019) for procuring the Consultancy services for the scheme " **C.C. Lining of Rohri Main Canal from RD-589+000 to 619+000**" (ADP Scheme No. 1116/ 2026-27) in Rohri Canal Circle Hyderabad :-

S.No.	Designation	Committee / designation
01	Chief Engineer Sukkur Barrage Left Bank Region Sukkur.	Chairman
02.	Divisional Accounts Officer (Dad Division, Shaheed Benazirabad) being representative Accountant General Sindh Karachi.	Member
03.	Mr. Irfan Ahmed Memon, Civil Engineer (Nominated as Independent Professional for Rohri Canal Circle).	Independent Member


CHIEF ENGINEER
SUKKUR BARRAGE LEFT BANK
REGION SUKKUR

Copy forwarded for information and necessary action to :-

01. The Secretary to Government of Sindh Irrigation Department Karachi.
02. The Managing Director, Sindh Public Procurement Regulatory Authority Karachi.
03. The Accountant General Sindh Karachi.
- ✓ 04. The Superintending Engineer Rohri Canal Circle Hyderabad.
05. The Executive Engineer, Dad Division, Shaheed Benazirabad.
06. Mr. Irfan Ahmed Memon, Civil Engineer (Nominated as Independent Professional).


CHIEF ENGINEER
SUKKUR BARRAGE LEFT BANK
REGION SUKKUR.



**GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT**

NOTIFICATION

No.SO(R&S)8-110/2026/Part-XX: The Irrigation Department, Government of Sindh has been pleased to constitute a Consultancy Selection Committee in terms of Rule 67 of Sindh Public Procurement Rules 2010 (Amended 2019), for Consultancy Services for C.C. Lining of Rohri Main Canal from RD.589+000 to 619+000 ADP Scheme No.1116/2026-27 with the following composition:-

- | | |
|---|--------------------|
| 1. Mr. Superintending Engineer,
Rohri Canal Circle, Hyderabad. | Chairman |
| 2. Nominee / Representative of,
Planning & Development Department,
Government of Sindh, Karachi | Member |
| 3. Nominee / Representative of,
Finance Department,
Government of Sindh, Karachi | Member |
| 4. Executive Engineer,
Dad Division, Shaheed Benazirabad. | Member / Secretary |
| 5. Executivne Engineer,
Provincial Highway Division, Hyderabad. | Technical Member |

T.O.R's of the Committee are as provided under Rule-67 to 72 of Sindh Public Procurement Rules-2010 (Amended upto date) and also the Committee will follow the Rule-73 to 80 SPP Rules 2010 (Amended upto date) during process of procurement of selection of consultants.

SECRETARY TO GOVT. OF SINDH

No.SO(R&S)8-110/2026/Part-XX:

Karachi, dated the 15th July, 2026

A copy is forwarded for information & necessary action to:-

1. The Chairman, Planning & Development Board, Government of Sindh, Karachi with the request to nominate representative of his department as member for the above said Consultants Selection Committee.
2. The Secretary, Finance Department Government of Sindh, Karachi with the request to nominate representative of his department as member for the above said Consultants Selection Committee.
3. The Managing Director, Sindh Public Procurement Regulatory Authority **Karachi**.
4. The Chief Engineer Irrigation Sukkur Barrage Left Bank Region, Sukkur with reference to his letter No.WB-1/CSC/RMC/2026/4-W/1453 dated 14.07.2026.
5. The Executive Engineer Dad Division, Shaheed Benazirabad.
6. The Executive Engineer Provincial Highway Division, Hyderabad.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, **Karachi**.
8. P.S. to Special Secretary (Technical), Irrigation Department, Government of Sindh, Karachi.

[Handwritten signature] 3 July 2026

SECTION OFFICER (R&S)
For Secretary to Government of Sindh



**REQUEST FOR PROPOSAL (RFP)
FOR
CONSULTANCY SERVICES**

NO: AC/G-55/\ 8th of 2026 Hyderabad Dated. 15 / 07 / 2026

Name of Project: PROCUREMENT OF CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION OF CEMENT CONCRETE LINING OF ROHRI MAIN CANAL FROM RD 589+000 TO 619+000 (ADP SCHEME NO.1116/2026-27).

The Government of Sindh has approved ADP Scheme namely “Cement concrete lining of Rohri Main Canal from RD 589+000 to 619+000” (ADP No.1116 / 2026-27).

The Superintending Engineer, Rohri Canal Circle Hyderabad, Irrigation Department Government of Sindh intends to undertake the work for Supervision and Monitoring the work for “Cement concrete lining of Rohri Main Canal from RD 589+000 to 619+000” (ADP No.1116 / 2026-27)” under SPPRA Rules 2010, the period of Consultancy is 18 months.

The Rohri Main Canal is one of the largest perennial irrigation canals in Pakistan. Originating from the left bank of the Sukkur Barrage on the Indus River, it extends approximately 364 km (226 miles) and irrigates about 2.6 million acres of agricultural land across the districts of Sukkur, Khairpur, Naushahro Feroze, Shaheed Benazirabad, Matiari, Hyderabad, Sanghar, and Badin in Sindh. As a major component of the Indus Basin Irrigation System, the canal plays a vital role in supporting agricultural production and ensuring regional food security.

The main objectives of lining the Rohri Main Canal are to increase the availability of water, substantially reduce seepage losses, improve water conveyance efficiency, prevent erosion and breaches, minimize weed growth and silt deposition, and strengthen the canal's structural integrity. This scheme is of utmost importance. Crop cultivation and yield will increase, which may be financially beneficial for Abadgars. On the whole, the livelihood of poor Abadgars will be increased due to a rise in crop cultivation and crop yield, which may enhance per capita income and GDP of Sindh province.

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- Vetting of Estimates etc:
- Preparation of bidding documents as per SPPRA Rules.
- Quality assurance steps.
- Execution of Management Plan.
- Vetting of bills submitted by contractors.
- Fixing the command boundaries of Canal.
- Certifying comprehensive completion report.

Contd. P # 02

Special Instructions:

- Interested firm(s) must provide focused information demonstrating that they are qualified to perform the services.
- The authority reserves the right to accept or reject any or all of the RFP under the guide lines of SPPRA rules only.

Evaluation Criteria:

The Consulting firm will be short-listed/selected under the Quality and Cost Based Selection (QCBS) method and procedures described in the RFP, in accordance with SPPRA Rules-2010 (Amended-up-to-date). The vetting of the technical & financial proposal has been adopted as 80% & 20%, respectively, and the following criteria will also be considered:

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- Availability of appropriate skills among staff (including Team Leader, Design Engineer, Contract Engineer, Resident Engineer, Assistant Resident Engineer, Site Inspectors, Surveyors, Quantity Surveyors, Laboratory Technician, Material Engineer, Hydraulic Structure Design Engineer).
- Availability of appropriate equipment and expertise.
- Specific experience of the Consultant relevant to the assignment.
- Experience in similar tasks completed in the last (05) five years.
- NTN, Income Tax, PEC Registration & Sales Tax Registration etc.

The RFP includes the following documents.

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Section	6 -	Standard Form of Contract.

Interested Consultant Firms may obtain documents and further information from the background documents at the address given below during the official working hours.

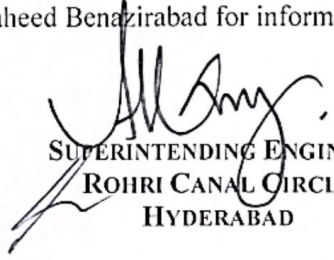
The Documents i.e. RFP etc: can be obtained from the office of the undersigned on the payment of **Rs. 5,000/- non-refundable** during all working days office hours from **20.07.2026**, or can be downloaded from the official website of EPADS i.e. "www.portalsindh.eprocure.gov.pk" (downloaded documents shall be enclose pay order of **Rs.5,000/- (nonrefundable)**, the same will be received back in the office of the Superintending Engineer, Rohri Canal Circle, Hyderabad **upto 03.08.2026 at 01:00 PM** and will be opened by the Consultant Selection Committee in the presence of interested firms or their authorized representatives at **02:00 PM** same date and day at the office of the Superintending Engineer, Rohri Canal Circle, Hyderabad and detail evaluation will be submitted after record verification.

**SUPERINTENDING ENGINEER
ROHRI CANAL CIRCLE
HYDERABAD**

Contd. P # 03

Copy forwarded with compliments to:-

1. The Secretary to Government of Sindh Irrigation Department Karachi for favour of kind information.
2. The Secretary to Government of Sindh Information Technology for favour of information with copy of NIT placing them on website as per policy under SPPRA Rules-2010.
3. The Managing Director, Government of Sindh, Sindh Public Procurement Regulatory Authority, (SPPRA) Barrack-8, Secretariat 4A, Court Road Karachi.
4. The Director, Information (Advertisement), Government of Sindh, Block No. 95-96, Sindh Secretariat, Court Road Karachi.
5. The P.S to Honourable Minister Irrigation Department Karachi for favour of kind information.
6. The Chief Engineer Sukkur Barrage Left Bank Region Sukkur for favour of kind information.
7. The Executive Engineer Dad Division Shaheed Benazirabad for information.
8. The Notice Board for wide publicity.


SUPERINTENDING ENGINEER
ROHRI CANAL CIRCLE
HYDERABAD



OFFICE OF THE SUPERINTENDING ENGINEER ROHRI CANAL CIRCLE HYDERABAD

PHONE No. 9200278 FAX No. 9200277.

PROCUREMENT PLAN **FOR THE FINANCIAL YEAR 2026-27**

S #	TITLE OF PROCUREMENT	METHOD	TENTATIVE / ACTUAL DATE OF N.I.T	TENTATIVE / ACTUAL CLOSING DATE OF N.I.T	TENTATIVE ACTUAL DATE OF AWARD OF CONTRACT	REMARKS
01.	Cement Concrete Lining of Rohri Main Canal from RD-589 to 619+000 (Dad Division) (ADP Scheme No.1116 / 2026-27)	According to SPPRA Rules	July-2026	August-2026	After approval of Qualified Consultant	

**SUPERINTENDING ENGINEER
ROHRI CANAL CIRCLE
HYDERABAD**



IRRIGATION DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

FOR

**PROCUREMENT OF CONSULTANCY SERVICES FOR CONSTRUCTION
SUPERVISION OF CEMENT CONCRETE LINING OF ROHRI MAIN CANAL
FROM RD 589+000 TO 619+000 (ADP SCHEME NO.1116/2026-27)**

**SUPERINTENDING ENGINEER
ROHRI CANAL CIRLE HYDERABAD
IRRIGATION DEPARTMENT
GOVERNMENT OF SINDH**

JULY, 2026

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Section 6.	Standard Form of Contract	48

Section 1. Letter of Invitation

Letter of Invitation

To,

Subject: **PROCUREMENT FOR CONSULTANCY SERVICES “CONSTRUCTION SUPERVISION OF CEMENT CONCRETE LINING OF ROHRI MAIN CANAL FROM RD 589+000 TO 619+000” (ADP SCHEME NO.1116 / 2026-27).**

1. The Irrigation Department, Government of Sindh invites proposals to provide the Consulting Services for Procurement of Consultancy Services for Construction Supervision of Cement Concrete Lining of Rohri Main Canal from RD 589 to RD 619. Further details on the services are provided in the Terms of Reference.
2. A firm will be selected under the Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with SPPRA Rules 2010 (amended in 2019).
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract
6. Please inform us in writing at the following address, upon receipt:
 - (a) *that you received the complete Request for Proposal (RFP) document; and*
 - (b) *whether you will submit a proposal alone or in association.*

Yours sincerely,

Superintending Engineer
Rohri Canal Circle
Hyderabad

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

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

2. Introduction

2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.

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

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

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

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

3. Conflict of Interest

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

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

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

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

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

Conflicting Relationships

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

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

4. Fraud and Corruption

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

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

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

5. Integrity Pact

Pursuant to Rule 89 of 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. Eligible Consultants

6.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR2010 for the Contract(s) - 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

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

8. Only one Proposal

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

9. Proposal Validity

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

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet.

10. Clarification and Amendment in RFP Documents

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

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

11. Preparation of Proposals

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

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

12. Language

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

13. Technical Proposal Format and Content

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

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

16. Submission, Receipt, and Opening of Proposals

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

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

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

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

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

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

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

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

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

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

19. Evaluation of Financial Proposals

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

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

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

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

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

20. Negotiations

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

21. Technical negotiations

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

22. Financial negotiations

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

23. Availability of Professional staff/experts

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

24. Award of Contract

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

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

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

25. Confidentiality

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.

DATA SHEET

2.1	Name of the Assignment is: Procurement of Consultancy Services for Construction Supervision of Cement Concrete Lining of Rohri Main Canal from RD 589+000 to RD 619+000 (ADP Scheme No.1116/2026-27) The Name of the PA's official (s): Superintending Engineer, Rohri Canal Circle, Hyderabad, Irrigation Department, Government of Sindh. Telephone: 022-9200278 E-mail:- sercchyderabad@gmail.com
2.1	The method of selection is: Quality and Cost Based Selection (QCBS) Method The Edition of the Guidelines is: Sindh Public Procurement Rules 2010 (amended in 2019)
2.2	Technical and Financial Proposal shall be submitted in a separate envelope.
2.5	The PA will provide the following inputs and facilities: N/A
16.4	The Proposal submission address is: Office of the Executive Engineer, Dad Division, Rohri Canal Circle, Nawabshah, District Benazirabad, Irrigation Department, Government of Sindh. Proposals must be submitted no later than the following date and time: Date: 03.08.2026, Time: 1.00 PM The proposal will be opened in the same office on the same day at 2:00 PM in the presence of authorized representatives of the firms who wish to participate.
24.3	Expected date for commencement of consulting services September, 2026.
6.1	A Consultant is allowed to associate with other Consultants (Maximum 03) to further enhance their capability to handle the assignment at its best
9.1	Proposals must be valid 90 days after the submission date
9.2	Not Applicable
10.1	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: Office of the Executive Engineer, Dad Division, Rohri Canal Circle, Nawabshah, District Benazirabad, Irrigation Department, Government of Sindh. Telephone: 022-9200278 E-mail:- sercchyderabad@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, the firm's Personnel should have a working knowledge of the national and regional languages of the Islamic Republic of Pakistan.
11.2	The minimum estimated number of professional staff-months required for the assignment is: 68
13.2	The format of the Technical Proposal to be submitted is: FTP ,
13.2(vi)	Training is a specific component of this assignment: No
14.1	All the reimbursable direct costs to be indicated by the Consultant are: (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable local communications such as the use of telephone and facsimile required for Consulting Services; (5) cost, rental, and freight of any instruments or equipment required to be provided by the Consultants for Consulting Services; (6) cost of printing and dispatching the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); and

	(8) cost of such further items required for purposes of the Services not covered in forgoing.																																																						
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges																																																						
16.2	The consultant must submit the original and one copy of the Technical Proposal and the original of the Financial Proposal.																																																						
13.2	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: <table> <thead> <tr> <th></th><th>Points</th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td><td>[10]</td></tr> <tr> <td>Total points for criterion (i)</td><td>[10]</td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td> a) Technical approach and methodology</td><td>[20]</td></tr> <tr> <td> b) Work plan</td><td>[05]</td></tr> <tr> <td> c) Organization and staffing</td><td>[05]</td></tr> <tr> <td>Total points for criterion (ii)</td><td>[30]</td></tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td><td></td></tr> <tr> <td> a) Project Manager/ Team Leader (1 No)</td><td>[12]</td></tr> <tr> <td> b) Design Engineer/Hydraulic Engineer (1 No)</td><td>[08]</td></tr> <tr> <td> c) Contract Engineer (1 No)</td><td>[08]</td></tr> <tr> <td> d) Resident Engineer (1 No.)</td><td>[05]</td></tr> <tr> <td> e) Assistant Resident Engineer (2 No)</td><td>[04]</td></tr> <tr> <td> f) Material Engineer (1 No)</td><td>[05]</td></tr> <tr> <td> g) Surveyor (3 No)</td><td>[03]</td></tr> <tr> <td> h) Quantity Surveyor (1 No)</td><td>[03]</td></tr> <tr> <td> i) Site Inspector (3 No)</td><td>[03]</td></tr> <tr> <td> j) AutoCAD Operator (2 No)</td><td>[03]</td></tr> <tr> <td> k) Computer Operator</td><td>[03]</td></tr> <tr> <td> l) Office Manager (1 No)</td><td>[03]</td></tr> <tr> <td>Total points for criterion (iii)</td><td>[60]</td></tr> <tr> <td>Total points for three criterion</td><td>100</td></tr> </tbody> </table> The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights: <table> <tbody> <tr> <td>1) General qualifications</td><td>[20%]</td></tr> <tr> <td>2) Adequacy for the assignment</td><td>[60%]</td></tr> <tr> <td>3) Experience in region, language and status with the firm</td><td>[20%]</td></tr> <tr> <td>Total weight:</td><td>100%</td></tr> </tbody> </table> <i>The minimum technical score St required to pass is:70 Points</i> Remuneration Type: Time Based The single currency for financial proposal is : Pak Rupees		Points	(i) Specific experience of the Consultants relevant to the assignment:	[10]	Total points for criterion (i)	[10]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[20]	b) Work plan	[05]	c) Organization and staffing	[05]	Total points for criterion (ii)	[30]	(iii) Key professional staff qualifications and competence for the assignment:		a) Project Manager/ Team Leader (1 No)	[12]	b) Design Engineer/Hydraulic Engineer (1 No)	[08]	c) Contract Engineer (1 No)	[08]	d) Resident Engineer (1 No.)	[05]	e) Assistant Resident Engineer (2 No)	[04]	f) Material Engineer (1 No)	[05]	g) Surveyor (3 No)	[03]	h) Quantity Surveyor (1 No)	[03]	i) Site Inspector (3 No)	[03]	j) AutoCAD Operator (2 No)	[03]	k) Computer Operator	[03]	l) Office Manager (1 No)	[03]	Total points for criterion (iii)	[60]	Total points for three criterion	100	1) General qualifications	[20%]	2) Adequacy for the assignment	[60%]	3) Experience in region, language and status with the firm	[20%]	Total weight:	100%
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Total weight:	100%																																																						
24.2	(i) All the participating firms shall submit 2% of the bid security amount in the shape of Bank Guarantee, Call Deposit Pay Order or Demand Draft. (ii) A successful consultant is required to submit performance security in the form of a pay order, demand draft or bank guarantee @ 3%.																																																						

5	Consultant undertake to sign the Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
19.4	The formula for determining Financial Score is the following: $Sf = 100 \times Fm / F$ In which Sf is the Financial Score. Fm is the lowest price and F is the price of proposal under consideration. The weight given to Technical and Financial proposals are: T = 80% of %age of Technical Score P = 20% of %age of Financial Score

TECHNICAL PERSONNEL STAFF FOR CONSTRUCTION SUPERVISION

S.N r.	Position	Minimum Experience (years)	Minimum Qualifications	Man Months Required
1	Project Manager / Team Leader	Minimum 20 years of experience with at least 15 years in the relevant field and 10 years as a Project Manager / Team Leader	Ph.D. / M.E	4
2	Design Engineer/Hydraulic Engineer (1 No)	Minimum 15 years of experience with at least 05 years in the relevant field i.e., lining of channels, and the past 5 years worked with the same company.	B.E (Civil)/ M.E Water Resource Engineering	2
3	Contract Engineer	Minimum 15 years of experience in Contracts Management	B.E (Civil)	2
4	Resident Engineer (1 No)	Minimum 10 years of experience in the supervision of Irrigation and hydraulics for the relevant assignment	M.E.(Civil) /M.E	4
5	Assist. Resident Engineer (2 No)	Minimum 10 years of experience with at least 5 years in the relevant field	B.E (Civil)	8
6	Material Engineer (1 No)	Minimum 10 years of experience in the Field	B.E (Civil)	2
7	Surveyors (3 No)	Minimum 10 years of experience in the Field	D.A.E (Civil) /B.Tech	12
8	Site Inspectors (3 No)	Minimum 10 years of experience in the Field	D.A.E (Civil) /B.Tech	12
9	AutoCad Operator (2 No)	Minimum 10 years of experience in the Field	D.AE (Civil) /Diploma in AutoCAD	8
10	Computer Operators (1 No)	Minimum 06 years of experience	Graduate/ 6 Diploma in Office Automation	4
11	Office Manager (1No)	Minimum 10 years of experience of office administration and managing the record	Masters and Computer skilled	4
Total (Man-Month for Construction Supervision Team)				62

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 13.2 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 |
| Form TECH-2. | Consultant's Organization and Experience
A - Consultant's Organization
B - Consultant's Experience |
| Form TECH-3. | Comments and Suggestions on the Terms of Reference and on Facilities to be Provided to the Consultants
A - On the Terms of Reference
B - On Facilities to be Provided to the Consultants |
| Form TECH-4. | Description of Approach, Methodology and Work Plan for Performing the Assignment |
| Form TECH-5. | Team Composition and Task Assignments |
| Form TECH-6. | Curriculum Vitae (CV) for Proposed Professional Staff |
| Form TECH-7. | Staffing Schedule |
| Form TECH-8. | Work Schedule |

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To:

The Superintending Engineer,
Rohri Canal Circle,
Hyderabad.

Dear Sir:

We, the undersigned, offer to provide the **Consulting Services for Construction Supervision of the Cement Concrete Lining of Rohri Main Canal from RD 589+000 to RD 619+000** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

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 AND ON FACILITIES TO BE PROVIDED TO THE CONSULTANTS

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 Facilities to be provided to the Consultants

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

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

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

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

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

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

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

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

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

Construction Supervision Team Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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

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

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

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

4. Date of Birth: Nationality:

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

6. Membership of Professional Associations:

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

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

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

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

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

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i> 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: _____

FORM TECH-7. STAFFING SCHEDULE

S.No	Name of Staff	Staff input (in the form of a bar chart)												Total Staff -month Input			
Construction Supervision																	
1		Home															
		Field															
2																	
3																	
																Sub Total	
																Grand Total	

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

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

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

Full time input ██████████

Part time input ■ ■ ■ ■ ■ ■ ■ ■ ■

FORM TECH-8. WORK SCHEDULE

S. Nr	Activity	Months													
		1	2	3	4	5	6	7	8	9	10	11	12	n	

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

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

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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.]

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Summary of Costs

Form FIN-3. Breakdown of Costs by Activity

Form FIN-4. Breakdown of Remuneration

Form FIN-4. Breakdown of Remuneration

Form FIN-5. Breakdown of Reimbursable Expenses

Form FIN-5. Breakdown of Reimbursable Expenses

Appendix. Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

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 below²:

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

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

We remain,

Yours sincerely,

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

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

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

FORM FIN-2.SUMMARY OF COSTS

Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal ²		

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs excluding local taxes to be paid by the PA in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

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

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

FORM FIN-4.BREAKDOWN OF 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 Time Based)

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

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

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

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

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

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

6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form

FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work Remuneration Staff-month Rate x Input.

FORM FIN-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 EXPENSES¹

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

Group of Activities (Phase): _____								
N°	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports	Lump Sum						
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs (for supervision staff)	Vehicle Months		72				
	Vehicle POL / maintenance	Months		72				
	Local transportation cost (for detailed design phase)	Lump Sum						
	Office rent, clerical assistance							
	Computer Operator	Months		24				
	Training of the PA's personnel ⁶							
	Cost to Establish Bench Marks	Lump Sum						
	Any other item							
Total Costs								

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. $\text{Cost} = \text{Unit Cost} \times \text{Quantity}$.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

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

N°	Description 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		
	Any other item		

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

2 Indicate unit cost and currency.

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

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

APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

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

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Social Costs

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

(iii) Cost of Leave

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

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

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

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

(iv) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The 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 subcontracted staff.

(v) Fee or Profit

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

(vi) Away from Headquarters Allowance or Premium

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

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members. Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer

rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PA Guarantee

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

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

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

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4

SECTION 5: TERMS OF REFERENCE

SECTION 5:

DESCRIPTION OF SERVICES

CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION OF CEMENT CONCRETE LINING OF ROHRI MAIN CANAL FROM RD 589+000 TO RD 619+000 (ADP SCHEME NO.1116/2026-27)

TERMS OF REFERENCE (TORs)

1. INTRODUCTION

Due to global climate changes and warming effects, the sources of water are dwindling all over the world with every passing year. The water resources of Pakistan are affected by several reasons, the major being the followings:

- Construction of dams by India, on upstream side
- Non – construction of large dams after Tarbela Dam
- Seepage losses in irrigation system
- Inefficiency of distribution system and inequity of irrigation water
- Lack of private sector participation
- Increased poverty in backward irrigated areas

In Sindh Province, need for agricultural production is anticipated to increase due to population growth and urbanization. It is estimated that by 2025 the irrigation water requirements for agriculture would increase by about 50% if the current irrigation practices continue.

In Sindh Province, all canals are earthen except Akramwah canal offtaking from Kotri Barrage. A huge amount of irrigation water is lost from these canals in the form of seepage from banks and bed. Lining is considered to be more effective in reducing the conveyance/seepage losses in the alluvial canals. In order to minimize seepage losses, Govt. of Sindh has decided to initiate a project through Irrigation Department for Lining of Canal in Sindh Province.

2. PROJECT OBJECTIVES

The objectives will be achieved by the lining:

- Improvement in the discharge capacity of Irrigation canals.
- Improvement in operational efficiency/ reduction in maintenance cost.
- Improvement of the agricultural benefits of the command area.
- More area will be under command due to prevention of water logging.
- Lesser silting problems due to resulting higher velocities.
- Prevention of water logging and reclamation of areas affected by water logging.
- Prevention of weed growth.
- Preparation and implementation of Environment social management plan.
- Plan for Combating the climate change effects on the area.
- Employment opportunities in the irrigation/industry.
- Distributing reclaimed Government lands from seepage to landless Women Farmers of the area.

3. SCOPE OF WORK

3.1 Review the Detailed Design and Construction Supervision

The Consultant shall perform all the duties and functions required by the Executive Engineer, Dad Division, Nawabshah under the Conditions of Contract. Some of the important functions are as follows but not limited to:

Review Detailed Design and Cost Estimation

- (i) Review all previous designs /studies and estimates on the project of Cement Concrete Lining of Rohri Main Canal from RD 589+000 to RD 619+000.
- (ii) Establish PBMs at 1 RD intervals and TBMs at every one RD.
- (iii) Preparation and vetting of construction drawings in accordance with designs. The Consultants shall review and seek approval of the PA, where necessary, for all designs, drawings, and sketches.
- (iv) Consultants shall be responsible for preparing a plan to combat the effects of climate change and mitigate environmental impact in the area.

Construction Management

- (i) Review of Bidding Documents.
- (ii) Preparation of Specifications for bidding documents.
- (iii) Clauses for bidding documents and agreement.

Contract Management and Construction Supervision:

- (i) Carry out joint pre-survey and post-survey of the works along with the concerned Sub-Divisional staff and the contractor's representative, and the field/level books must be maintained and duly signed jointly by them.
- (ii) Maintain construction sites during the contractor's working hours, issue instructions to the contractors, and generally supervise the execution of works.
- (iii) Supervise the site of the works through qualified, competent, and experienced field engineers and staff. The consultant shall be bound to the implementation and adherence to the quality and quantity assurance of work
- (iv) On-site inspection of the works and report on the performance of the contractor in execution of the contract in accordance with the contract documents.
- (v) Check the contractor's surveys, setting out of works as may be practicable for interim and final payment certification as per the agreed formats (vetting/authentication of bill).
- (vi) Issue all necessary instructions to the contractors in writing as per the clauses of the contract agreement, wherever and whenever required.
- (vii) The interim and final payment application, submitted by the contractors, will be measured /certified jointly by the site staff of the Executive Engineer, consultants, and contractors.
- (viii) Assist in settling disputes or differences that may arise between the Client and contractors, except litigation and arbitration.
- (ix) On the completion of the works, all facilities and records are delivered to the Executive Engineer, Dad Division, Nawabshah.
- (x) Throughout the construction and contractual maintenance period, monitor the physical progress and supply to the Executive Engineer, Superintending Engineer and Chief Engineer such information as required. Prepare a monthly progress report.

4. REPORTING REQUIREMENTS

ANNEX - B
CONSULTANT'S REPORTING OBLIGATIONS

REPORTING REQUIREMENTS

Reports to be submitted by the Consultant as part of Consultancy Services will include the following:

1. CONSTRUCTION SUPERVISION STAGE

- Monthly Progress Report (05 copies)

The monthly progress report will give the implementation progress and the financial progress status, a summary of the problem areas, proposed modifications (if any), updated diagrams and schedules, and future actions for the use of the Client.

Regarding any services additional to those specified above, the consultants, if specifically asked by the Client, shall;

Provide specialist technical advice on aspects of the works that are not normally required/provided in the consultancy agreement and which are encumbered during the execution of Contracts.

However, any services which are not specifically mentioned in the TOR above, but are allied and essential for the effective implementation and completion of the project, will also be provided by the Consultants and will be deemed to have been part of this TOR with no additional cost effect.

SECTION 6 - STANDARD FORM OF CONTRACT

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

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

- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.
- 1.3 Language** This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
 - 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PA may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

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

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

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the PA 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 PA as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PA

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

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

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

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment
upon
Termination

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

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of
Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and
Affiliates not to be
Otherwise
Interested in
Project

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

- 3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 **Confidentiality** Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 **Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 **Consultant's Actions Requiring PA's Prior Approval** The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 **Reporting Obligations**
- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 **Documents Prepared by the Consultant to be the Property of the PA**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

- 3.8 Accounting, Inspection and Auditing**
- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel**
- The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and

experience acceptable to the PA.

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

5. OBLIGATIONS OF THE PA

- 5.1 Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Security** The consultant has to submit bid security and the performance security at the rate mention in SC.
- 6.2 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance
- 6.3 Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.4 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.5 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is English.
1.4 1.4.1	Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representative as specified below: The addresses are: Procuring Agency: _____ Attention: _____ Facsimile: _____ E-mail: _____ Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____
1.6	Authority Member in Charge The Member in Charge is[insert name of member] <i>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.7 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.</i>
1.7	Authorized Representatives The Authorized Representatives are the following : For the PA: _____ Telephone: _____ Facsimile: _____ E-mail: _____ For the Consultant: _____ Telephone: _____ Facsimile: _____ E-mail: _____
1.8	Taxes and Duties The direct or indirect taxes, duties, fees and other imposition levied under the applicable law are as follows: a) Income tax b) Sales tax c) Stamm duty

	d) Any other tax and imposition applicable as per applicable law at the time of proposal submission
2.2	Commencement of Services The date for the Commencement of Services is _____
2.3	Expiration of Contract The Clause is amended as follows: Unless terminated earlier pursuant to Sub-Clause 2.6, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period of (18 months upto-completion) or such extended time as may be allowed under Sub-Clause 2.5.3.
2.5	Force Majeure The Contents of the Clause are deleted in its entirety and replaced with the following:
2.5.1	Definition a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
2.5.3	Extension of Time The Contents of the Clause are deleted in its entirety and replaced with the following: If the scope or duration of the Services is increased: a. the Consultants shall inform the PA of the circumstances and probable effects; b. the increase shall be regarded as Additional Services; and the PA shall extend the time for Completion of the Services accordingly.

2.6	Termination Following Sub-Clauses are added:
2.6.4	Disputes about Events of Termination If either Party disputes whether an event specified in paragraphs (a) through (f) of Sub-Clause 2.6.1 or in paragraphs (a) through (d) of Sub-Clause 2.6.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
2.6.5	Cessation of Services Upon receipt of notice of termination under Sub-Clause 2.6.1, or giving of notice of termination under Sub-Clause 2.6.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
3.4	Insurance to taken out by the Consultants The risks and the coverage shall be as follows: a. Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per applicable law b. Third Party liability insurance, with a minimum coverage as per applicable law c. professional liability insurance, with a minimum coverage of twice the total remuneration of the Consultant for Design Phase d. employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and e. insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
3.5 (c)	Consultants' Actions Requiring Client's Prior Approval The other actions are: The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions: a) appointing such Personnel as are listed in Appendix-C merely by title but not by name; b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the PA prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the

	Services by the Subconsultants and its Personnel pursuant to this Contract; c) The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following: I. Issuing Variations Orders in respect of: • additional items of Works as determined by the Engineer to be necessary for the execution of Works. • any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works. • any item of Works covered under Provisional Sums II. Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement. III. Details of any nominated sub-contracts. IV. Any action under terms of Performance Guarantee or Insurance Policy. V. Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract. • Adverse Physical Conditions and Artificial Obstructions • Suspension of Works • Bonus and Liquidated Damages • Certificate of Completion of Works • Defects Liability Certificate • Forfeiture • Special Risks • Frustration VI. Final Measurement Statement VII. Release of Retention Money VIII. Any change in the ratios of various currencies of payment.
4.1	Description of Personnel Following is added at the end of the Clause: a) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants in accordance with the actual requirements of the Contract to ensure efficient performance of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-Clause 6.2.1(a) of this Contract.
4.2 (c)	Removal and / or Replacement of Personnel The Section (c) of the Clause is amended as follows: Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the PA may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal

	and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
	The following clauses are added
4.3	Approval of Personnel The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the PA for review and approval a copy of their biographical data. If the PA does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.
4.4	Working Hours, Leave, Overtime, etc. Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The PA will reimburse overtime payments to eligible Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorized Representative of the Consultants at site, if any, shall be preceded by the PA informed in writing.
4.6	Resident Engineer The Consultants shall ensure that at all times during the Consultants' performance of the Services, a Resident Engineer acceptable to the Client, shall take charge of the performance of such Services. If Applicable, Resident Engineer Name: Address:
5.1	Assistance and Exemptions The following Sub-Clauses are added:
5.1.1	Assistance The PA shall use its best efforts to ensure that the PA shall: a. provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the PA or other consulting engineers appointed by the PA as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available are as follows:

	b. The PA shall make available within 15 days from the Commencement Date, the documents namely the available data, record and reports regarding the project. c. This list if warranted, shall be supplemented subsequently. d. assist in obtaining the existing data relevant to the carrying out of the Services, with various Government and other organisations. Such items shall be returned by the Consultants upon completion of the Services under this Contact; e. issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services; f. provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as mentioned below: g. Other assistance and exemptions to be provided by the PA are h. assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.
5.1.2	Co-ordination The PA shall: (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organisation named as follow: (b) coordinate with any other consultants employed by him.
5.1.3	Approvals The PA shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants.
5.1.4	Access to Land The PA warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.
5.1.5	Payments In consideration of the Services performed by the Consultants under this Contract, the PA shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.
5.1.6	Counter Part Personnel (a) If so provided in Appendix-F hereto, the PA shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the

	Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the PA shall not unreasonably refuse to act upon such request. (b) If counterpart personnel are not provided by the PA to the Consultants as and when specified in Appendix-F, the PA and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the additional payments, if any, to be made by the PA to the Consultants as a result thereof pursuant to Sub-Clause 6.2.1(c) hereof.
6.1	Security The Consultant has to submit bid Security @ 2% of the total bid amount. The successful bidders shall be required to submit Performance security @ 5% of the Contract amount.
	The Clause 6.2 is deleted in its entirety and replaced with the following:
6.2	Payments to the Consultants
6.2.1	Cost Estimates, Ceiling Amount (a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.4 and subject to Sub-Clause 6.2.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E. The Consultants shall notify the PA as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings. (b) Notwithstanding Sub-Clause 6.2.1(a) hereof, if pursuant to any of the Sub-Clauses 5.2, 5.3 or 6.4 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration not envisaged in the cost estimates referred to in Sub-Clause 6.2.1(a) above, and the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.2.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments. (c) Notwithstanding Sub-Clause 6.2.1(b) hereof, if pursuant to any of the Sub-Clauses 5.2, 5.3 or 5.1.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.2.1(a) above, the ceiling or ceilings, as the case may be, outlined in Sub-Clause 6.2.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.3	Contract Price The price shall be payable in Pak Rupees only and is outlined in Appendix E
6.5	Terms and Conditions of Payment Billing and payments in respect of the Services shall be made as follows: a) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure. In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants. b) The PA shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the PA of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments. c) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the PA and the final report and final statement shall be deemed approved by the PA as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the PA unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the PA has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the PA within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the PA for reimbursement must be made within fifty six (56) days after receipt by the PA of a final report and a final statement approved by the PA in

	accordance with the above. The PA shall cause the final payment to the Consultants within fifty-six (56) days of receipt of the final invoice from the Consultants, after completion of Services finally accepted along with the final report and statement of the Consultants by the Client. d) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.
8.2	Dispute Resolution Clause 8.2 is deleted in its entirety and replaced with the following: Any dispute between the Parties as to matters arising pursuant to this Contract which 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 of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto. Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the PA shall be withheld on account of such proceedings.
	Following Clause is added:
9.1	9. INTEGRITY PACT If the Consultant or any of his Subconsultants, 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 PA 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 Subconsultant, agents or servants; (b) terminate the Contract; and (c) recover from the Consultant any loss or damage to the PA as a result of such termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants. On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.6.5. Payment upon such termination shall be made under Sub-Clause 2.6.3 (a) after having deducted the amounts due to the PA under Sub-Para (a) and (c) of this Sub-Clause.

SECTION 6 - STANDARD FORM OF CONTRACT

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

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

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

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

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

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

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

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

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

Integrity Pact

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

(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;

(b) terminate the Contract; and

(c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.5 Force Majeure	The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.5.4 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
2.6 Termination	
2.6.1 By the PA	The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e). (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing. (b) If the Consultant becomes insolvent or bankrupt. (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days. (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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

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

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

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

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

2.6.3 Payment upon Termination

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

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Consultant

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

3.5 Consultant's Actions Requiring PA's Prior Approval

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

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

3.6 Reporting Obligations

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

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

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

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

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

3.8 Accounting, Inspection and Auditing

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

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

4.1 Description of Personnel

4. CONSULTANT'S PERSONNEL

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

4.2 Removal and/or Replacement of Personnel

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

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

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

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law Related to Taxes and Duties

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

5.3 Services and Facilities

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

**6.1 Security
6.2 Lump-Sum Payment**

6. PAYMENTS TO THE CONSULTANT

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

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

6.3 Contract Price

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

6.4 Payment for Additional Services

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

6.5 Terms and Conditions of Payment

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

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Resolution

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

III. Special Conditions of Contract

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

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

- {1.6}** {The Member in Charge is *[insert name of member]*}
- Note:** *If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.*
- 1.7** The Authorized Representatives are:
For the PA: _____
For the Consultant: _____
- 2.2** The date for the commencement of Services is *[insert date]*.
- 2.3** The time period shall be *[insert time period, e.g.: twelve months, eighteen months]*.
- 3.4** The risks and the coverage shall be as follows:
- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;
 - (b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*;
 - (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
 - (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

Note: Delete what is not applicable

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

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

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

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

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

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

- {5.1}** ***Note:** List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”*
- 6.1** The Consultant has to submit Performance security @ 3% of contract amount
- 6.3** The amount in Pak Rupees
- 6.5** The accounts are:
for foreign currency or currencies: *[insert account]*
for local currency: *[insert account]*
Payments shall be made according to the following schedule:
- (a) Monthly payment will be made on as per actual basis on submission of invoice supported by documents, vouchers, etc:
- (b) The bank guarantee shall be released when the total mobilization advance payments has been recovered.

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

**APPENDIX A
(Integrity Pact)**

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS. Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer: Name of Seller/Supplier:

Signature: Signature:

[Seal] [Seal]

CONTRACT

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

WHEREAS, the Consultant is willing to perform these services,
NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

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

3. Payment A. Ceiling
For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
C. Payment Conditions
Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

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

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

where R_t is the adjusted remuneration, R_{t0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_t is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{t0} is the official rate of inflation for the month of the date of the Contract."]

5. Project Administration	A. Coordinator The PA designates Mr./Ms. <i>[insert name]</i> as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA. B. Timesheets During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator. C. Records and Accounts The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
6. Performance Standard	The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
7. Confidentiality	The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.
8. Ownership of Material	Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and Software.
9. Consultant Not to be Engaged in Certain Activities	The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
10. Insurance	The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
11. Assignment	The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
12. Law Governing Contract and Language	The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

**13. Dispute
Resolution**

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

FOR THE CLIENT

Signed by:

Title: _____

Witness:

FOR THE CONSULTANT

Signed by:

Title:

Witness: