

CADET COLLEGE SANGHAR



EXPRESSION OF INTEREST FOR APPOINTMENT OF CONSULTANT

Invitation of Proposals for hiring Of Consultant for preparation of Architectural & Engineering Design of the Buildings to be constructed against development scheme titled, "Construction of Lal Shahbaz Qalander boys hostel and lower staff family quarters/ Flats in Cadet College Sanghar with estimated cost of project Rs: 333.189 million

**Office of the
Principal/ Project Director
Cadet College Sanghar**

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PREFACE

1. This document of interest for selection of consultant is to be used for various selection methods described in the SPPRA 2010 (amended time to time).
2. Before preparing an EOI, the procuring agency/user must be familiar with the SPPRA 2010 (amended time to time), and rule number 72.
3. Rule number 72 (3) shall be adopted for assignments of standard or routine nature where well-established practices and standards exist.
4. The EOI includes standard letter of invitation, standard instructions to consultants, terms of reference, and a standard form of contract. The standard instruction to consultants and the standard general conditions of contract may not be modified under any circumstances. However, the data sheet and the special conditions of contract may be used to reflect particular assignment conditions.

SECTION-1

LETTER OF INVITATION

Letter of Invitation

Dated: _____

To,

Dear Mr./Ms.

1. Cadet College Sanghar, now invites proposals from HEC prequalified Consulting Firms / Companies for providing Consultancy Services for preparation of Architectural & Engineering Design for the Buildings to be constructed against development scheme tilted" funded by Govt. of Sindh. More details on the services are provided in the Terms of Reference.
2. This EOIs has been addressed to the following shortlisted/pre-qualified/ interested Consultants. It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under "Quality and Cost Based Selection Method (QCBS)"and procedures described in this EOI in accordance with the Rule 72(2) of SPPRA 2010 (Amended time to time).
4. The EOI 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 Forms of Contract

5. Please inform us in writing at the following address:

Principal / Project Director, Cadet College Sanghar

Yours sincerely,

Principal/Project Director
Cadet College Sanghar

SECTION–2

INSTRUCTION TO CONSULTANTS

INSTRUCTIONS TO CONSULTANTS

1. 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 issued 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 EOI) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- h. "LOI" (Section 1 of the EOI) means the Letter of Invitation sent by the procuring agency to the Consultant.
- i. "Proposal" means the Technical Proposal and the Financial Proposal.
- j. "EOI" means the expression of interest prepared by the procuring Agency for the selection of Consultants.
- k. "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services.
- l. "Terms of Reference" (TOR) means the document included in the EOI 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:

- a. The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- b. The eligible Consultants (short listed if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- c. Consultants should familiarize themselves with rules/conditions and take the min to 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.
- d. Consultants shall bear all costs associated with the preparation and submission of their proposal sand 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.
- e. Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

- a. 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.
- b. 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:
 - (1) A consultant that has been engaged by the procuring agency to provide goods, works or service so the 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, affirm 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.
 - (2) 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.

(3) 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

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

- a. They are on leave of absence without pay;
- b. They are not being hired by the agency they were working for, six months prior to going on leave; and
- c. 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 (Amended time to time) 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 SPPR 2010 (Amended time to time), "The PA can inter-alia blacklist Bidders found to be indulging incorrupt 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 SPPRA 2010 (Amended time to time) Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

6. Eligible Consultants

If short listing process has been undertaken through REOI as outlined under Rule 73 and 74 of SPPR Rules 2010 (Amended time to time) for the Contract(s) for which these EOI

documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

Short listed consultants emerging from request of Request for Proposal 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

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 with in 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 nominate din 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 re fuse to extend the validity of their Proposals.

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

10. Clarification and Amendment in EOI Documents

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 EOI document without identifying the source of inquiry. Should the PA deem it necessary to amend the EOI as a result of a clarification, it shall do so.

At any time before the submission of Proposals, the Procuring Agency may amend the EOI 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 to fall 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

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

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 or responder 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

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

- a. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with in dividable 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.
- b. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed- budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- c. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- d. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- e. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position. The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- f. 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.
- g. 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).
- h. 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).
- i. 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 05 years.
- j. 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).
- k. 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).
- l. Any additional information requested in the Data Sheet. The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

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 Proposals

- a. 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

- b. 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.
- c. 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.
- d. 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

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

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.

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

- a. 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 meet the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be the no pened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- b. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between partial mount 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.
- c. **In case of Quality and Cost Based Selection Method (QCBS)** the Most Advantageous Financial Proposal (F_m) will be given the maximum financial score (FS) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- d. 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

Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as 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

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

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 EOI).

23. Availability of Professional staff/experts

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 substitution during contract negotiation 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

After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within Fifteen 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.

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

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 Proposal 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

	Name of the Assignment: The Name of the PA's official(s) Principal/ Project Director
1	Address : Cadet College Sanhgar Telephone : 0235-548008/ 0235-548077 Fax : 0235-548009 E-mail : info@ccsanghar.edu.pk
2	The method of selection is: Quality and Cost Based Selection Method (QCBS) Weightage (70% Technical + 30% Financial) The Edition of the Guidelines is: SPPRA EOI Document for Selection of Consultants 2022
3	Financial Proposal to be submitted together with Technical Proposal: YES (Two envelope procedure & percentage cost basis)
4	The PA will provide the following input sand facilities: CCS would facilitate provision of all available data and reports with the Government of Pakistan Sindh and its Ministries, Departments or Agencies will give the consultants access to all available data relevant to their task as per Government Rules.
5	The Proposal submission: EOI are advised to submit through EPADS. Proposals will be opened on the following date and time: 22 Oct 25 at 2 PM Through newly developed EPADS
6	Expected date for commencement of consulting services Nov 2025
7	Proposals must remain valid for Ninety (90) days after submission date.
8	Clarifications may be requested not later than Five (05) days before the submission date.
9	The Proposals shall be submitted in the following language: ENGLISH
10	Shortlisted Consultants may associate with other short listed Consultants: NO
11	The estimated number of professional staff-months required for the assignment is: The assignment shall have essence of time. or: The available budget is: [In the case of Selection under a Fixed Budget (FBS), select the following sentence] The Financial Proposal shall not exceed the available budget of: 333.189 Million

12	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP) to be submitted through EPADS																		
13	Training is as specific component of this assignment: No																		
14	Applicable reimbursable expenses shall be as follows: (1) Cost of investigations and surveys as per actual. (2) Cost of such further items required for purposes of the Services not covered in the agreement. (3) Cost on account of modifications and variations of documents as per actual.																		
15	Amounts under the contract to be subject to: Direct or Indirect Taxes payable by the Consultants: YES Consultants shall be subject to all applicable taxes in accordance with the Islamic Republic of Pakistan legislation and the client will deduct such taxes at source.																		
16	Consultants to state all costs in the national currency: YES																		
17	Consultant must submit scanned copy through EPADS & original hard copy of the Technical Proposal.																		
18	<p>TECHNICAL EVALUATION CRITERIA</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Criteria</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Regional Presence of the Firm</td> <td>10 points</td> </tr> <tr> <td>2</td> <td>Experience of the Firm/Joint Venture Similar projects (development work in HEI & colleges)</td> <td>60 points 50% of 60 points (30 points)</td> </tr> <tr> <td></td> <td>General Project completed or in hand</td> <td>50% of 60 points (30 points)</td> </tr> <tr> <td>3</td> <td>Quality of Core Team of the Firm/ Joint Venture (the core team may comprise of Senior architect, senior structural engineer, town planner, resident engineer, site engineer, electrical engineering, HVAC expert, data/network engineer etc.)</td> <td>30 points</td> </tr> <tr> <td></td> <td>Total</td> <td>100 points</td> </tr> </tbody> </table> <p>The qualifying marks shall be 60. Technical Bids will be evaluated on the basis of above criteria and Financial Bids of only those bidders will be opened who have technically qualified.</p>	SN	Criteria	Weightage	1	Regional Presence of the Firm	10 points	2	Experience of the Firm/Joint Venture Similar projects (development work in HEI & colleges)	60 points 50% of 60 points (30 points)		General Project completed or in hand	50% of 60 points (30 points)	3	Quality of Core Team of the Firm/ Joint Venture (the core team may comprise of Senior architect, senior structural engineer, town planner, resident engineer, site engineer, electrical engineering, HVAC expert, data/network engineer etc.)	30 points		Total	100 points
SN	Criteria	Weightage																	
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	Total	100 points																	
19	All adopted sub-criteria should be specified in the EOI .The points allocated to each of the sub-criteria under "qualifications and competence of key staff" must be indicated in the EOI. The minimum technical score required to pass is: Points 60 Remuneration Type: Percentage Basis																		
20	Expected date and address for contract negotiations:																		
21	Consultants undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs. 10.00 million.																		

SECTION-3

TECHNICAL PROPOSAL-STANDARD FORMS

TECHNICAL PROPOSAL-STANDARD FORMS

The Compliance Documents referred to below, duly completed, accompanied with supporting documentary evidence shall be submitted by Consultant(s) as part of the EOI/application as per sequence given below:

SN	Description	Form Type
1	Transmittal Letter	Form-1
2	Registration of Firm with Professional Body i.e. PEC/PCATP with minimum 5 years post registration working experience (MANDATORY)	
3	National Tax Number (Certificate) (MANDATORY)	
4	Sindh Revenue Board Tax Number (Certificate) (MANDATORY)	
5	Annual Turnover of Accounts (Bank Statement) (MANDATORY)	
6	Audited Statement of Account and Turnover (Last 3 Years)	
7	Pre-qualification certificates/letter with Government/ Autonomous bodies/Private Entities	Form-1
8	Summary of Similar Projects completed by Consulting firm/ Joint Venture	Form-2
9	Detail of Similar Project Executed by the Consulting Firm/Joint Venture	Form-3
10	Summary of General Projects completed by Consulting firm/Joint VENTURE	Form-4
11	Detail of General Project Executed by the Consulting Firm/Joint Venture	Form-5
12	Summary of Principle Staff working with Firm for the last 6 months	Form-6
13	Detailed CVs of Principal Staff	Form-7
14	Power of Attorney in case of Consortium/Joint Venture	Form-8
15	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PA A- On the Terms of Reference B-On Counterpart Staff and Facilities	Form-9
16	Description of Approach, Methodology and Work Plan for Performing The Assignment	Form-10
17	Staffing Schedule	Form-11
18	Work Schedule	Form-12
19	Photographs of the Projects	
20	Forming of Consortium Document (MOU or Agreement)	
21	List of projects jointly completed by the firms in case of a Joint Venture (if any)	
22	Affidavit that firm is not blacklisted (MANDATORY)	
23	Affidavit that Consortium/ Joint Venture is not involved in any arbitration/litigation with any client/employer(MANDATORY)	

Principal/Project Director

Cadet College Sanghar

Subject: **Proposal Document for Selection of Consultants****INFORMATION FORM**

1. Name of consultant [Lead partner if association]
 - Address
 - Telephone No(s)
 - Fax Number
 - E-mail Address
 - Registration No. with PEC along with Registered Office Address.
 - Year of Establishment of Company
2. Description of consulting firm(ownership / organization)
3. Regional Registered Offices other than Head Office
4. Experience(Number of Years)
 - Local/national experience:
 - International experience:
5. Name (s) and Address (es) of Associates, if a Joint Venture; their short description and description of their role in the Joint Venture / Association.
6. Experience of the Consultants (on appended forms) during the past 10 years:
 - Specific:(10 Projects of similar magnitude and complexity)
 - General:(10 Projects in all fields but not completely relevant)
7. Organization chart showing consultant's structure.
8. Capital of consultant (Audited Financial Statements for the latest three years).
 - Subsidiaries and associates.
 - Annual fees in the last five years in current index.
 - Financial reference[name/address of bank(s)]
9. Professional staff available for the assignment on the appended format.
10. Additional information.

Yours truly,

Name of Authorized
Representative Position
Date

Summary of similar assignments (developmental works of HEI's & colleges) Form-2

A maximum of **05** similar assignments (developmental works of HEI's & Colleges) worth amount more than Rs. 100 million, which are completed by the Consulting Firm/Joint Venture partners in the last ten years

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Completed as: (Single Firm or Joint Venture)	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of Joint Venture)	Scope of Services (i.e. Survey, Master Planning, bidding documents construction supervision etc.)	Additional Information (if any)

CCS has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weight age/ credit will be given for that assignment. In case of negative feedback from 3 or more clients ,CCS has the right to disqualify the consulting firm/ Joint Venture.

DETAIL EXPERIENCE OF CONSULTANT
(Similar Projects)

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month/Year
6. Completion Date : Month/Year
7. Professional Staff Provided :
8. No. of Staff :
9. No. of Staff Months :
10. Approx. Value of Services :
Name of other Joint Venture
11. Firms(If any) :
12. No. of Staff/Staff Months Provided
by the Joint Venture Partner (s) :
13. Name/ Position of Key Staff :
14. Description of Project :
15. Description of Services Provided
by the Firm

Summary of General work assignments (other than developmental works of HEI & Colleges) Form-4

A maximum of **05** general assignments (other than developmental works of HEI's) worth amount of more than Rs. 100 million, which are completed by the Consulting Firm/Joint Venture partners in the last ten years

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Completed as: (Single Firm or Joint Venture)	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of Joint Venture)	Scope of Services (i.e. Survey, Master Planning, bidding documents construction supervision etc.)	Additional Information (if any)

SSC has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weight age/ credit will be given for that assignment. In case of negative feedback from 3 or more clients, CCS has the right to disqualify the consulting firm/ JOINT VENTURE.

**DETAIL EXPERIENCE OF CONSULTANT
(General Projects)**

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month/Year
6. Completion Date : Month/Year
7. Professional Staff Provided :
8. No. of Staff :
9. No. of Staff Months :
10. Approx. Value of Services :

11. Name of other Joint Venture Firms(if any) :
12. No. of Staff/Staff Months Provided by the Joint Venture Partner (s) :
13. Name/Position of Key Staff :
14. Description of Project :
15. Description of Services Provided by the Firm :

<u>Summary of Proposed key Professionals</u>		Name of Firm=						Form-6
S. No	Description	Senior Architect	Sr- Structural Engr-	Town Planner	Sr-Civil Engineer (RE)	Civil Engineer (Site Engineer)	Electrical Engineer	
		Name	Name	Name	Name	Name	Name	
A	Academic & General Qualification							
	a .Bachelors (Specific Discipline)							
	b .Masters(Specific Discipline)							
B	Professional Exp. Related to Assignment							
B-1	Specific							
	a. Experience in Lead Position							
	b. Experience as senior professional							
	c. Experience as Junior Professional							
B-2	General Experience							

<u>Summary of Proposed key Professionals</u>		Name of Firm=		Form-6			
S. No	Description	HVAC Engineer	Data/ Networking Engineer				
		Name	Name				
A	Academic & General Qualification						
	a. Bachelors (Specific Discipline)						
	b. Masters(Specific Discipline)						
B	Professional Exp. Related to Assignment						
B-1	Specific						
	a. Experience in Lead Position						
	b. Experience as senior professional						
	c. Experience as Junior Professional						
B-2	General Experience						

FORMAT OF CURRICULUM VITAE

1. The Discipline/Expertise : _____
2. Name of the Firm : _____
3. Name of Nominee : _____
4. Date of Birth : _____
5. Years with the Firm : _____
6. Nationality : _____
7. PEC Registration/ Member
Ship No. : _____
8. Key Qualifications : _____ (Provide an outline of the nominee's experience)
9. Academic Qualification : _____
10. Employment Record : _____
11. Languages and Degree of Proficiency : _____ (In speaking, reading and writing as Excellent-Good-Fair-Poor)
12. Certification : _____

I, the undersigned, certify that, to the best of my Knowledge and belief, these bio-data correctly describes myself my qualifications and my experience.

Signature:

Dated: day/month/year

Power of Attorney

IMPORTANT NOTICE: Power of Attorney to be printed on stamp paper signed and notarized. In the case of a Pakistani Attorney, a copy of his national identity card ("NIC") should be attached with the Power of Attorney. In the case of a non-Pakistani Attorney, a copy of his passport should be attached.]

Instructions for Consulting Firm

If the Consulting Firms are a Consortium each firm of the Consortium (other than the Lead firm) shall furnish a Power of Attorney authorizing the Lead firm and on their behalf.

KNOW BY ALLMEAN THAT by this Power of Attorney ("**Power of Attorney**"),

____ Insert name of Consortium firm]having its registered office at [----],does here by nominate, appoint and authorize

____ (the Lead Firm) having its registered Head Office at[]here in after referred to as the "**Attorney**" to:

- i. Sign and submit to cadet college Sanhgar or its authorized nominee the EOI and all other documents and instruments required to submit EOI for Consultancy service for feasibility studies, Surveys & Investigation preparation of tender design, tender documents, Detail Design and construction supervision.;
- ii. Execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. Do and carry out all other actions as may be required by cadet college Sanhgar in connection with the Consultancy service feasibility studies, Surveys& Investigation, preparation of tender design, tender documents and detail design;
- iv. To immediately notify cadet college Sanhgar of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

[Insert name of Consortium Firm] does hereby ratify and confirm whatever the Attorney shall do by virtue of these present.

WITNESSES: [INSERT NAME OF GRANTOR]

1. _____ For:
2. _____ By Its:

FORM TECH-9. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PA

A. On the Terms of Reference

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

B. On Counterpart Staff and Facilities

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

FORM TECH-10. 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 presently our 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 FormTECH-8.

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

FORM TECH-11. STAFFING SCHEDULE

No.	Name of Staff	Staff input (in the form of a bar chart)												Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field
Foreign																
1		[Home]														
		[Field]														
2																
3																
n																
Local																
1		[Home]														
		[Field]														
2																
n																
												Sub Total				
												Total				

- For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: drafts men, clerical staff, etc.).
- Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- Fieldwork means work carried out at a place other than the Consultant's home office.

Full time input Part time input

FORM TECH-12. WORK SCHEDULE

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

Evaluation of Quality of Staff

For the sake of assigning weight age to judge capability of the firm on the basis of expertise of its staff, the following Key Experts shall be evaluated:

S. No.	Discipline of Key Expert	Credit %age	Max-Required Experience (years)	Max-Desired Level of Experience
1.	Senior Architect	15	15	Lead Position
2.	Senior Town Planner	10	15	Lead Position
3.	Senior Structural/Civil Engineer	15	15	Lead Position
4.	Electrical Engineer	10	07	Senior Professional
5.	HVAC Engineer	10	07	Senior Professional
6.	IT/Data Networking Engineer	10	07	Senior Professional
7.	Senior Civil Engineer (RE)	10	15	Lead Position
8.	Site Engineer(Civil)	10	07	Senior Professional
9.	CAD Operator(2Nos.)	5	5	Lead Position
10.	Accounts Manager	5	5	Senior Professional

SECTION-4
FINANCIAL PROPOSAL

Scope of Work

- Preparation of Architectural, Structural Design & Drawings of the building including Electrical, Plumbing, Solar System, External Development Works etc.

S No.	Name of Structure	Qty.	Unit
1- Residential Buildings			
a.	Hostel Building (Civil Works) Internal Electrification, Plumbing & Sanitary Works, & Solar System	23420	Sft
b.	Family Quarters/Flats CAT-IV (08 Nos)	4000	sft
c.	Family Quarters/Flats CAT-V (08 Nos)	3400	Sft
d.	Family Quarters/Flats CAT-VI (08 Nos)	3000	Sft

- PC-I Cost:**

Capital Cost = 287.999 Million
2% Consultant Fee = 5.759 Million

- Responsibilities of Consultant:**

- Undertake Top Supervision:** Top supervision of construction works at site shall comprise of guiding the Contractors to handle the projects qualitatively & quantitatively. Top supervision shall include detailed checking & monitoring quality and quantity of executed construction works. During the top supervision, the Consultant will endeavor to ensure quality of construction by way of structural testing of concrete cubes & steel reinforcement bars, burnt clay bricks/ concrete blocks, water proofing of roof, conduct of compaction test ensure quality of samples of doors, windows, Electrical/ Solar Panels, Inverters, Cables/ wires and Plumbing material brought by Contractors at site.
- Undertake Coordination meetings at CCS:** The Consultant is required to visit site of works at CCS/ Coordinate meetings as and when desired to further ensure quality of construction and to coordinate Construction activities in associate with the Employer and resolve bottlenecks, as and when they arise through the construction period.
- Verification of Running Accounts/ Final Bills of Contractors:** The Consultant is required to verify Running Accounts/ Final Bills of the Contractors and making recommendations to the Employer for payment.
- Undertake other relevant tasks:** The Consultant is required to ensure unhindered construction activities at site through finalization & strict implementation of work schedule. During the construction phase, the Consultant is required to provide additional/ completion drawings etc as per requirement. The Consultant is also

required to check & approve shop drawings prepared by the Contractors to facilitate construction at site.

- e. **Preparing Tender Drawings:** The Consultant is required to prepare detail tender drawings as per area mentioned.
- f. **Preparing Tender Documents:** The Consultant will prepare the tender documents including BOQs, General Conditions of Contract, Special Conditions of Contract, Tender Drawings and Specifications etc.
- g. **Appointment of Site Engineer/ Staff:** The Consultant will appoint site engineer/ staff as per requirement of the project.
- h. **Material Checking & Testing:** The Consultant will be responsible for the checking of the material and testing of material as per the stage of the work.
- j. **Completion Certificate:** After completion of work, the consultant will prepare completion certificate accordingly.

Summary of Financial Bid

Preparation of Architectural, Structural Design & Drawings of the buildings including Electrical, Plumbing, solar system, External Development Works etc.

S. No	Description of Work	% Offered
1	Schematic Design	
2	Design Development of Project	
3	Construction Documents Phase	
Total		

General Condition of Contract

1. GENERALPROVISIONS

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

- (1) "Applicable Law" means the Sindh Public Procurement Act, there under Rules 2010.
- (2) "Procuring Agency PA" means the implementing department which signs the contract
- (3) "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.
- (4) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (5) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (6) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (7) "Foreign Currency" means any currency other than the currency of the PA's country.
- (8) "GC" means these General Conditions of Contract.
- (9) "Government" means the Government of Sindh.
- (10) "Local Currency" means Pak Rupees.
- (11) "Member" means any of the entities that make up the joint venture/consortium/ association, and "Members" means all these entities.
- (12) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (13) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof."SC" means the Special Conditions of Contract by which the GC

may be amended or supplemented.

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

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

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

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

c. 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.

d. Notices.

(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.

(2) A Party may change its address for notice here under by giving the other Party notice in writing of such change to the address specified in the SC.

e. 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.

f. Authority of Member Incharge. 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.

g. 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.

h. 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.

j. Fraud and Corruption.

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

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

k. Integrity Pact.

(1) 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:

(2) 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; terminate the Contract; and 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.

(3) 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 1.9A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

I. Variation in Design and Tender Documents. During preparation of Design and Tender Documents, it is to ensure that no variation of items occurs in Design of the work and its Tender Documents.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

j. Termination 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 GC2.6.1. 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).

(1) 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.

- (2) If the Consultant becomes insolvent or bankrupt.
- (3) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (4) 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.
- (5) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate his Contract.
- (6) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

k. 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 SPRRA rules:

- (1) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (2) Pursuant to Clause GC7 here of within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (3) 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.
- (4) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

I. Payment upon Termination. Upon termination of this Contract pursuant to Clauses GC2.6.1 or GC2.6.2, the PA shall make the following payments to the Consultant:

- (1) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (2) 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

a. General.

(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.

b. Conflict of Interests

(1) The Consultants 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.

(2) Consultants not to Benefit from Commissions, Discounts, etc.

(3) The payment of the Consultant pursuant to Clause GC6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultants 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.

(4) Consultant and Affiliates not to be Otherwise Interested in Project

(5) 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.

(6) Prohibition of Conflicting Activities

(7) 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.

c. 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.

d. 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.

e. Consultant's Actions Requiring PA's Prior Approval

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

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

f. Reporting Obligations

(1) 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.

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

g. Documents Prepared by the Consultant to be the Property of the PA

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

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

h. Accounting, Inspection and Auditing

(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.

(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

a. 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 Care here by approved by the PA.

b. Removal and / or Replacement of Personnel

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

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

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

5. OBLIGATIONS OF THE PA

a. 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.

b. Changes 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 o in Clauses GC 6.2 (a) or (b), as the case may be.

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

6. PAYMENTS TO THE CONSULTANT

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

b. Lumps-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 the contract. 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.

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

d. 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, ands shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth 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

a. 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

a. 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.

b. 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.

(INTEGRITY PACT)

REQUEST FOR PROPOSAL FOR HIRING CONSULTANTS FOR PREPARATION OF ARCHITECTURAL & ENGINEERING DESIGN FOR THE BUILDINGS TO BE CONSTRUCTED AGAINST DEVELOPMENT SCHEMES TITLED

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 sub division 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 any one and not give nor 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, share holder, 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 what so ever form 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 Go Sand 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 Go Sunder any law, contract or other instrument, be voidable at the option of GoS.

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

Name of Buyer: _____

Signature: _____

[Seal]

Name of Seller/Supplier _____

Signature: _____

[Seal]

CONTRACT

THIS CONTRACT ("Contract") is entered in to 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 THERE FORE THE PARTIES here by agree as follows:

1. Services

- a. 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").
- b. 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 Consultants hall 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

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

4. Project Administration

- a. **Coordinator.** The PA designates the Project Director, Executive Engineer (Development) and Executive Engineer (Maintenance) as PA's Coordinators; the Coordinators 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Insurance. The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.

10. Assignment. The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

11. Law Governing Contract and Language. The Contracts shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

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

FOR THE PA

Signed by _____
Title: _____

FOR THE CONSULTANT

Signed by _____
Title: _____

SECTION–5

TERMS OF REFERENCE (TORs)

Terms of Reference

For construction of the said building and to meet the building requirements, services of a consultant firm are required to be hired with the following TORs.

Part-A: Preliminary Design & Planning

Preparation of Layout Plan and preliminary architectural designs/drawings .The design should be economical and sound meeting PEC codes/ by laws.

Part-B: Topographic survey

To conduct topographic Survey and demarcation of site.

Part-C: Sub-Soil Investigation

1. Preparation of programme of sub-soil investigation and laboratory tests to be carried out for the Scheme including specifications.
2. Assist the Client in selecting Contractor for carrying out the sub-soil investigation.
3. Supervise sub-soil investigation work by the Contractor to be appointed by the Client including laboratory tests.
4. Certify Contractor's bill for sub-soil investigation and laboratory tests in accordance with the provisions of the Contract between the Client and the Contractor.
5. Submit sub-soil investigation report giving details about bore logs, test pits, test results and recommendations regarding safe bearing capacities for foundations and design parameters for other works.
6. Preserve sub soil log and display the same in the appropriate scale on permanent basis.
7. Investigations for tube well up to 650 ft depth specifically shall be carried out with the help of electric resistivity meter (erm).However for the purpose of the tube well design beside erm data, information be based on the data collected from the nearby sites and in accordance with the best engineering practices.

Part-D: Design of Infrastructural and Building Works

1. Preparation of rough cost estimates and obtaining their technical sanction from the quarter concerned.
2. Preparation of detailed architectural and engineering design& drawings of building, fixing details of different systems including gas supply, water supply sewerage system, disposal works, electrical system, voice & data and networking etc of the entire complex.

3. Prepare drawings and get these approved from relevant agencies.

Part-E: Bidding Documents and Award of contract

1. Preparation of detailed tender documents including construction drawings, interior and furnishing works, Specifications, Bill of Quantities and cost estimates based on market prices.
2. Preparation of detailed construction drawings and providing at least 10 copies of the final sets of such drawings to the Client.
3. Provide assistance to the Client in pre-qualification/selection of contractor (s) and arrange relevant services leading to the award of Contract.

Part-F: Development of Forms

The consultant shall develop standard forms for reporting including receipt of material, testing of materials, details of work done along with measurements etc.

Part-G: Services for Construction Supervision (Resident Supervision), if required.

1. The Consultant shall perform duties of "Engineer In charge" as per Client's agreement with the contractor (s) to supervise construction with the best professional and consulting standards to ensure that the building is constructed satisfactorily.
2. The Consultant is expected to assign field personnel of professional caliber and in sufficient number as deemed necessary by him in consultation with the Client.
3. In carrying out the assignment, the Consultant shall undertake the following works:
 - a. Issue instructions to the contractor (s) and provide engineering supervision to the execution of works.
 - b. Ensure quality control through laboratory tests and other nondestructive tests at the expense of the contractor.
 - c. Make measurements of the work done as basis for running payments to the contractor (s). Detailed measurements of the works shall however be recorded jointly with the Contractor and get the same verified by the Resident engineer of the Consultant as duplicate record and shall be attached with the Contractor's bills.
 - d. Issue variation orders with the Client's consent.
 - e. Prepare monthly progress reports. Maintain estimate and comparative statement of project costs and submit reports to the Client.

- f. Assist in liaison between the Client and Contractor.
 - g. Review and approve "As Built" drawings prepared by the Contractor.
4. The Consultant shall form its own sources; establish a site office and meet the running/operational expenses.
5. The Consultant shall certify that works are executed as per approved design, drawings, standard specifications, technically sanctioned estimate and within the provisions of contract agreement.
6. The Consultant shall supervise the contractor in all matters concerning safety and care of the work and advise the Client on any problem arising in the construction work during its execution.
7. The Consultant shall certify that the construction material brought at site by the contractor(s) is in accordance with the specifications and is got tested as per standard practices.
8. The reports in respect of receipt and test of materials shall be submitted to client on weekly basis in the prescribed forms.
9. The Consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed form to Client pointing out the deficiencies and suggest remedial measures.
10. The Consultant shall certify the contractor's running payments clearly indicating that the quality of work executed is according to the specifications, design, drawings, technically sanctioned estimate and contract agreement and make recommendations for payment to the contractor along with test reports. The Consultant shall further be responsible for quality and quantity of works.
11. The Consultant shall keep the record of daily inspection reports in the prescribed forms at the site office and submit it to the Client on weekly basis.
12. The Consultant shall carry out detailed final inspection of the work and shall recommend to the client for issuance of completion certificate stating that the work has been completed as per design, drawings, standard specifications and contract agreement.
13. One month prior to the expiry of completion period, the consultant shall carry out a detailed final inspection of the work and submit a report to the client pointing out the defects in the work, if any.
14. Consultant shall be responsible for getting all such defects rectified from the concerned contractor(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.

15. The Client shall be at liberty to increase or decrease the quantum of work without assigning any reason.

16. Client's authorized representative may regularly visit the site for checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work at site.

17. Plan and design the work of interior furnishing meeting the best standards.

18. Supervise the work of interior design to ensure quality of work as per contracted design and specifications.

Part-H: Reporting requirements/ Schedule of activities, if required.

The consultant shall be required to complete the assignment as per following schedule:-

No	Description	Time frame
Stage-I	Preparation of bidding document, detailed layout plan and structural design	Two weeks
Stage-II	Approval of lay out plan and structural design and Preparation of TORs for contractor and award of Contract	Two weeks after completion of stage-I.

Part-I: Professional Liability

If the client suffers any losses or damages as a result of proven fault, error or omission in the design/ execution of the project, the consultant shall be responsible to make good such loss or damages in accordance with provisions mentioned in consultant selection guidelines issued by the P&D Department in 2006.

Part-J: Mode of Payment

1. The Consultant's fee will be linked to the physical progress of work and the completion period mentioned in the letter of Award of the Client unless the delay is caused by an action or inaction of the Client or due to the reasons covered under the provisions of "Force Majeure" as mentioned in the bidding documents.

2. For stage I& II (as prescribed under part H), the consultant shall be paid in 3 installments for each stage subject to satisfactory completion of respective works.

3. On satisfactory performance of the services pertaining to stage III, the payment to the Consultant shall be made in proportion to the work done at site (at least 10% of new work) and paid to the contractor. Such payments shall be made until 90% of the payable amount has been disbursed. The remaining 10% shall be released at the time of completion of the stage IV.

4. 10% of cash running payments shall be withheld by the Client as a security deposit. The amount shall be released after expiry of the maintenance period of the contract.

Part-K: Expected outputs and benefits

The Consultant's work is expected to result in safe and economical design for all items of the works keeping in view the latest building codes/standards and the requirements of the respective building control authorities and the Client.

1. The '**Consultants'** shall:

- a. Prepare description of works and general rules for guidance of contractor for approval of the '**Employer**'.
- b. The '**Consultants**' shall also advise the Employer on conditions of Contract, specifications and the schedule of finishes prepared by the main Consultants appointed for Planning & Designing of the work.

2. The '**Consultants**' shall:

- a. Scrutinize tenders, prepare recommendations and submit a report to the '**Employer**' if so required by the '**Employer**'.
 - (1) Advice on the preparation of any contract relating to accepted tenders for carrying out the work/ Project.
 - (2) Issue necessary instructions to the contractors to enable them to prepare their drawings and details for check and approval by the '**Consultants**'.
 - (3) Assist in settling disputes or differences which may arise between the '**Employer**' and the contractor.
 - (4) Deliver to the '**Employer**' completion drawings for permanent record in triplicate and such records as are necessary for the preparation and maintenance of the works / Project.
 - (5) Inspect the works, prior to the expiration of the guarantees provided in the construction contract with the authorized representative of the '**Employer**' and point out any defects noticed for rectification by the contractors.

3. The '**Consultants**' shall: (Supervision if required)

- a. Undertake full supervision of the various stages of construction of the works. The supervision to be undertaken by the Consultants in particular shall include:
 - (1) Checking of correct marking on the ground of the designed buildings, in relation to Bench Mark and base line.

- (2) Re-adjusting the layout sand/or designs if such re-adjustment are found necessary.
- (3) Fixing up criteria for testing and supervising contractors testing for structural and other materials before starting of the work so that these tests and materials correspond with the design, and ask the contractor to make necessary charges in any of the tests or the materials if required.
- (4) Supervising during constructions, selection and use of building materials in accordance with the specifications.
- (5) Ensuring that the contractors carry out the construction work in accordance with the final drawings, the specifications and the agreement.
- (6) Suggesting substituted materials, wherever any material is not available and working out the cost of such materials together with the credit to be allowed in favour of either the '**Employer**' or the contractors and the adjustments in design, if necessary due to such substitutions. This shall be subject to prior approval of the '**Employer**'.
- (7) Amending existing drawings and/ or issuing new detailed drawings whenever it is deemed necessary to make adjustments in the construction.
- (8) Holding meetings with the '**Employer**' and contractors as and when required.
- (9) Advise the '**Employer**' to suspend the work in case the same is not being carried out as per specifications and contract.
- (10) Supervising the replacement of any work damaged during the construction through fire or other causes.
- (11) Arranging for any of the works whether in the process of construction or not, to be proceeded at the risk and cost of the contractors if the later fails to proceed with the construction due to either an act of diligence on their part or state of insolvency.
- (12) Determining at appropriate time, the period of delays, extension of time required and the penalties to be imposed and taking of all precautionary measures towards completing the proposed construction according to the time schedule.