



REQUEST FOR PROPOSAL DOCUMENT

**HIRING OF CONSULTANCY SERVICES FOR MASTER
PLANNING, DESIGN, CONSTRUCTION MANAGEMENT
WITH DETAILED SUPERVISION FOR PROJECT AT
SCHEME 41, SURJANI TOWN KARACHI UNDER
PUBLIC HOUSING SCHEME**

NOVEMBER 2020

KARACHI DEVELOPMENT AUTHORITY

Issue to /s _____

Pay Order No. _____

Dated _____

Bank: _____

Signature & Stamp of Issuing Authority

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SECTION 1. LETTER OF INVITATION

Section 1. Letter Of Invitation

Letter of Invitation

Ref. No. _____;

Dated: October __, 2020

To all interested consultants,

Karachi Development Authority (hereinafter called “Procuring Agency”) now invites proposals for Hiring of Consultancy Services for Master Planning, Architecture and Engineering Design (including Civil Works, Mechanical Works, Electrical Works, and Plumbing Works) and Construction Management with Detailed Supervision for Upcoming Project as mentioned in Terms of Reference under Public Housing Scheme.

1. A firm will be selected under Quality and Cost Based Selection (QCBS) Method and procedures described in this Request for Proposal document as per SPP Rules-2012 (For Consultancy) and SPP Rules 2010 amended from time to time.
2. The work will be executed in Phases as described in the terms of reference.
3. The total duration of services required is 6 months for design phase and 60 months for detailed construction supervision.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3- Technical Proposal-Standard Forms
 - Section 4 - Financial Proposal-Standard Forms
 - Section 5- Terms of Reference and Scope of Work
 - Section 6 - General Condition of Contracts
 - Section 7 - Special Condition of Contracts
 - Section 8 - Standard Form of Contracts

Please inform us in writing at the following address that whether you will submit a proposal alone or in association or in joint venture.

Yours sincerely,

Project Director
Public Housing Scheme
Karachi Development Authority

Section 2. Instructions to Consultants

Instructions to Consultants

[Note to the Procuring Agency, this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Agency, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

Definitions

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

2. Introduction

- 2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than

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

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

Conflicting Relationships

- 3.2 Government officials and civil servants may be hired as consultants only if:
- (i) They are on leave of absence without pay;
 - (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
 - (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

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

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

Under Rule 35 of SPPR2010, “The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such

barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

5. Integrity Pact

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

6. Eligible Consultants

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

7. Eligibility of Sub-Consultants

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

8. Only one Proposal

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

9. Proposal Validity

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

less than one percent and shall not exceed five percent of bid amount).

10. Clarification and Amendment in RFP Documents

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

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

11. Preparation of Proposals

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

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

12. Language

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

13. Technical Proposal Format and Content

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

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-

consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

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

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last _____ (PA may give number of years as per their requirement) years.
- (v) Estimates of the total staff input (professional and support

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

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

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

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

16. Submission, Receipt, and Opening of Proposals

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

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

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

shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

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

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

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

- 18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum

qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

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

19. Evaluation of Financial Proposals

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.
- 19.4 **In case of Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations

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

21. Technical negotiations

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

22. Financial negotiations

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

23. Availability of Professional staff/experts

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

the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in data sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

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

Section 2. Information to Consultants - Data Sheet

Data Sheet Information for Consultant

Clause Description

No.

- 2.1 Name of the Procuring Agency is Karachi Development Authority.
- 2.2 All consultants as a single or joint venture having required experience and eligibility as mentioned in RFP can participate in the project. In case of JV/Consortium, the technical evaluation of the lead firm will be considered, however, Joint venture/ Consortium/ Association of more than 2 firms will not be allowed.
- 2.3 The Name of the PA's official (s) is **Project Director, KDA, PHS, Karachi.**
Address: Room No.513, 5th Floor, Civic Centre, Gulshan-e-Iqbal, Block 14, Karachi.
Telephone: 021-99230653(Ext.2201) Fax: 021-99231145
- 2.5 User Requirements, Site Plan, Detail of facility/ land, safe access to site or any other facility if deemed necessary for completion will be provided by client and as specified in special conditions of contract.
- 9.1 Proposals validity period shall be 90 days but can be extended subjected to the approval of PA.
 - 10.1 Clarifications may be requested not later than 05 working days before the submission date. Address for requesting clarification is Room No.513, Rear Right Wing at 5th Floor, Civic Centre, Gulshan-e-Iqbal, Block 14, Karachi, Telephone: 021-99230653(Ext.2201) Fax: 021-99231145
- 11.2 The estimated period of professional staff months required is 6 months for design and 60 months for detailed construction supervision or till completion of assigned work.
- 14 Financial Proposal is to be submitted together with Technical Proposal in a separate sealed envelope.
- 15 Includes all taxes applicable on the professional services at the date of submission of bid.
- 16.1 Proposal shall contain no interlineations or writing. Submission letters for both Technical and Financial Proposals should respectively in the format of Tech-1 of Section 3 and Fin-1 of Section 4. It is mandatory that the document is initialed by an authorized representative of the Consultants and all pages must be numbered. The authorization shall be in the form of a written power of attorney (authorization of board of directors in case of company) accompanying the proposal.
- 16.4 RFP document/ TORs along with evaluation criteria can be collected from the office of the undersigned on any working day during office working hours (Monday to Friday) from 23-11-2020 till 9-12-2020. Both technical and financial proposals must be submitted not later than 9-12-2020 at 03:00 pm and technical proposal will be opened on the same day at 03:30 pm. The Proposal Submittal Address is Room No.513, 5th Floor, Civic Centre, Gulshan-e-Iqbal, Block 14, Karachi. Consultant must submit the original and 01 copy of the Technical Proposal, and the original of the Financial Proposal in a sealed envelope.
- 18 The method of selection is Quality and Cost Based Selection (QCBS) Quality (80%) + Cost (20%). The Edition of the Guidelines is SPP Rules 2012 (For Consultancy) and SPP Rules 2010 amended from time to time.

19. The financial proposal of only technically qualified bidders will be opened in the presence of qualified bidders, authorized representative present and committee members, the date and venue will be intimated at later stage.
- 24 Expected date for commencement of professional services is December 2020.
- 25 All documents prepared cannot be used for any other project or reference without prior consent from the other party.

Eligibility Criteria

The applicants fulfilling the Mandatory requirements shall only be considered for further evaluation.

A. MANDATORY REQUIREMENT

- (I) Valid Registration with Pakistan Council of Architecture and Town Planning (PCATP).
- (II) Valid Registration with Pakistan Engineering Council (PEC). The firm must possess relevant codes and disciplines.
- (III) Valid legal entity of the firm e.g. Certificate of registration from SECP or registrar of firms in case of Private Ltd. or partnership firm. In-case of Sole Proprietorship an affidavit on company letter head that the company is registered as a sole proprietorship mentioning all detail of the owner/ firm)
- (IV) Valid registration with FBR (the bidder must be active tax payer) along with Income Tax Returns for last 03 years.
- (V) Valid registration with SRB along with Monthly Returns for last 03 months.
- (VI) Details of blacklisting, penalties, litigations/ arbitrations against the firm in last 5 years with any authority/ government department or any other institution. If the bidder is involved or was involved in past, the results or current status must be attached. In-case of no blacklisting, penalties, litigations/ arbitrations against the firm in last 5 years attach affidavit on judicial stamp paper of Rs. 100 stating that the company has never been found defaulted in form of blacklisting, penalties, litigation/ arbitration and the information provided are correct.

B. Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals:

(I) Experience of the Consultants (Total 20 Marks)

(Only Projects amounting Rs. 1,000 Million and above will be considered).

- a) Projects in hand/completed during last 5 years in which the scope of work was conducting feasibility studies and surveys, preparation of master plan, preliminary design/drawings, Rough Cost estimates, detailed architecture and engineering works design including civil works, mechanical works, electrical works and plumbing works, preparation/ evaluation of tender documents and construction management with detailed supervision of work. **(Max 8 Marks, 2 Marks for each project)**
- b) Multistory Residential/ commercial buildings or Housing Scheme Project in hand/completed during last 5 years in which the scope of work was surveys, preparation of master plan, preliminary design/drawings, Rough Cost estimates, detailed architecture and engineering works design including civil works, mechanical works, electrical works and plumbing works, preparation/ evaluation of tender documents and construction management with detailed supervision of work. **(Max 8 Marks, 2 Marks for each project)**

Section 2. Information to Consultants - Data Sheet

c) IEE/ EIA of the projects approved from EPA in hand/completed during last 5 years with similar nature projects **(Max 4 Marks, 1 Marks for each project)**

(II) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: (Total - 35 Marks)

- | | |
|---|-------------|
| a) Technical Approach & Methodology | [15 points] |
| b) Work plan, schedule, Organization and staffing | [05 points] |
| c) Concept design proposal | [15 points] |

(III) Key professional staff qualifications & competence for the assignment: (Total – 30 Marks)

(All proposed staff must be permanent of the firm, attach tax deduction certificate or any other verifiable evidence like bank transaction, etc.)

Qualification	Marks
A) Team Leader [Max. 8 Marks]	
1) Master in Engineering / Construction Management or Equivalent after B.E./ B.S. in Civil, with at least 10 years of experience after Masters degree and must be registered in Pakistan Engineering Council	5
Or	Or
B.E./ B.S. in Civil with at least 25 years' experience''+ and must be registered in Pakistan Engineering Council	2.5
2) had done minimum 6 projects of similar nature.	3
Qualification	Marks
B) Lead Architect [Max. 06 Marks]	
1) Bachelors in Architecture having Masters degree, with at least 15 years of experience after Masters degree and must be registered in Pakistan Council of Architects and Town Planner as an Architect	2
Or	or
Bachelors in Architecture with at least 25 years of experience and must be registered in Pakistan Council of Architects and Town Planner as an Architect	1
2) had done minimum 4 projects of similar nature.	2
3) Licensed Architect of Sindh Building Control Authority	2

Section 2. Information to Consultants - Data Sheet

Qualification	Marks
C) Lead Planner [Max. 06 Marks] 1) Master's in urban planning or equivalent after Bachelors in Architecture/ Urban Planning or equivalent, with at least 15 years of experience after Masters degree and must be registered in Pakistan Council of Architects and Town Planner as a Planner Or Bachelors in Urban Planning or equivalent with at least 25 years of experience and must be registered in Pakistan Council of Architects and Town Planner as a Planner 2) had done minimum 4 projects of similar nature. 3) Licensed Town Planner of Sindh Building Control Authority	2 Or 1 2 2
Qualification	Marks
D) Lead Structure Design Engineer [Max. 06 Marks] 1) M.E/M.S. in Structure Design after B.E./ B.S. in Civil, having at least 10 years of experience after Masters degree and must be registered in Pakistan Engineering Council Or B.E./ B.S. in Civil Engineering with at least 25 years experience and must be registered in Pakistan Engineering Council 2) had done minimum 4 projects of similar nature. 3) Licensed Structure Design Engineer of Sindh Building Control Authority	2 or 1 2 2

Section 2. Information to Consultants - Data Sheet

Qualification	Marks
E) Resident Engineer [Max. 04 Marks]	
1) Master in Civil Engineering or Equivalent after B.E./ B.S. in Civil, with at least 15 years of experience after Masters degree and must be registered in Pakistan Engineering Council	2
Or	or
B.E./ B.S. in Civil with at least 25 years experience and must be registered in Pakistan Engineering Council	1
2) had done minimum 4 projects of similar nature.	2

Financial Capability (Total – 15 Marks)

A) Average Annual Turnover of firms for last 03 years. (Max. 6 Marks)

(Attach Income Tax Return for last 3 years)

Between 50 - 75 Million PKR [2 Marks]

Between 76 - 100 Million PKR [4 Marks]

If More than 100 Million PKR [6 Marks]

B) Average Current ratio. (Max. 9 Marks)

(Current Assets/ Current Liabilities – Attach Audit report of firm prepared by the authorized Chartered Accountant)

If Current Ratio less than 0.50 [1.5 Marks]

If Current Ratio greater than 0.50 and equal to 1.00 [3 Marks]

If Current Ratio greater than 1.00 and equal to 1.50 [4.5 Marks]

If Current Ratio greater than 1.50 and equal to 2.00 [5 Marks]

If Current Ratio greater than 2.00 and equal to 2.50 [6.5 Marks]

If Current Ratio Greater than 2.50 [9 Marks]

- Total points for parts (i+ii+iii+iv) is 100points.
- The minimum technical score St required to pass is 75 Marks and it is mandatory to attain minimum 50% marks in each section.
- All related correspondence for the proposal shall be exchanged by the Consultants and the Procuring Agency in English language and it is also desirable that the firm's proposed personnel shall have knowledge of the national and regional languages of Islamic Republic of Pakistan.
- The bids and all payments in this project will be in Pak Rupees and all expenses must be incorporated in the Financial Bid. No bid will be accepted in any other form of currency
- Training is not applicable/ needed for this project.
- Negotiation is not allowed as per Sindh PPRA in QCBS Method adopted in this RFP.
- Undertaking/ Consent by interested Consultant must be attached on company letter head to sign Integrity Pact for this procurement.

Section 2. Information to Consultants - Data Sheet

- All Proposals must be accompanied with bid security 1% of bid amount in shape of pay order/ demand drafts/ Bank guarantee in favor of Karachi Development Authority.
- Successful consultant is required to submit performance security in form of pay order or bank guarantee i.e. 1% of bid amount.

Section 3. Technical Proposal - Standard Forms

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

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

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FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

² [Delete in case no association is foreseen.]

For FTP Only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

For FTP Only

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

(For small or very simple assignments the PA should omit the following text in Italic)

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

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

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

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

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

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

- 1. Proposed Position** *[only one candidate shall be nominated for each position]:* _____
- 2. Name of Firm** *[Insert name of firm proposing the staff]:* _____

- 3. Name of Staff** *[Insert full name]:* _____
- 4. Date of Birth:** _____ **Nationality:** _____
- 5. Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

- 6. Membership of Professional Associations:** _____

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

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

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

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

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

Employer: _____

Positions held: _____

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

13. Certification:

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

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE¹

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

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

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

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



Full time input



Part time input

Section 3. Technical Proposal - Standard Forms

FORM TECH-8. WORK SCHEDULE

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

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

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

FINANCIAL BID FORMS

FINANCIAL BID FORMS
FIN I
FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of PA*]

Dear Sirs:

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

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

“No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

FINANCIAL BID FORMS
FIN II
BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Name of Project:

Bidder Name:

S. No	Position	Basic Salary Per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total (1+2+3)	Fee (%age of 4)	Rate per Month for project office	Field Allow (%age of 1)	Rate Per Month for Design Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
DESIGN PHASE									
	Key Staff								
	Team Leader								
	Lead Architect								
	Lead Planner								
	Lead Structure Design Engineer								
	Junior Architect								
	Junior Structure Design Engineer								
	Lead Electrical Engineer								
	Junior Electrical Engineer								
	Public Health/ Utility Design Engineer								

FINANCIAL BID FORMS
FIN II (Continued)
BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

S. No	Position	Basic Salary Per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total (1+2+3)	Fee (%age of 4)	Rate per Month for project office	Field Allow (%age of 1)	Rate Per Month for Field Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	Marketing Expert/ Consultant								
	Environmental Engineer								
	Contracts Manger								
	Contracts Engineer								
	As per Bidder Any other staff needed for the project								
	Other Allied Staff								
	Quantity Surveyors (2 No)								
	Interior Designer								
	Surveyors (2 No)								
	Drafts Men								
	As per Bidder Any other staff needed for the project								

FINANCIAL BID FORMS
FIN II (Continued)
BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

S. No	Position	Basic Salary Per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total (1+2+3)	Fee (%age of 4)	Rate per Month for project office	Field Allow (%age of 1)	Rate Per Month for Field Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
CONSTRUCTION SUPERVISION PHASE									
	Resident Engineer								
	Assistant Resident Engineer								
	Site Engineer (Civil)								
	Site Engineer (Electrical)								
	Site Engineer (Mechanical)								
	Site Inspector (Civil) (2 No)								
	Site Inspector (Electrical)								
	Site Inspector (Mechanical)								
	Quantity Surveyors (2 No)								
	As per Bidder Any other staff needed for the project								

Notes:

Item No. 1 - Basic salary shall include actual gross salary before deduction of taxes. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.

Item No. 2 - Social charges shall include Employer's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see FIN 3).

Item No. 3 - Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see FIN 4).

Item No. 5 - Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.

Item No. 7 - Normally payable only in case of field work under hard and arduous conditions.

Signature: _____
Full Name: _____
Title: _____

FINANCIAL BID FORMS
FIN III

Name of Project:

Bidder Name:

BREAKDOWN OF SOCIAL CHARGES		
S. No	Detailed Description	As a % age Of Basic Salary
Client Contribution on Social Security, Paid Vacation, Sick leaves, Other standard benefits, etc		
DESIGN PHASE		
	Key Staff	
	Team Leader	
	Lead Architect	
	Lead Planner	
	Lead Structure Design Engineer	
	Junior Architect	
	Junior Structure Design Engineer	
	Lead Electrical Engineer	
	Junior Electrical Engineer	
	Public Health/ Utility Design Engineer	
	Marketing Expert/ Consultant	
	Environmental Engineer	
	Contracts Manger	
	Contracts Engineer	
	As per Bidder Any other staff needed for the project	
	Other Allied Staff	
	Quantity Surveyors (2 No)	
	Interior Designer	
	Surveyors (2 No)	
	Drafts Men	
	As per Bidder Any other staff needed for the project	

FINANCIAL BID FORMS

FIN III (Continued)

BREAKDOWN OF SOCIAL CHARGES		
	Detailed Description	As a % age Of Basic Salary
Client Contribution on Social Security, Paid Vacation, Sick leaves, Other standard benefits, etc		
CONSTRUCTION SUPERVISION PHASE		
	Key Staff	
	Resident Engineer	
	Assistant Resident Engineer	
	Site Engineer (Civil)	
	Site Engineer (Electrical)	
	Site Engineer (Mechanical)	
	Site Inspector (Civil) (2 No)	
	Site Inspector (Electrical)	
	Site Inspector (Mechanical)	
	Quantity Surveyors (2 No)	
	As per Bidder Any other staff needed for the project	

FINANCIAL BID FORMS
FIN IV

Name of Project:

Bidder Name:

BREAKDOWN OF OVERHEAD COSTS		
S. No	Detailed Description	As a % age Of Basic Salary
Client Contribution on Social Security, Paid Vacation, Sick leaves, Other standard benefits, etc		
DESIGN PHASE		
	Key Staff	
	Team Leader	
	Lead Architect	
	Lead Planner	
	Lead Structure Design Engineer	
	Junior Architect	
	Junior Structure Design Engineer	
	Lead Electrical Engineer	
	Junior Electrical Engineer	
	Public Health/ Utility Design Engineer	
	Marketing Expert/ Consultant	
	Environmental Engineer	
	Contracts Manger	
	Contracts Engineer	
	As per Bidder Any other staff needed for the project	
	Other Allied Staff	
	Quantity Surveyors (2 No)	
	Interior Designer	
	Surveyors (2 No)	
	Drafts Men	
	As per Bidder Any other staff needed for the project	

FINANCIAL BID FORMS

FIN IV (Continued)

BREAKDOWN OF OVERHEAD COSTS		
	Detailed Description	As a % age Of Basic Salary
Client Contribution on Social Security, Paid Vacation, Sick leaves, Other standard benefits, etc		
CONSTRUCTION SUPERVISION PHASE		
	Key Staff	
	Resident Engineer	
	Assistant Resident Engineer	
	Site Engineer (Civil)	
	Site Engineer (Electrical)	
	Site Engineer (Mechanical)	
	Site Inspector (Civil) (2 No)	
	Site Inspector (Electrical)	
	Site Inspector (Mechanical)	
	Quantity Surveyors (2 No)	
	As per Bidder Any other staff needed for the project	

FINANCIAL BID FORMS
FIN V

Name of Project:				
Bidder Name:				
ESTIMATE LOCAL CURRENCY SALARY COSTS/REMUNERATION				
S.No.	Name & Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
DESIGN PHASE				
Key Staff				
	Team Leader	6		
	Lead Architect	6		
	Lead Planner	6		
	Lead Structure Design Engineer	6		
	Junior Architect	6		
	Junior Structure Design Engineer	6		
	Lead Electrical Engineer	6		
	Junior Electrical Engineer	6		
	Public Health/ Utility Design Engineer	6		
	Marketing Expert/ Consultant	6		
	Environmental Engineer	6		
	Contracts Manger	6		
	Contracts Engineer	6		
	As per Bidder Any other staff needed for the project	6		

FINANCIAL BID FORMS

FIN V (Continued)

Other Allied Staff				
	Quantity Surveyors (2 No)	6		
	Interior Designer	6		
	Surveyors (2 No)	6		
	Drafts Men	6		
	As per Bidder Any other staff needed for the project	6		
CONSTRUCTION SUPERVISION PHASE				
Key Staff				
	Resident Engineer	60		
	Assistant Resident Engineer	60		
	Site Engineer (Civil)	48		
	Site Engineer (Electrical)	48		
	Site Engineer (Mechanical)	48		
	Site Inspector (Civil) (2 No)	60		
	Site Inspector (Electrical)	60		
	Site Inspector (Mechanical)	60		
	Quantity Surveyors (Civil)	60		
	As per Bidder Any other staff needed for the project	60		-

FINANCIAL BID FORMS
FIN VI

DIRECT (NON-SALARY) COSTS					
S. No	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1	Rent for Office Accommodation				
2	Office Utilities Costs				
3	Cost/Rental of Furniture/Furnishing				
4	Cost of Office/Other Equipment i) Computers and accessories ii) Photo copy machines iii) Communication equipment iv) Drafting/Engineering equipment v) Surveying instruments vi) Cost of Laboratory equipment vii) Transport Vehicles/Rentals viii) _____				
5	Cost of non-technical support staff not covered under remuneration charges				
6	Travelling Costs				
7	Communication expenses				
8	Cost of Survey/Investigations				
9	Cost for Model Studies				
10	Cost for O&M of Labs/Testing of Material				
11	Legal/Accounting/Software/Special; Consultants and other similar Costs				
12	Drafting/Reproduction of Reports				
13	Professional liability cost				
14	Office/Drafting Supplies				
15	Similar other costs not covered under other Heads				
TOTAL					

FINANCIAL BID FORMS
FIN VII

SUMMARY OF COST OF CONSULTANCY FEE		
S. No	Description	Amount (Rs.)
1	Salary Cost/Remuneration (FIN V)	
2	Direct (Non-salary) Cost (FIN VI)	
3	Contingencies	
4	Grand Total	

FINANCIAL BID FORMS
FIN VIII
CONSULTANCY FEE

Sr.No.	Description	Quoted Rate		
		Percentage	In figures	In words
1	Design Fee			
2	Detailed Construction Supervision Fee			
TOTAL CONSULTANCY FEES				

Note:

- For Evaluation of Bid Rs. 1500 Million PKR will be considered, however, actual payment will be made on the actual project cost.
- All Financial bid forms i.e. FIN II, III, IV, V, VI, VII and VIII must be submitted with the bid so that financial bid in percentage can be evaluated with the summary of cost of consultancy Fee (FIN VII)
- Quoted Rate should be inclusive of all applicable taxes.

SECTION 5 - TERMS OF REFERENCE AND SCOPE OF WORK:

TERMS OF REFERENCE OF THE PROJECT

Karachi Development Authority through Public Housing Scheme intends to hire services from reputed Consulting Firms / JVs/ Consortiums/ Associations for Master Planning, Designing Marketing Plan & Strategies, procurement of works, including Distribution Roads, Drainage, Sewerage System, Water Supply system, Sui Gas, Communication Network, Parks/Green Areas, STP (if required), Construction Management & Supervision of housing units for low & medium income groups and detail supervision of infrastructure development works at Surjani Town Karachi under Public Housing Scheme at Surjani Township. (Site Plan Attached).

OBJECTIVES OF THE ASSIGNMENT

- Commercial viability
 - Market Analysis
 - Customer demand
 - Price Customer is willing to pay
 - Creating the vision and guiding strategic objectives for KDA
 - Creating an inclusive and sustainable strategic development plan that ensures the socioeconomic uplift of the Region .
 - Recommending regulatory interventions and ways and means to develop the project and ensure near-term economic growth.
 - Clearly identifying KDA competitive advantages vis a vis region and developing a business case for the project, its contribution to market creation, and revenue generation
- Catering for climate change adaptability, sustainability, infrastructure, energy production, security of life & property, disaster risk reduction and mitigation

SCOPE OF SERVICES

The Consultant shall provide Professional and technical Personnel and also all the equipment necessary for the proper execution of the Services as requested in the Scope of Services outlined below. The Consultant's Team shall liaise and coordinate with all concerned Authorities and shall be familiar with all local government laws, regulations and bye-laws.

The Scope of Services to be performed and successfully completed by the Consultant to the full satisfaction of the Employer and in accordance with the Contract shall include but not limited to the phases and stages as described herein:

Phase I

Stage 1: Data Collection, Survey, Analysis, and Project Brief Feasibility, Marketing Plan and Strategies with different options, Preliminary Design for Apartments and infrastructure development works and complete Project Animation.

Stage 2: Detailed Design /Working Drawings

Stage 3: Final design and tender documents

Stage 4: Services during tendering stage, award of contract, etc.

Phase II

Stage 1: Detailed Construction Supervision

SCOPE OF WORK:

- 1) The scope of services for design, and construction supervision of works for the project as described in the Terms of Reference comprise the following activities to be undertaken in an integrated manner but not limited to the following:
 - a) Detailed Topographical Surveys and reports
 - b) Geo-technical Investigation and Reports
 - c) Determination of User's Requirements and Design Criteria as per the rules and bye laws of Sindh Building Control Authority.
 - d) Inception Report for the Project.
 - e) Master Plan of the Project integrating various elements with their connectivity proposal including roads, Sewerage, Drainage, STP, Electrification, Water Supply System, Sui Gas, Parking, hard and soft landscaping, communication networks etc.
 - f) Preliminary Design and Drawings of the building components
 - g) Project 3d Views and Animation
 - h) Proposed detailed different options of Marketing Plan and Strategies.
 - i) Approval of all drawings, specifications and other design documents from all relevant authorities having jurisdiction within the prescribed project schedule. However, PA shall coordinate with the concerned departments for the same and all Government Challans/ fees will be paid directly by the client.
 - j) Procurement of all NOCs / Permits from all Authorities having Jurisdiction. However, PA shall coordinate with the concerned departments for the same and all Government Challans/ fees will be paid directly by the client.
 - k) Marketing plan and strategies with different options for the project.
 - l) Detailed Architecture Design and Drawings of the approved design.
 - m) Detailed Structure Design and Drawings of the approved design.
 - n) Detailed MEP Design and Drawings of the approved design.
 - o) Design of culverts and other structures wherever required
 - p) Landscaping/Horticulture
 - q) Roads and Infrastructure.
 - r) Electrical, Communication networks, CCTV Services, etc. for Internal and external design works.
 - s) Probability for use of Solar System in the Project.
 - t) Signage and way finding.
 - u) Water Plumbing/Supply System.
 - v) Sanitary and Waste Water System.

- w) Internal Water and Sewerage System.
 - x) Surface/Rain water on the internal paved area shall be disposed off in the external Drainage/SWD System.
 - y) Others as may be necessary as a result of the design and to complete the Consultant's scope under this request for proposal.
 - z) Preparation of Comprehensive BOQs based on SPWD Schedule G.O.S./Offer rates.
 - aa) Bids Evaluation (Post qualification will be adopted).
 - bb) Detailed Construction Supervision for the duration of 5 years.
 - cc) Services during Defect Liability Period after submission of Punch list (6Month).
- 2) The Services to be performed by the Consultant as per Employer's requirements and objectives, coordination with the Employer's procurement strategy, assist the Employer's Project & Marketing team appointed for the Project sales, procurement of the construction contract, construction documentation and construction supervision and services during the defects liability period.
 - 3) The Consultant must comply with all requirements stated within this Request for Proposal; any exclusion should be highlighted with its impact on the proposed fees, failure to comply may result disqualifying the submitted proposal.
 - 4) The Consultant shall serve as an integral part of the Employer's team. The scope of works concentrates on deliverables. However, the Consultant should provide a complete proactive consultancy services, attending bi-monthly meetings give comments and advice to other team members when required.
 - 5) The compilation and submission of IEE/EIA study report to the relevant authority as needed shall be the responsibility of the Consultant. The Consultant will also ensure the compliance of all related regulations during design and supervision phases, including all necessary approvals from EIA.
 - 6) Procedures employed by the Consultant shall provide for a proactive approach and shall be supported by efficient control systems.
 - 7) The Consultant shall complete the whole of the Services and each part of the services at the times and within the periods stated in the Contract.
 - 8) The Consultant shall, in performing the Services, take due account of the Employer's primary objectives in relation to the project as described above, and the budget.
 - 9) The Consultant shall cooperate, coordinate and liaise with other Consultants appointed by the Employer (if any), to provide professional services in relation to the Project.
 - 10) The Consultant shall submit reports to the Employer on its progress in the performance of the Services at such intervals and in such form and numbers and with such detail as the Employer may require.
 - 11) The Consultant shall, in performing the services, use its best endeavors to identify those technical and economic solutions that are most suited to the requirements of the Project and the Project construction budget.
 - 12) The Consultant shall carry out, manage, coordinate and facilitate Risk Management throughout the different design and supervision phases.
 - 13) The Consultant shall carry out all surveys and site investigations of the Project site as follows:

- a) Carry out site surveys of existing facilities and underground services as appropriate. Project site survey shall include verification of underground services where appropriate. Consultant shall also carry out survey of existing adjacent facilities and structure appropriate to the services.
 - b) Identify preliminary locations for both temporary and permanent works.
 - c) Carry out a detailed topographical survey and underground services survey to determine and record the exact layout, physical features, location of existing roads, services (above and belowground) and all other pertinent information and conditions relevant to the Project site.
 - d) Carry out a geotechnical investigations, by a specialized Geo-technical company registered with Sindh Building Control Authority and that is approved by the Employer and payments will be reimbursed as per actual billing. The investigations shall provide detailed information on the nature of the sub-strata, superficial deposits, ground water and recommendations on the foundation design required for the project. Site investigations shall be carried out in accordance with the ASTM or any other equivalent standard.
- 14) The Consultant shall prepare site plans and Presentation that shall show new and existing contours, controlling grades, adjacent drainage, existing or proposed roads, utilities, parking, pedestrian and vehicular circulation, landscaped spaces, special features such as retaining walls, terracing or other elements unique to the project.
- 15) The Consultant shall ascertain and coordinate the requirements of all relevant authorities and departments in relation to the project and, subject to the approval of the Employer, shall incorporate all such requirements into the design of the Project. The Consultant shall also attend meetings as necessary with the relevant authorities and departments in relation to the project.
- 16) The Consultant shall obtain all relevant information and data necessary to perform its obligations under this Request for Proposal.
- 17) The Consultant must submit a statement confirming that the Consultant has:
- a) Visually inspected the proposed locations of all adjacent buildings and major facilities (if any), and Visited the site.
- 18) If requested, the Consultant shall provide advice and assistance to the Employer in the identification and consideration of alternative procurement routes and in establishing the most appropriate route for the Project in line with the relevant rules/ laws.
- 19) The Consultant's key design professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Employer's request for meetings at its expense, which shall include but not be limited to the following meetings:
- a) Design Review Meetings
 - b) Progress Meetings.
 - c) Risk Management
 - d) Any other meetings held in relation to the project.
- 20) The Consultant shall provide all his services in accordance with local and internationally recognized codes, standards and recommended best practices (Pakistan Building Code, BS, NFA, ASTM, AIA, AASHTO, etc.). All specified equipment, sand, materials shall comply with recognized codes and standards. The Consultant shall advice the Employer in writing of

all codes, standard and recommended best practices that he intends adopting throughout the design for the written acceptance and written approval of the Employer.

- 21) Emphasis shall be placed on energy conservation measures and techniques.
- 22) To the extent possible, the Consultant will maximize the use of local products and materials in the design, in the meantime ensuring that state-of-the-art concepts and technologies are applied to the design.
- 23) Copyright and ownership of all Designs, Deliverables and Documents prepared by the Consultant are the sole property of the Employer.
- 24) In conjunction with the Employer, the Consultant shall undertake constructability analysis of the design. Constructability is the process of review, analysis and application of ideas and methods that will result in a final product that can be built most cost effectively and in the shortest period of time without sacrificing quality, taking into consideration, such items as schedule, materials, required construction equipment, available manpower, work methods and required quality control measures, etc.
- 25) The design and construction documents should be developed with consideration for constructability to make sure that there are no ambiguities, inconsistencies or other problems, which could lead to, otherwise, preventable difficulties during construction.
- 26) The Consultant shall fully liaise with all relevant service authorities and provide them with a description of the works and all required sets of layout drawings to enable the service authorities to mark on their existing and proposed services in order to resolve any effect to or by the project.
- 27) The Consultant shall satisfy the requirements of the Services Authorities including requirements of EIA study on the design of the Project. Subject to the approval of the Employer, the Consultant shall incorporate all such requirements in the design of the Project at any stage of design or construction phase without additional cost.
- 28) The Consultant shall utilize Computer Aided Drafting and Design (CAD) for all design and engineering services. The Consultant will prepare and provide the design development / working drawings and construction documents in Computer Aided Drafting (CAD) for all disciplines.
- 29) The Consultant's detailed design and working drawings of the MEP services shall be complete and fully coordinated with designs of infrastructure works and shall include the layout, sizing, selection and specifications in connection with all plant, equipment, components, materials and systems.
- 30) The Consultant's deliverables shall be produced and submitted in accordance with an approved Programme of work and in accordance with the time schedules identified in the Contract.
- 31) The Consultant's deliverables shall be produced at appropriate scales. These shall be produced for all systems and services and shall be fully coordinated.
- 32) Supplementary coordinated details and sections shall be produced in order to demonstrate that sufficient space exists for all services and its proper maintainability.
- 33) Use of contractor provided specialist suppliers, vendors or subcontractors to assist or perform design tasks and prepare specifications on behalf of the Consultant shall not be accepted other than with the specific written approval of the Employer.

- 34) The Consultant shall ensure, demonstrate and substantiate that materials, products and equipment specified for use on the project can be competitively procured with the consent of Competent Authority from at least three different independent sources.
- 35) All payments to the consultant will be made in local currency PKR and payments will be made after arrangement of revolving funds for the project through booking/ sale of apartments of the project. All trips during all the phases, by senior professionals from the Consultant's Head Office, shall be allowed for and included in the Consultant's Fee. Payment for Marketing of the project including expert/consultant, Electronic and digital Media, etc. will be coordinated and executed by the consultant and all payments will be reimbursed as per actual billing and as per the direction/approval of the Client/C.A.
- 36) The Consultant is to ensure that the Project is designed and constructed with consideration of economy and safety. In doing so, the Consultant must monitor the estimated construction cost throughout all stages of design. The Consultant shall submit detailed cost estimate reports at the end of each stage.
- 37) The Services to be provided by the Consultant shall include the following:
 - a) All printing and reproduction costs (minimum of two hard copies and two soft copies per document / deliverable).
 - b) Courier as well as local communication with the Employer and other parties associated with the Project.
 - c) Any redesign and/or design revisions (minor changes) deemed necessary as a result of the meetings/discussions/reviews.
 - d) The Consultant is responsible to engage all specialists required for the full completion of the Design and Tender Documents. The specialty services shall be presented at each stage of the work programmed.
- 38) Promotional rights for publication of the Projects are the sole property of the Employer, and any use by the Consultant of such shall be subject, in all instances, to the Employer's prior written approval.
- 39) The Consultant shall, where appropriate, assist other Consultants as and when required.
- 40) The duties of the Consultant shall include, inter alia, those prescribed herein and those which may reasonably be inferred from a professional Consultant to ensure the Project completion within the Employer's time through effective management and control procedures. The Consultant shall ensure that the Employer receives real "value" for the Project.
- 41) The Consultant shall provide overall design project management to coordinate all designs, disciplines and specialties and other requirements defined in the contract. The Consultant shall also coordinate its design with other Consultants (if any) appointed directly by the Employer or any other entity or advisor as well as statutory authorities.
- 42) The design shall take into consideration environmental requirements and constraints that may be raised at different stages of the project whenever applicable.
- 43) The Consultant shall, in preparing tender documents, contract documents and documentation required for the construction of the Project, take due care and attention to ensure that these are complete in all respects and there are no errors or omissions in relation thereto which may necessitate the issue of variation orders and / or entitle the contractor(s) to additional payments and / or time under the construction contract. Tender Evaluation, Assistance in Negotiations and Award of work as per PPRA SINDH rules 2010 amended from time to time.

- 44) All Cost Estimate activities shall be carried out by the Consultant as per Sindh Schedule of Rates and only those items with the approval of client will be allowed in non-schedule that are not available in Schedule.
- 45) The Consultant shall submit as requested by the Employer a report detailing the Value Engineering exercises, clearly outlining the design changes that have been made and identifying any risk to the Employer associated with such Value Engineering. The focus of the Risk identification shall be limited to a qualitative analysis.
- 46) In-case of delay of project following considerations will be made for payments to consultant:
- a) No additional payment to the consultant will be made for the duration of delay due to the default of consultant.
 - b) In-case of delay of work by the contractors, additional payments on agreed man-months required will be made to the consultant after deduction from contractor's payments/ running/ final bills.
 - c) In-case of delay of work due to any other unforeseen reason other than as mentioned in 47a and 47b, additional payments on agreed man-months required will be made to the consultant by the client.
- 47) In-case the project is abandoned/ stopped/ discontinued and no progress is made for a period of more than 6 months than consultant will be liable to be compensated as per the work done till that stage.
- 48) The consultant will attract renowned construction material brands for construction of site office and model flats. In return the brands will be given space in marketing material, bank forms, etc. with the approval of client.

REPORTING REQUIREMENTS AND DELIVERABLES

The Consultant shall be fully responsible for confidentiality, correctness and accuracy of the reports, documents, drawings, specifications and other deliverables prepared as part of the Services. All reports to be submitted in hard and soft format.

Phase I: Design Phase

Stage 1:

- a) Data Collection, Survey, Analysis, and Project Brief Feasibility, Marketing Plan and Strategies options, Preliminary Design for Apartments and infrastructure development works including complete Project Animation. (Three sets - All reports on A3 & A4 Size and all drawings as per the required size and scale of SBCEA)
- b) Detailed different options for Marketing Plan and Strategies. (Subjected to the Approval of C.A)

Stage 2:

Detailed Design / Working Drawings (Three sets - All reports on A3 & A4 Size and all drawings as per the required size and scale of SBCEA)

Stage 3:

Final Design and Tender Documents (Three sets - All reports on A3 & A4 Size and all drawings as per the required size and scale of SBCA)

Stage 4:

Services during tendering stage, Award of Contract, etc. (Three sets - All reports on A3 or A4 Size)

Phase II: Post Contract and Supervision Services

The Post Contract phase of the project is subdivided into two distinct periods:

Stage 1: Detailed Construction Supervision Period

Monthly Progress Reports including updated and forecasted schedule of activities, pictures, test reports, details of staffing of consultant and all contractors, verified monthly interim payment certificate of contractors bill, Variation Orders (if any), etc. (Three sets - All reports on A3 or A4 Size)

Stage 2: Defects Liability Period

- 1) Perform periodic maintenance inspection visits during the defects liability period; visits will be conducted by the different disciplines engineers.
- 2) To assess defects and/or construction damage(s) (punch list) and warranty status on systems.
- 3) Prepare and submit visit reports with progress on attendance of Punch List.
- 4) Check and recommend the final payment certificate at the completion of project for Employer's approval.
- 5) Recommend the Retention Money after expiry of DLP for Employer's approval.

Required Human Resource Qualification and Experience for the Project

Sr. No.	EXPERT POSITION	QUALIFICATION & EXPERIENCE
1	Team Leader	Masters in Construction & Project Management or equivalent + BE-Civil Engineering, registered with PEC's, having 15 years of experience of managing construction projects of diversified nature after Masters degree or BE-Civil Engineering, registered with PEC's, having 25 years of experience of managing construction projects of diversified nature, ability to lead the team, hand on knowledge of contract management, conflict management claim Management, Quality Management and Work Scheduling at MS
2	Lead Architect	Bachelors in Architecture with Masters degree registered with PCATP and Sindh Building Control Authority, having 15 years of experience in Preliminary Architectural design and drawings including 2D & 3D Models after Masters degree or Bachelors in Architecture registered with PCATP and Sindh Building Control Authority, having 25 years of experience in Preliminary Architectural design and drawings including 2D & 3D Models
3	Lead Planner	Masters in urban planning or equivalent after Bachelors in architecture/ urban planning or Equivalent, registered with PCATP and Sindh Building Control Authority as a Planner, having 15 years of experience after Masters degree or Bachelors in urban planning or Equivalent, registered with PCATP and Sindh Building Control Authority as a Planner, having 25 years of experience site developments including internal roads, landscaping, etc.
4	Lead Structure Design Engineer	Masters in Structure Engineering + BE Civil registered with PEC and Sindh Building Control Authority having 10 years of experience after Masters degree or BE Civil registered with PEC and Sindh Building Control Authority having 25 years of experience in designing building, checking steel at site as per drawings, checking steel quality, etc.
5	Junior Architect	Bachelors in Architecture registered with PCATP having 3 years of similar nature projects experience
6	Interior Designer	Bachelors in Architecture registered with PCATP having 10 years of similar nature projects experience
7	Junior Structure Design Engineer	B.E. Civil registered with PEC having 3 years of similar nature projects experience
8	Lead Electrical Engineer	B.E Electrical having registration with PEC and 20 years of relevant experience, Preliminary design for internal and external electrification works design of all the communication works including networking, telephone connections, security systems, conference systems, Building Management System, etc.
9	Junior Electrical Engineer	B.E Electrical registration with PEC having 3 years of similar nature projects experience.

Required Human Resource Qualification and Experience for the Project (Contd..)

10	Public Health/ Utility Design Engineer	B.E Civil + Masters in relevant field having registration with PEC and 15 years of relevant experience after Masters degree or B.E Civil in relevant field having registration with PEC with 25 years of relevant experience.
11	Marketing Expert/ Consultant	Minimum 15 years of experience in similar nature projects after MBA in Marketing or equivalent.
12	Environmental Engineer	B.E/ B.S. in Civil/ Environment with Masters in Environmental Engineering field having at least 10 years of experience after Masters Degree, must be registered in Pakistan Engineering Council (PEC)
13	Contracts Manger	Bachelors in Civil Engineering + Master in Civil Engineering registered with PEC, having 10 years of experience after master's degree with managing similar nature projects or Bachelors in Civil Engineering + Master in Civil Engineering registered with PEC, having 25 years of experience for managing similar nature.
14	Contracts Engineer	Bachelors in Civil Engineering registered with PEC having 3 years of experience of managing similar nature projects.
15	Quantity Surveyors/ Surveyors (4 Nos)	DAE (Civil/Electrical) technology with 10 years of relevant experience for preparation of Measurements, Bill of Quantities, etc..
16	Resident Engineer	Bachelors in Civil Engineering + Master in Civil Engineering registered with PEC, having 15 years of experience of managing construction projects or Bachelors in Civil Engineering registered with PEC, having 25 years of experience of managing construction projects..
17	Assistant Resident Engineer	Bachelors in Civil Technology having 15 years of experience of managing construction projects.
18	Planning Engineer	Bachelors in Civil Engineering + Master in Civil Engineering registered with PEC, having 5 years of experience after master's degree and for managing similar nature projects.
19	Material Engineer	Bachelors in Civil Engineering registered with PEC having 5 years of relevant experience or M.Sc. Geology or equivalent with 10 years of relevant experience.
20	Site Engineer (Civil/ Electrical/Mechanical) (3 No)	Bachelors in Civil/Electrical/ Mechanical Technology registered with PEC, having 10 years of experience of managing construction projects.

21	Site Inspector (Civil / Electrical)/Mechanical (2/1/1= 4No)	DAE (Civil/Electrical/ Mechanical) technology with 10 years of relevant experience of supervising the works.
22	Quantity Surveyors (2 No)	DAE (Civil/Electrical) technology with 10 years of relevant experience for verifying running bills of the contractor.
23	Others (CAD Draftsmen, 3d Developer, Animator, etc.)	Any other position proposed by Consultant to cover the scope of services. Details of Support/ allied staff required for the project may be provided on the separate sheet.

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

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

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

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

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

1.4 Notices

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

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

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

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

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

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

Integrity Pact

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

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.6 Termination

- 2.6.1 By the PA The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).
- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
 - (b) If the Consultant becomes insolvent or bankrupt.
 - (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
 - (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- 2.6.2 By the Consultant The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:
- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
 - (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
 - (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

- 2.6.3 Payment upon Termination
- Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

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

specified in the SC.

3.8 Accounting, Inspection and Auditing

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

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

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and

experience acceptable to the PA.

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

5. OBLIGATIONS OF THE PA

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

6. PAYMENTS TO THE CONSULTANT

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

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

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

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

III. Special Conditions of Contract

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

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

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

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

1.7 The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

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

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

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

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

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

2.2 The date for the commencement of Services is _____

2.3 The project time is 06 months for design and 05 years for detailed supervision subject to the Government Approvals and availability of funds.

3.4 The risks and the coverage shall be as follows:

- (a) Third Party liability insurance, with a minimum coverage of 1,000,000;
- (b) Professional liability insurance, with a minimum coverage of 10,000,000;
- (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

Note: Delete what is not applicable

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

{5.1} Not Applicable.

6.1 Bid security shall be 1% of bid amount in favor of PHS, Karachi Development Authority and performance security shall be 1% of contract amount in favor of Karachi Development Authority in form of pay order/ bank guarantee.

6.3 The amount in Pak Rupees or in foreign Currency – Not Applicable

- 6.5 All bids must be submitted in local currency i.e. PKR.
- 8.2 Disputes shall be settled by complaint redressal committee defined in SPPR 2010 or through arbitration Act of 1940 and in accordance with the guidelines defined by Pakistan Engineering Council.

PAYMENT SCHEDULE:

S.No.	Description	%age	Amount (PKR)
DESIGN PHASE			
1	Data Collection, Survey, Inception Report, Project Brief Feasibility, Marketing Plan & Strategy	10% of Design Fee	
2	Master planning & Preliminary Design	20% of Design Fee	
3	Projects 3d Views and Animation	10% of Design Fee	
4	Detailed Design & Drawings of Building Components.	25% of Design Fee	
5	Detail Design and Drawings of Allied Structures and Infrastructure design works	15% Of Design Fee	
6	Preparation of Tender Documents and Engineers Estimate	10% of Design Fee	
7	Evaluation of Technical and Financial Bids & Award of Work to the Contractor, Commencement letter etc.	10% of Design Fee	
DETAILED CONSTRUCTION SUPERVISION PHASE			
1	90% Payment will be done during Stage 1 of Phase 2 and will be paid in 60 equal monthly Installments.		
2	10% Payment will be done on Final Completion of Project and Handing/ Taking Over		

Special Condition of Contract

Appendix A

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

CONTRACT

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

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
- 2. Term**

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

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

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

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

Contract

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

$$R_t = R_{lo} \times \frac{I_t}{I_{lo}}$$

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

5. Project Administration

A. Coordinator

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

B. Timesheets

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

C. Records and Accounts

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

6. Performance Standard

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

7. Confidentiality

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

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA.