



GOVERNMENT OF SINDH



REQUEST FOR PROPOSAL SELECTION OF CONSULTING FIRMS

FOR

Consultancy Services for Detailed Engineering Design &
Construction Supervision of Garbage Transfer Stations and Misc. works of
Sindh Solid Waste Management Board

Quality & Cost Based Selection (QCBS) Method

Reference: SSWMB-NIT-8.1

Sindh Solid Waste Management Board

Bungalow No. 13, Al-Hamra Housing Society,
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SECTION - I

Letter of Invitation

LETTER OF INVITATION

1. The Sindh Solid Waste Management Board – SSWMB (hereinafter called “Procuring Agency”) invites proposals from the national, qualified and registered well-reputed firms/companies for Selection of Consulting Firms for providing “**Consultancy Services for Detailed Engineering Design & Construction Supervision of Garbage Transfer Stations and Misc. works of Sindh Solid Waste Management Board (SSWMB) – in Karachi**”.

More details on the services are provided in the Terms of Reference (ToRs).

2. Interested national firms with relevant expertise and having valid registration with legal entity (e.g. Pakistan Engineering Council), relevant tax authorities (e.g. Federal Board of Revenue, Sindh Revenue Board) are requested to send their proposals to the undersigned in two separate sealed envelopes clearly mentioned as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL”.

3. A firm will be selected under **Quality and Cost Based Selection Method** and procedures described in this RFP and in accordance with the Sindh Public Procurement Rules 2010 (amended 2013).

4. The RFP Document includes the following:-
Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 – Standard Forms of Contract

5. Please inform us in writing at the following address upon receipt; **Not applicable**
(a) *that you received the letter of invitation; and*
(b) *whether you will submit a proposal alone or in association*

6. Firms, who wish to participate, may contact at the following address:

Sindh Solid Waste Management Board,
Bungalow No. 13, Al-Hamra Housing Society,
Shaheed-e- Millat Road Karachi
Ph# +92 21 9933 3704 - 06 Facsimile: +92 21 9933 3707
URL www.sswmb.gos.pk Email: info@sswmb.gos.pk

7. All proposals must be accompanied with a Bid Security of an amount of Rs. 500,000/- (Pak Rupees Five Hundred Thousands only), in line with SPPRA requirements, in the shape of Pay Order or Bank Draft. This Bid Security shall be placed in the Technical Proposal Envelope. **Non-submission of the Bid Security in the Technical Proposal Envelope shall render the proposal Non-responsive and it shall not be evaluated.**

8. Proposals reaching the SSWMB office after the date and time for submission shall not be considered and will be summarily rejected. SSWMB shall not take any responsibility for proposals delayed in post, courier, transit or any other mode of submission.

9. The firm / JV Association (including all partners of the JV or Association) finally selected for the feasibility study, preliminary engineering design, etc. will not be allowed to participate in the Design-Build / PPP contract of the project.

Yours Sincerely,

Managing Director,
Sindh Solid Waste Management Board,
Government of Sindh, Karachi.

SECTION - II

Instructions to Consultants

Instructions to Consultants

1. Definitions

(a) "Procuring Agency (PA)" means any department or office of Government; or District Government; or any authority, corporation body or organization established by law or which is owned or controlled by Government;

(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, specifications, drawings and bill of quantities;

(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 Proposal;

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant (Not Applicable in this tender).

(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 Consultant;

(k) "Sub-Consultant" means any person or entity to which the Consultant subcontracts any part of the Services;

(l) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

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- 2. Introduction**
- 2.1** The Procuring Agency named in the **Data Sheet** will select a consulting firm/organization (the Consultant) in accordance with the method of selection, **Quality and Cost Based Selection (QCBS)** as per SPP Rules 2010 (amended 2013).
- 2.2** The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named 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 held) as 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 (Amended 2013) which defines:

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

Under Rule 35 of SPPR 2010 (Amended 2013), "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 (Amended 2013) 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 SPPRA 2010 for the Consultant(s) for which these RFP documents are being issued, those firms in case of Joint Ventures with the same partner (s) and Joint Ventures Structures - that had been pre-qualified are eligible --- (Not applicable).
	6.2	Short listed consultants emerging from request of expression of interest are eligible ---- (Not applicable).
	6.3	All Consulting firms having following are eligible to submit RFP / participate: <ul style="list-style-type: none"> i. Valid registration with FBR, SRB, and; ii. Valid registration with Pakistan Engineering Council as Consulting Firm in relevant category and discipline, having PEC Service and Project Profile Codes as mentioned in the Data Sheet. The firms having proof of submission of application for renewal of registration with Pakistan Engineering Council within the period prescribed by PEC are also eligible to apply but they shall have to obtain renewal before award of tender or else their Bid Security shall be forfeited.
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 --- (Not Applicable). 2. Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified --- (Not Applicable).
8. Only one Proposal		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). 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.

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- 9.2 Consultants shall submit required bid security of Rs. 500,000 (Rupees Five hundred thousand only) along with technical proposal as 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 estimated number of professional staff months or the budget required for executing the assignment should be shown in the **Data Sheet**, but not both. However, 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 may enhance its expertise for the assignment by associating with other consultants in a joint venture or sub-consultancy, it may associate with any one if so indicated in the Data Sheet. A consultant must first obtain the approval of procuring agency if it wishes to enter into a joint

venture. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture

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

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms. **TECH-1** is Technical Proposal submission Form.

- i. A brief description of the consultant organization (Section 3: TECH-2A) and an outline of recent experience on assignments of a similar nature (**Section 3: TECH-2B**). 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 3: TECH-3A& 3B**)
- 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 3: TECH-5**).
- iv. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (**Section 3: TECH-6**). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last five 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 (**Section 3: TECH-7 & TECH-8**).

- 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 3: TECH-4**).
- 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 (such as sales tax or services tax or value added tax, social charges or income 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 to 8 of Section 3 and FIN-1 to 4 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 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 PA after the deadlines for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

18.1 The **Consultant Selection 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 Procuring Agency 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	<p>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 marks 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.</p> <p>19.2 The Consultant Selection Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former 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.</p> <p>19.3 In case of Quality and Cost Based Selection (QCBS) Method the lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T =$ the weight given to the Technical Proposal; $P =$ the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations, if required.</p>
20. Negotiations	<p>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.</p>
21. Technical negotiations	<p>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.</p>
22. Financial Negotiations	<p>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</p>

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).

22.2 Extent of contract negotiation – Procuring Agency may negotiate with the highest rank bidder regarding methodology, work plan, staffing and special conditions of the contract. The procuring agency shall not permit substitution of key staff, unless both parties agree that undue delay in selection process makes such substitution unavoidable. Similarly, negotiation shall not seek changes in the rate quoted by the bidder. In case of failure of negotiations the procuring agency may invite second ranked bidders as per the evaluation report.

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 days of the award of contract, Procuring Agency shall publish on the website of the SPPRA and on its own website, 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 would be 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.

26. Duties & Taxes

All taxes, duties, fees and other contractual cost regarding the signing of contract shall be borne by the consultants / JV consulting firm.

27. Proposal Preparation cost

Consulting firm, JV consulting firms shall bear all costs associated with preparation and submission of their proposals.

DATA SHEET

Sr. No.	Reference Paragraph	Data
1.	1.1	<p>Name of the Assignment:-</p> <p>“Detailed Engineering Design and Construction Supervision of Garbage Transfer Stations & Misc. Works of SSWMB (in Karachi)”</p> <p>Name of the Procuring Agency (Procuring Agency): Sindh Solid Waste Management Board (SSWMB)</p> <p>The Name of the Procuring Agency official(s):</p> <p>Managing Director, Address: Sindh Solid Waste Management Board, Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Telephone: +92 21 9933 3704 - 06 Facsimile: +92 21 9933 3707 E-mail: info@sswmb.gos.pk</p>
2.	1.2	<p>The method of selection is: “Quality and Cost Based Selection (QCBS)” Rule No. 72 (3) of SPPRA Rules (2010) Amended (2013)</p>
3.	1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes (but Financial & Technical Proposals are to submitted in separate envelopes)</p> <p>NOTE: For evaluation of RFP of current assignment Rs.931,923,978/- i.e. the amount of the project as per approved PC-I minus contingency, fees and incidental charges shall be taken as ESTIMATED COST OF THE PROJECT. THE CONSULTANCY FIRM IS REQUIRED TO OFFER HIS RATE AS PERCENTAGE OF THE WHOLE ASSIGNMENT. CONSULTANCY FIRM'S RATE OFFERED IN %AGE SHALL BE MULTIPLIED BY THIS ESTIMATED COST OF THE PROJECT TO CALCULATE HIS OFFERED RATE WHICH SHALL BE USED AS 30% WEIGHTAGE OF FINANCIAL PROPOSAL.</p>
4.	1.4	<p>The Procuring Agency will provide the following inputs and facilities:</p> <p>All the available data and reports, if any, will be shared with successful consultants.</p>
5.	1.5	<p>The Proposal submission address is:</p> <p>Managing Director, Sindh Solid Waste Management Board (SSWMB), Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Tel No. +92 21 9933 3704-6 – Fax +92 21 9933 3707</p>

		Proposals must be submitted no later than the following date and time: Date: 5th April 2017 Time: 03:00 PM
6.	1.6	Expected date for commencement of consulting services Date: 2nd or 3rd week of April 2017 at: Karachi
7.	3.1	The firm/ JV/ Association (including all partners of the JV or association) finally selected for the feasibility study, preliminary engineering design, etc. will not be allowed to participate in the design-Build PPP contract of the project.
8.	5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs. 2.5 million
9.	6	Eligibility of Consulting Firms: The Mandatory Eligibility requirements for the Consulting Firms are as follows: 1. Duly registered / Licensed by Pakistan Engineering Council as Consulting Engineers for the year 2017 or beyond having specialized Relevant Service Codes (as per requirement of PEC for this Consultancy Services) and Project Profile Codes 1201 & 1204. (In case of a JV or association of consultants, the Lead Firm / or JV partners shall have to fulfill the above criteria) 2. The firms having proof of submission of application for obtaining required code or renewal of registration with Pakistan Engineering Council within the period prescribed by PEC are also eligible to apply but they shall have to obtain required codes / renewal before award or tender or else their Bid Security shall be forfeited. 3. Registration with Federal and Provincial Tax Authorities. 4. Not having been blacklisted by any government, semi-government department, agency, autonomous body, or other clients.
10.	9.1	Proposals must remain valid for <u>90 days</u> after the submission date.
11.	10.1	Clarifications may be requested not later than <u>five</u> days before the Submission date: The address for requesting clarification is: Managing Director, Sindh Solid Waste Management Board (SSWMB), Bungalow No. 13, Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi. Tel No. +92 21 9933 3704 - 06 – Fax +92 21 9933 3707
12.	11.2	The estimated number of professional staff-months required for the assignment is: As given in Section 5 (Terms of Reference).
13.	12.	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English

		However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
14.	13.1	The format of the Technical Proposal to be submitted is FTP√ or STP_____
		<p>Eligibility, Responsiveness & Qualification Criteria: 13.1 (a) Eligibility & Responsiveness Criteria:</p> <ol style="list-style-type: none"> 1. The applicant (or the lead firm / partners in case of a JV or association of consultants) must be a registered / licensed Consulting Engineering Firm from Pakistan Engineering Council for the year 2017 or beyond, having specialized Relevant Service Codes (as per requirement of PEC for this Consultancy Services) and Project Profile Codes 1201 & 1204. (In case of a JV or association of consultants, the Lead Firm / or JV partners shall have to fulfill the above criteria). - The firms having proof of submission of application for obtaining required code or renewal of registration with Pakistan Engineering Council within the period prescribed by PEC are also eligible to apply but they shall have to obtain required codes / renewal before award or tender or else their Bid Security shall be forfeited. - The firms having proof of submission of application for obtaining required code or renewal of registration with Pakistan Engineering Council within the period prescribed by PEC are also eligible to apply but they shall have to obtain required codes / renewal before award or tender or else their Bid Security shall be forfeited. <p>COPY OF PEC LICENSE MUST BE SUBMITTED.</p> <ol style="list-style-type: none"> 2. Registration with FBR and SRB. 3. The applicant (all firms in case of a JV or association of consultants) must not be blacklisted from any government / semi-government department, agency, autonomous body, or other clients. An affidavit on stamp paper of Rs. 50/- that the firm is not blacklisted by any government / semi-government department, agency, autonomous body or other clients - (Separate affidavits for all firms in case of JV or association). 4. Details of litigation / arbitration in last ten years with result thereof. If no litigation / arbitration, an affidavit in this regard should be submitted by the applicant (or all partners in case of a JV or association) on stamp paper of Rs. 50. 5. All information required in the RFP is submitted. 6. Submission of Bid Security in Technical Proposal Envelope for an amount of Rs. 500,000 (Rupees Five Hundred Thousands only) in the shape of Pay order / Demand Draft / Bank Guarantee in favour of SSWMB, as approved by SPPRA.

		NOTE: ALL DOCUMENTS MENTIONED ABOVE MUST BE SUBMITTED WITH THE PROPOSAL. Applicants will be declared as non-responsive and their proposals will not be evaluated further if the above documents are not attached with the application or PEC licensing requirements are not met. In such a case, their financial proposals shall be returned unopened as per SPPRA Rules.																																													
		13.1 (b) Qualification Criteria: A. <u>PROFILE, EXPERIENCE AND PAST PERFORMANCE OF THE FIRM</u>	20 Marks																																												
		<p>1. <u>PROFILE OF THE FIRM</u></p> <p>i. Name, address, telephone, fax no. and email address of firms</p> <p>ii. Ownership, organization structure and year of establishment of the applicant Firm of Lead Firm in case of JV or association. (Half mark for every year of existence) subject to a maximum of 5 marks. Documentary Evidence of Year of Establishment of firm is to be provided</p> <p>2. <u>GENERAL EXPERIENCE</u></p> <p>Overall experience of the firm as prime consultant (Half point of each project of Rs. 100 million or above, in last 15 years up to a maximum of 15 such projects). Documentary proof (i.e. work order and/or completion certificate) be attached. The projects should be presented strictly in the following format and no additional information should be given</p> <table border="1"> <thead> <tr> <th rowspan="2">Sr. No.</th> <th rowspan="2">Name of work</th> <th rowspan="2">Employer / client</th> <th rowspan="2">Amount</th> <th colspan="2">Date</th> <th colspan="2">Documents enclosed (y/n)</th> </tr> <tr> <th>Start</th> <th>Compl.</th> <th>Work Order</th> <th>Compl.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>3. <u>SPECIFIC EXPERIENCE</u></p> <p>Specific Experience i.e. Industrial Building Structure Works, completed as prime consultants (1.5 points for each project of Rs. 100 million or above, in last 05 years up to a maximum of 05 such projects). Documentary proof (i.e. work order/or completion certificate) be attached. The project should be presented strictly in</p>	Sr. No.	Name of work	Employer / client	Amount	Date		Documents enclosed (y/n)		Start	Compl.	Work Order	Compl.	1								2								3								4								<p>05 Marks</p> <p>7.5 Marks</p> <p>7.5 Marks</p>
Sr. No.	Name of work	Employer / client					Amount	Date		Documents enclosed (y/n)																																					
			Start	Compl.	Work Order	Compl.																																									
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Sr. No.	Name of work	Employer / client					Amount	Date		Documents enclosed (y/n)																																					
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4																																															
		B. <u>ADEQUACY OF THE PROPOSED METHODOLOGY AND WORK PLAN</u>	40 Marks																																												
		<ol style="list-style-type: none"> a) Technical Approach and Methodology b) Work Plan c) Organization and Staffing 	30 05 05																																												
		C. <u>PROPOSED PROJECT TEAM</u>	30																																												
		<p>Key professional Staff qualifications & competence for the assignments:</p> <p>The applicant should demonstrate that the proposed project team is from the personnel available with them on a permanent basis. The CVs of the key professionals and team members must be submitted with the proposal. SSWMB may ask the applicant (Consulting Firm) to provide Copies of Tax payment challans against the salary for the last 6 months or other proof for each or any individual claimed by the Firm in order to be considered for evaluation of these personnel. Failure to provide the Tax Challan or required proof on demand shall render the claimed individual to be excluded from the evaluation process.</p>																																													

S. No.	Position	Qualification / Experience required	Maximum Marks
1	Project Manager / Team Leader / Chief Resident Engineer	Masters in Engineering / Environmental Engineering / Science with 15 years related experience with at least 2 SWM Projects in his credentials.	06
2	Senior Structural Design Engineer	Masters in Structural Engineering with 10 years experience in structure design (Steel & R.C.C structure).	05
	Senior Architect	Masters in Architecture / Bachelors in Architecture with 10 / 15 years of experience in Architectural Design of Industrial Structure	04
	Senior HVAC / Plumbing Engineer	Bachelors in Mechanical Engineering with 10 - 16 years of experience in Industrial Ventilation / Air-conditioning Design System (HVAC) (Half Mark for every 2 year of experience)	04
3	GIS Expert	Masters / Bachelors Degree in the relevant with minimum 10/15 years experience	03
4	Mechanical Design Engineer	Masters in Mechanical Engineering / Bachelors in Mechanical Engineering with 10 / 15 years of experience in Design of industrial structure	03
5	Electrical Design engineer	Masters in Electrical Engineering / Bachelors in Electrical Engineering with 10 / 15 years of experience in Design of electrical industrial system	03
6	Sociologist / Economist	Masters / Bachelors Degree with minimum 10/15 years experience	02
Total Marks			30
II.	D. Financial Stability of the Firm		10 Marks
1.	The applicant (or Lead Firm in case of JV / Association) should demonstrate that it has adequate financial stability by submitting copies of last three years Accounts of the firm duly signed by a qualified Auditor. 3.0 marks for first year and 3.5 marks each for last two years audited accounts report.		10 Marks
TOTAL (A+B+C+D)			100
The Qualification Criteria			
<ol style="list-style-type: none"> 1. In order to qualify to be shortlisted for the assignment, the applicant shall secure: <ol style="list-style-type: none"> a. Minimum 50% or more marks in each of the four main categories. b. Overall 60% or more Marks. 2. Those applicants who EITHER fail to secure 60% or more overall marks OR fail to 			

	<p>secure 50% or more marks in any of the four categories shall not be considered qualified and their financial proposal shall be returned un-opened as per SPPRA rules.</p> <p>3. Any false information provided by the applicant firms may result in disqualification.</p>
13.2 (vii)	Training is a specific component of this assignment: Yes ___ No ✓
14.1	<p><i>List of the applicable Reimbursable expenses in local currency;</i></p> <p>The successful consultant shall be paid on lump sum basis (all inclusive) as per his approved lowest evaluated bid i.e. %age of the cost of engineering works. No additional reimbursement can be claimed on whatever pretext.</p> <p style="text-align: center;">FOLLOWING IS NOT APPLIACBLE</p> <ol style="list-style-type: none"> (1) A per diem allowance in respect of the personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purpose of the services; (2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and most direct practicable route; (3) Cost of office accommodation, investigations and surveys; (4) Cost of applicable international or local communication such as the use of telephone and facsimile required for the purpose of Consulting Services; (5) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purpose of Consulting Services; (6) Cost of printing and dispatching of the reports to be produced for Consulting Services; (7) Other allowances where applicable and provisional or fixed sums (if any); and (8) Cost of such further items required for purposes of the Services not covered in the foregoing. <p>It should be noted by the applicants that it is Pak Rupees procurement and all prices are to be quoted in Pakistan rupees only. The PA shall pay to the successful consultants in Pakistan rupees only. The PA shall enter into a contract with the successful consultants on a Lump Sum basis for Feasibility stage.</p>
15.1	<p>Amounts payable by the Procuring Agency to the consultant under the contract to be subjected to local taxation, stamp duty and service charges: <u>YES</u></p> <p>The consultants should quote their fee inclusive of all the taxes applicable on them except the Sindh Sales Tax on Services which shall be quoted separately in addition to the quoted fee of the consultants.</p>
16.2	Consultant must submit the original and <u>2</u> copies of the technical proposal, and the original of the financial proposal.
19.4	The system for Combined Evaluation of Technical & Financial Proposals under the

	<p>Quality and Cost Based Selection Method (QCBS) shall be as follows:</p> <p>i. Financial Proposal Scoring: $S_f(\text{Financial Score of a firm}) = 100 \times F_m / F$ where F_m = the lowest evaluated price of the financial proposal opened F = the financial proposal of the proposal under consideration.</p> <p>ii. Weightages for technical & financial proposals:</p> <p>Technical proposal = 70% and financial proposal = 30%</p> <p>iii. Final Combined Scores:</p> <p>$CS = 0.70 \times St + 0.30 \times Sf$</p> <p>Where CS = Combined Score of a Proposal, St=Technical Score of the Proposal & Sf= Financial Score of the Proposal</p> <p>The Consultant achieving the highest combined technical and financial score will be invited for negotiations</p> <p>The minimum technical score required to pass is 60 from a maximum of points for QCBS</p>
20.1	<p>Expected date and address for contract negotiations:</p> <p>If required, negotiations will be held in accordance with the provisions of Sindh Public Procurement Rules 2010 (amended 2013)</p> <p>Managing Director, Sindh Solid Waste Management Board (SSWMB) Bungalow No. 13 Al-Hamra Housing Society, Shaheed-e-Millat road, Karachi, Tel No. +92 21 9933 3704 - 6 Fax +92 21 9933 3707</p>
24.2	<p>Successful consultant is required to submit performance security in form as required by SPPRA Rules equivalent to 5% of the contract amount</p>

Notes:

1. Only one individual shall be evaluated for each position given above.
2. Only those individuals shall be evaluated who have the requisite qualifications and overall experience mentioned against each category of personnel. As such, the qualification and overall experience shall be used to determine the eligibility of the individual to be evaluated.
3. The marks will be given to the only individual having the required qualification and overall experience and the scoring shall be done against the similar projects worked on. The related experience shall mean that the individual shall have worked on similar project type on which the individual has worked on shall be given Marks mentioned in front of each position subject to the maximum marks for each position mentioned above.

NOTE: ALL BIDDERS ARE REQUIRED TO SIGN AND STAMP EACH AND EVERY PAGE OF THE BIDDING DOCUMENT BEFORE SUBMISSION.

SECTION - 3
TECHNICAL PROPOSALS - STANDARD FORMS

TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Experts
- TECH-7 Personnel Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

Karachi
April, 2017

To,

The Managing Director,
Sindh Solid Waste Management Board,
Bungalow No. 13, Al-Hamra Housing Society,
Shaheed-e- Millat Road, Karachi

Dear Sir,

We, the undersigned, offer to provide the consulting services for 'Detailed Engineering Design and Construction Supervision of Garbage Transfer Stations & Misc. Works of SSWMB' in accordance with your Request for Proposal (corrigendum / extension in date) Notice 19-20 March, 2017 and our Proposal dated --- April 2017. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.¹

We are submitting our Proposal in association with/as a Joint Venture: [*Insert a list with full name and address of each joint venture partner or sub-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 personnel. 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 Clause 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 or Joint Venture is proposed.*]

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 the Consultant and, if applicable, Sub-Consultant and each joint venture partner for this assignment.]

B: CONSULTANT’S EXPERIENCE

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

Assignment name:	Approx. value of the contract (in current PKR or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Procuring Agency:	Total No of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current PKR or US\$):
Start date (month/year): Completion date (month/year):	N ^o of professional person-months provided by the joint venture partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	Name of senior regular full-time employees ³ 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 in the assignment:	

FIRMS NAME:- _____

³ Regular full-time employee as defined in para 3.3(ii), footnote 2 of Section 2:

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

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 others, 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 Client according to Clause Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, and etcetera.]

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of 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 Personnel,*

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 Client), 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 personnel.

FORM TECH-5 TEAM COMPOSITION, TASK ASSIGNMENTS

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

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

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

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

3. **Name of Expert** [*Insert full name*]: _____

4. **Date of Birth**: _____ **Citizenship**: _____

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

6. **Membership in Professional Associations**: _____

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

8. **Countries of Work Experience**: [*List countries where expert 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 expert 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: _____

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

13. Certification:

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

_____ Date: _____
[Signature of expert or authorized representative of the firm] Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE

	Name of Staff	10. Staff input (in the form of a bar chart) ²												11. Total Staff month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ²	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
- 2 Months are counted from the start of the assignment. For each staff indicate separately the input for home and field work.
- 3 Field work means work carried out at a place other than the consultant's home office

Full time input
 Part time input

FORM TECH-8 WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	13
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														

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

SECTION 4
FINANCIAL PROPOSAL - STANDARD FORMS

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 14 of Section 2. Forms FIN-1, FIN-2, FIN-3, FIN-5, and FIN-6 are to be used whatever is the selection method indicated in para 4 of the Letter of Invitation. However, **Form FIN-4 shall only be used when the QQS, QBS or SSS** method is adopted as detailed in para 6.3(i) of Section 2 of the RFP.

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Remuneration
FIN-4	Breakdown of Reimbursable Expenses
Appendix:	Instructions for preparing Financial Proposal Forms FIN-1 to FIN-4

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The Managing Director,
Sindh Solid Waste Management Board,
Bungalow No. 13, Al-Hamra Housing Society,
Shaheed-e- Millat Road, Karachi

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Hiring of Consulting Firm for **Consultancy Services for Detailed Engineering Design & Construction Supervision of Garbage Transfer Station and Misc. works of Sindh Solid Waste Management Board** in accordance with your Request for Proposal (corrigendum / extension in date) Notice 19-20 March, 2017 and our Technical Proposal. Our attached Financial Proposal is for the sum of Rs. -----
-----[Insert amount(s) in words and figures¹].

Note: Rates in the present Consultancy Services are to be quoted in terms of %age cost of the Engineering Works (Please refer to Data Sheet / Terms of Reference / Guidelines section for details).

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.

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

Name and Address of Agents	Amount in Pak Rupees	Purpose of Commission or Gratuity
_____ Not Applicable _____	_____ Not Applicable _____	_____ Not Applicable _____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

FORM FIN-2 SUMMARY OF COSTS

ITEM	COST (Pak Rupees)
Remuneration	
Out of Pocket	
Provisional Sums	
Contingencies	
TOTAL COST OF FINANCIAL PROPOSAL	

Total cost of financial proposal in words (in Pak Rupees): _____

Signed and Stamp of Consultant

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

FORM FIN-3. BREAK DOWN OF COSTS BY ACTIVITY¹

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

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

FORM FIN-4. BREAK DOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

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

1. Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
2. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff)
3. Positions of Professional Staff shall coincide with the ones indicated in FormTECH-5.
4. Indicate separately staff-month rate and currency for home and fieldwork.
5. Indicate separately for home and fieldwork, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
6. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration= Staff-month Rate x Input.

FORM FIN-4. BREAK DOWN OF REMUNERATION¹

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

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

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

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES¹

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

Group of Activities (Phase):								
N	Description²	Unit	Unit Cost³	Quantity	<i>[Indicate Foreign Currency#1]⁴</i>	<i>[Indicate Foreign Currency#2]⁴</i>	<i>[Indicate Foreign Currency#3]⁴</i>	<i>[Indicate Local Currency]⁴</i>
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel ⁶							
Total Cost								

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

FORM FIN-5. BREAK DOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Procuring Agency) – Not Applicable

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of		
	Equipment, instruments,		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel		

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

2 Indicate unit cost and currency.

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

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

APPENDIX. FINANCIAL NEGOTIATIONS – BREAKDOWN OF REMUNERATION RATES

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

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Social Costs

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

(iii) Cost of Leave

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

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leavex100}}{[365-w-ph-v-s]}$$

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

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

(iv) Overheads

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

(v) Fee or Profit

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

(vi) Away from Headquarters Allowance or Premium

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

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members.

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

2. Reimbursable expenses

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

3. Procuring Agency Guarantee

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

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

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

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

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Section - 5

Terms of Reference

TERMS OF REFERENCE FOR THE ASSIGNMENT

S. No.

- 01 PROJECT BACKGROUND**
- 02 SCOPE OF DESIGN & CONSULTANCY SERVICES**
- 03 GENERAL GUIDELINES FOR PREPARATION OF PROPOSALS**
- 04 TECHNICAL PROPOSAL STANDARD FORMATS FOR CONSTRUCTION MANAGEMENT AND SUPERVISION SERVICES**
- 05 FINANCIAL PROPOSAL STANDARD FORMAT FOR CONSTRUCTION MANAGEMENT & SUPERVISION FEES**
- 06 APPENDIX – 1**

1. PROJECT BACKGROUND

Solid Waste Management (SWM) is an important civic service, which government is expected to provide to the citizens as a part of Environmental / Public Health Services. But very high population growth rate (rather population explosion) and rapid urbanization coupled with mis-management on the part of local councils has made Solid Waste Management a major environmental issue of the province. Improper disposal of waste resulting into heaps of garbage all around, on one hand, has become a real nuisance in almost all cities and urban centres of the province but more so in mega city of Karachi, and on the other hand a huge challenge for Government of Sindh.

Average garbage (MSW) generation in Sindh is estimated at 0.4 - 0.7 Kg per person per day. Karachi alone produces +12,000 garbage per day. Collection, transport and its scientific disposal of city garbage is a mammoth task.

In order to carry out the job of collection, transport and disposal of MSW in Karachi and other cities / towns of the province, in an efficient, scientific, holistic and integrated manner, **Government of Sindh** has established **Sindh Solid Waste Management Board (SSWMB)** under **Sindh Solid Waste Management Board Act, 2014** and assigned the task to carry out 'INTEGRATED SOLID WASTE MANAGEMENT SYSTEM IN SINDH'. In order to achieve the task, Sindh Solid Waste Management Board has devised a strategy whereby SWM services have been divided into 3 basic components: (i) Front-end Services; (ii) Middle-end Services i.e. GTS; and (iii) Back-end Services i.e. Landfill Sites.

Presently, 02 (Two) landfill sites i.e. Jam Chakro and Gond Pass, 500 Acres each, are available for the disposal of the solid waste being produced in the city. Currently the transportation costs regarding solid waste management service are very high as the landfill sites are at a distance of approximately 35 kms from the city center and 70 kms up and down. This distance is even more than 50 Kms (one side) from remote areas of the city. Due to this long hauling distance coupled with traffic congestion, the efficiency and economic feasibility is lost. With present fleet of garbage collection vehicles available with the councils, it is very difficult rather impossible to load and transfer all Municipal solid waste, generated in Karachi, to the landfill sites.

In most developed and many developing countries of the world, Garbage Transfer Stations (GTSs) are used as middle end component of Integrated Solid Waste Management System. Garbage from localities / community dustbins is collected and transported through small garbage vans to Garbage Transfer Stations. From GTS this

garbage is transported through long vehicles / containers to Landfill sites (LFS) for disposal.

Karachi being a mega city, with +12,000 Tons garbage generation per day, long hauling distance to LFS and traffic congestion, the city desperately needs GTS to ever-increasing Solid Waste Management (SWM) problem. It would not be an exaggeration to say that Garbage Transfer Stations (GTSs) are the back-bone of the whole scheme on which success of Integrated Solid Waste Management System in Karachi depends. SSWMB plans to establish Garbage Transfer Stations (GTS) at 06 locations in the city. Each GTS will handle 1,000 to 1,500 tons/day but wherever sufficient land is available, these shall be planned for 2,500 tons / day to cater for the increased population in next ten to fifteen years' time.

Garbage from the residential / commercial areas reaching through small vans / vehicles (1.5 – 3 Ton capacity) shall be compacted and transported from GTS to Landfill sites through long vehicles (10 -12 wheelers) / long containers of 28 - 40 Tons capacity. Most of this operation will be carried out in night to minimize inconvenience to the citizens.

The scheme for establishment of 06 Garbage Transfer Stations has been approved by the government and Rs. 1,503 Million have been allocated in the current year ADP budget for execution of the scheme. In this backdrop, SSWMB plans to hire the services of reputed and experienced Consulting Firms for “Detailed Engineering Design and Construction Supervision of Garbage Transfer Stations”. Besides GTS the selected Consulting Engineer Firm may also be asked to provide consultancy services for Miscellaneous works of SSWMB.

ASSIGNMENT OBJECTIVES

The objective of this assignment is to ensure:

- Conceptual plan of the GTS meeting international standard and local framework
- The cost efficient and timely execution of engineering design and procurement
- Services for detailed engineering design & construction supervision of Six (06) GTS's of in Karachi and Miscellaneous works (if required) etc.

- All works, supply & installation of plant and machinery, and goods and equipment conform to standards and performance acceptable to the Client.
- Preparation of detailed working drawing to reduce the chances of revision of the scheme during execution and the scheme will be prepared with proper specifications suitable to the geographical and climatically condition and requirement of a modern standard.

2. SCOPE OF DESIGN & CONSULTANCY SERVICES

- i. The selected Consulting Engineering Firm shall ensure that all engineering work is performed by experienced personnel, and contractor shall use the necessary tools to perform the engineering work in a professional manner and in accordance with accepted engineering practices.
- ii. The scope of work broadly includes engineering, procurement assistance, construction management and mechanical completion of the required units. This shall include, but not limited to, detailed engineering design, design survey layout, scheduling and cost control, procurement services, contractor coordination, construction supervision, testing materials, quality control, equipment and site inspection and expediting.
- iii. It is not the intention of this document to completely specify all detailed services required during engineering, procurement and construction phases of the project, however, any additional services which are not specifically mentioned here, but which are required to make the facility complete in every respect and in accordance with the intent, technical specification for safe operation and guaranteed performance, shall be deemed to be covered under the scope of work.
- iv. Proposals should, as a minimum, be presented as three phases:
 - (i) Pre-construction,
 - (ii) Construction
 - (iii) Post construction.
- v. Proposal should clearly identify which services will be provided as part of each phase.
- vi. The selected consultant will perform all (i), (ii) and (iii). However, the client reserves the right to terminate the contract at the end of (i) or (ii), if

the consultants performance is not found to be of acceptable quality and award (ii) and/or (ii) to another party.

The concept drawings for all the GTS are available with the PA and the bids for construction has also been made.

- vii. The consultants will have to modify the concept design to get the desired objective depending upon the actual site conditions, their topography, geology and geotechnical conditions of soil as well as the suitability and practicality in the light of quality and quantum of solid waste, which the GTS will handle.
- viii. The consultants in their technical proposal will indicate addition / removal of facilities for efficient operation and management of GTS & MRF which, they think are necessary.
- ix. In order to achieve the above objective for a rational, sustainable and durable design the following works will have to be carried before taking detailed engineering design.

Following is included in the Scope of Services:

Part-1 Topographic survey

- a) Review the Engineering surveys carried out which includes reconnaissance survey, land position and buildings face, topography etc.

Part-2 Sub-soil Investigation

- a) Review of sub-soil investigation and laboratory tests carried out by the contractor.
- b) Review Soil investigation of location to determine the general condition and load bearing capacity of the soil.

Part-3 Design of infrastructural and Building Works

- a) Review of master plan which will include site plans, elevation, Preparation of detail architectural and engineering design & drawing of building, fixing details of different systems including water supply, gas supply, sewerage system, disposal works, electrical system , voice, data and networking etc of the entire complex.
- b) Review drawings and get these approved from relevant agencies.

- c) Review detail working drawings. This will reduce the chances of revision of the scheme during execution and the scheme will be prepared with proper specifications suitable to the geographical and climatically condition and requirements of a modern institute.
- d) Preparation / modification/ revision of PC-1 for capital, revenue and human resource component (if required).

Part-4 Development of Forms

- a) The consultant shall develop standard forms for reporting.

Part-5 Scope of Services for Detailed Construction Supervision

The consultant shall undertake construction supervision of the project and allied works up to completion including maintenance period and will maintain sufficient and duly qualified staff to do so. He will ensure quality control, project monitoring, financially as well as technically in the interest of Sindh Solid Waste Management Board. As a minimum the services will include as under:

- Establishing criteria for testing of steel and other construction materials before start of each work so that they shall conform to the design requirement and specifications and enforcement of the same on every stage of work.
- To check and confirm the established quality control measures during construction, including selection and use of construction materials in accordance with the specifications.
- Checking that the construction of contract is carried out in accordance with the latest design drawings and contract documents.
- Examination and approval of scheme for casting – and non-structural members.
- Documentation and correspondence with the contractor.
- All aspects of quality assurance (including load testing, quality control tests) for various components of works, as specified and directed.
- Verification of running bills of the contractor for payment. Checking bills and variation orders, if any within seven days of the submission by the contractor.

- Checking or correct marking / layout on the ground of the designed work in relation to benchmark and base line.
- Preparing fortnightly progress reports with bar charts and diagram indicating physical progress achieved by the contractor against the target etc. Consultant shall submit 5 copies of the report of Sindh Solid Waste Management Board.
- Checking that the contractor fulfills his obligations generally and particularly in respect to the proper implementation of the time schedule agreed upon by the Sindh Solid Waste Management Board.
- Initiating variations and instructions relating to the work with the approval of the employer. The consultants shall give written intimation to the Sindh Solid Waste Management Board about defects and deficiencies found in the work, observed during its supervision and instructions shall be issued to contractor for rectification of such works to the satisfaction of consultant and the employer.
- The consultant shall review and approve shop drawings (including the reinforcement bending schedule) and other submissions of the contract only for conformity with design concept of work and for compliance with the information given in tender documents. The contractor must submit the program of work when the contract is awarded as per relevant clauses of his contract document.
- This programme of work shall be vetted by the consultants and on their recommendation the same shall be approved by the Sindh Solid Waste Management Board. The consultant will then review the progress of the work periodically, in the light of the approved programme.
- Ensuring implementation of work in accordance with the structural design and drawings approved by the competent authority and in conformity with the specifications laid down.
- Assisting the contractor in preparing any drawings for the satisfactory execution / construction of the work, including those made necessary as a result of any modification and / or alternations in the original design and drawings as provided in the contract.
- Assisting the contractor in selection of material and its testing. This work should be supervised in the presence of consultant's representative or if considered necessary it will be jointly supervised by the consultant's and client's representatives.

- Ensuring upon completion of the work, that the contractor provides such records and maintenance manual as are necessary for the operation and maintenance of the work.
- Preparing a project completion report. To evaluate the actual project implementation against the planned implementation.
- Issuing certificate of satisfactory completion of all stages of work.
- Advisory services during maintenance period; carrying out inspection at the end of the period of maintenance and issuing the maintenance certificate.
- Checking, verifying and certifying as-built drawings prepared and submitted by the contractor.
- Checking, verifying and certifying contractors bill for the work and ensuring that the work is done according to project specifications for which the contractor has claimed the bill.

Project Implementation Schedule

It is envisaged that the design and construction supervision phases for the above mentioned contracts shall be as follows:

(a)	Design Phase i/c pre-construction activities	02 Months
(b)	Construction Phase	12 Months
(c)	Post Construction Phase	(As Per Agreement)

Project Staffing Requirements

The consultant is expected to provide the following personnel for the time periods for different assignments (Design and Construction phases), as indicted in sub head 5 above.

The total fee will be split in the ratio of 1/3rd for design and 2/3rd for supervision.

Design Phase

(a) Managerial Team: As given in Data Sheet

(b) Design Team: (Please read with Data Sheet)

S. No	Position	Qty.	Man-Month
1	Senior Architect	1	As per requirement
2	Architect	2	
3	Assistant Architect	1	
5	Landscape Architect	1	
7	Interior designer	1	
8	Assistant Interior Designer	2	
9	Infrastructure Planner	1	
12	Water Supply Engineer	2	
13	Senior Sanitation & Drainage Engineer	1	
14	Sanitation & Drainage Engineer	1	
15	Assistant Engineer	1	
17	Senior Structural Engineer	1	
18	Structural Engineer	1	
20	Senior Draftsman	2	
21	Draftsman	6	
23	Electrical Engineer	1	
24	Assistant Engineer (Electrical)	2	
26	Material Engineer	1	
27	Material Inspector	2	
32	HVAC engineer	1	
33	Assistant HVAC Engineer	1	
34	HVAC Drafts man	2	
35	Project Management Scheduler	1	
36	Senior Quantity Surveyor	1	
37	Quantity Surveyor	2	
40	Computer operator	3	
	Sub-Total	41	

Construction Phase

While construction packaging will be identified, subsequent to contract packaging, it is envisaged that the Team of Construction Supervision Consultant shall have the following professionals and supporting indicative staff for entire duration of the contract.

(c) Supervision Team:

S. No	Position	Qty.	Man-Month
1	Resident Engineer	1	12
2	ARE Structure	6	As and when required
3	ARE Electrical	1	As and when required
4	Inspector Civil	6	As and when required
5	Inspector HVAC	2	As and when required
6	Surveyor	2	As and when required
7	Support staff	-	As per requirement

A. Pre-Construction Phase Tasks;

◆ Topographic survey contusing drawing

Detail Engineering survey will be carried out which includes reconnaissance survey, land position and buildings face etc.

◆ Sub-soil Investigation

Preparation of programme of sub-soil investigation and laboratory tests to be carried out for the scheme including specification

◆ Engineering Design.

The detailed and/or final design must include, but is not necessarily limited to the following:

1. Conceptual, architectural, elevation and profile drawings, and spot plans and plot layouts of proposed structures to be constructed for the facility.
2. Construction management schedule for the facility, including but not necessarily limited to commencement of construction management phase, major construction and installation milestones, activity sequencing, construction closeout, post construction services, and final document handover.

3. GTS design details (including all facilities such as platform and ramp, weighbridge, parking yard plan, internal road details, and management), design structural details and working drawings, admeasurements drawings, electrical and plumbing line drawings, Bills of Quantities, equipment lists, data sheets and specifications etc. as required for each procurement package.
4. The engineering designs must meet existing building codes regulations and laws, which apply to works carried out on the Project site where applicable.
5. The facility design should comply with the requirements identified through the Technical and Financial Feasibility study, environmental safeguard standards stipulated by the PA. The consultant must perform constructability review at the 95% Design Stage.
6. The consultant must work closely with the Environmental and Social Impact Assessment (ESIA) consultancy (not included under this contract) and make every effort to coordinate and facilitate their information requirements.
7. The following information must be made available to the Environmental and Social Impact Assessment as soon as it is available.
 - Architectural/ elevation drawings for structures proposed, spot plans and plot layout
 - Preparation / modification / revision of PC - I for capital revenue and human resource component (if required)

B. Construction Phase Tasks

(i) Construction Management

The consultant will have overall responsibility for establishing and maintaining both the design and construction interfaces with contractors, suppliers, vendors external utilities, professional staff, the facility operator, the environmental and social impact assessment consultant, and Client.

The consultant will be have overall responsible for contract coordination, administration and scheduling, construction survey, inspection & observation, materials quality assurance, drawing submittal, review and approval coordination, cost control, maintenance of project records, and close-out documents for the project.

The consultant will be responsible for overall co-ordination of the on-site construction process to the extent necessary to ensure that all work will be performed to the level and quality required, and to a schedule which is compatible with the requirements of the overall construction and construction management schedule.

a) Contract co-ordination, Administration and Scheduling

The consultant will coordinate site meetings with the Contractor(s), Suppliers, Vendors, external utilities, professional staff, facility operator, ESIA consultant, and Client as required to ensure the smooth delivery of contract services, and preparation and distributing meeting minutes.

The consultant will review Contractor(s) contract execution for compliance with contractual requirements (i.e. labor compliance, etc.), and review Contractor(s) work schedule & method statement and assess compatibility with the overall construction schedule.

The consultant will make measurements of bid items installed, quantities or percentages, review the Contractor(s) recovery schedules, and obtain monthly updates from Contractor(s) incorporating actual progress, delays, and other impacts.

b) Design Survey Baseline Layout, initial Construction Staking, and Soil Testing:

The consultant will undertake design survey baseline layout and establish one set of initial construction stakes. All design survey baseline layout work shall be under the supervision of ESIA.

The consultant's surveyor shall provide all labour, tools, equipment and materials, including stakes, hubs, flagging, nails and paint. Re-establishing construction staking will be the responsibility of the Contractor(s), although the consultant shall, from time to time, verify that any stacking re-established by Contractor(s) conforms to the initial construction staking.

The consultant will coordinate soil-testing services, which may be required for construction on the site, or for particular construction units as may be required from time to time. The consultant shall assess the results of soil testing and confirm the suitability of soil conditions for the proposed construction methods.

c) Field Inspection & Site Observation

The consultant will perform site observations of the day-to-day construction activities for the purpose of minimizing defects and deficiencies in the work of the Contractor(s) and to check that provisions of the contract documents are being fulfilled. The Consultant may appoint a lead contractor amongst the various trade contractors that will take some responsibility for on-site construction co-ordination. The consultant will, however, have a heavy site presence with its own construction management team.

The consultant will coordinate Quality Assurance materials testing, review and approve Quality Assurance materials testing results.

Where Quality Assurance materials testing results, staking re-established by Contractor(s), or Contractor(s) workmanship is deficient in any way, the consultant will ensure corrective actions are undertaken by the Contractor(s) so that the deficiencies are satisfactorily expedited to the service provider's satisfaction.

The consultant will observe and monitor Contractor(s) compliance with regulatory permits, environmental management and mitigation plans, workplace safety and health standards, and Contractor(s) work schedule & method statement. Where the Contractor(s) performance is deficient the consultant will ensure corrective actions are undertaken by the Contractor(s) so that the deficiencies are satisfactorily expedited to the consultant's satisfaction.

The consultant shall take and maintain digital photographs, document construction progress, and prepare inspections & site observation reports documenting observed construction activities.

d) Change Order Management

The consultant will review Requests for Information (RFI), coordinate submittal reviews, and either provides information from the Contract documents back to the Contractor or route request to Design Engineer for comment and responses or resolution as required.

The consultant shall review and evaluate contract change order requests and submittals against the engineering design and performance standards, perform quantity and cost analysis as required for negotiation of change orders, investigate and inspect site conditions that differ from those described in the contract documents, assist the Client in negotiation of change orders, and coordinate contract change orders between Contractor(s) and the Client as required.

The consultant will analyse additional compensation claims that are submitted during the construction period and prepare responses, perform claims administration including coordinating and monitoring claims responses, logging claims and tracking claim status, and review submittals in support, and recommendations for resolution of claims and disputes as required.

e) Cost Control

The consultant will furnish the Client with estimated expenditure forecasts (monthly, quarterly & annually) during the construction management phase. The expenditure estimate forecasts for each unit constructed and installed must be within an accuracy of + / - 10% of the Client's commercial evaluation of bids for that unit.

The consultant must submit to the Client the basis for post order expenditure variations where the estimated expenditure forecast for each unit exceeds the Client's commercial evaluation of bids for units constructed and installed.

The consultant must monitor, review and submit to the Client an updated Project expenditure estimation based on the forecasts with the quarterly expenditure forecast.

The consultant will approve progress payment release requests for the Client confirming that all works, services, equipment covered by the payment requests are complete, inspected and expedited. The consultant will either sign off on the payment request and submit to the Client for payment authorization or, return the payment request to the Client with a report detailing any works, services or equipment covered by the payment request which are incomplete or have not been expedited to the consultant's satisfaction.

f) Record keeping

The consultant will maintain and update construction management records, including the construction management schedule (incorporating Contractor(s) work schedules, testing plan, and commissioning plans for all plant, equipment and systems), and a Submittal Log of Requests for Information (RFI), and contract change orders and compensation claims.

C. Post Construction Phase Tasks

a) Construction Closeout

The consultant will perform routine construction closeout site inspections to determine if facilities/ units are complete and in compliance with Contract Documents, prepare punch lists and inspect punch list item corrective actions, and prepare recommendations to Client as to the release of retention payments to Contractor(s), vendors and suppliers.

For the supply and installation of plant, machinery and equipment (external utilities, pumps etc.) the consultant will, coordinate a phased mechanical and systems completion program to facilitate sequential pre-commissioning activities culminating in a logical commissioning of the overall facility operations and functionality.

The consultant shall coordinate and provide technical assistance to Client, Contractor and Operator in pre-commissioning and commissioning, and arrange for resolution of all technical and operational issues that may arise in the process of commissioning.

The consultant will submit, in a format acceptable to the Client, all construction completion certificates for works units, mechanical completion certificates supply and installation of plant & machinery, and acceptance certificates for goods and brought out equipment.

The consultant shall coordinate with, and assist the operator for the purpose of a performance guarantee Test Run before handover to the operator and ensure that all contractual obligations are met, and implementation of necessary remedial measures in case of non-conformance to any of the guaranteed parameters.

b) Final documentation package, construction management files and operating manual handover.

At the time of handing over of the completed facility the consultant shall prepare and submit to the Client one original and one copy of Final Document Package (FDP) for the entire project. The consultant shall check the FDP for its correctness and completeness including the incorporation of an amendments, additions/deletion, DCNs (Document Change Notes). The FDP may include but is not necessarily limited to the following:

- Final vendor & suppliers drawings,
- 'As Built' drawings
- Equipment General Arrangement Drawings

- Piping General Arrangement Drawings
- Civil/Structural Drawings
- Electrical & plumbing Line Drawings
- Performance test reports
- Stage-wise inspection reports
- Support Specifications
- Material and soil test certificates

At the time of handing over of the completed facility to the Client the consultant shall submit to the Client one original and one copy of the construction management files and for archiving.

At the time of handing over of the completed facility the consultant shall review and submit to the Client one original and one copy of each of the following:

- Operating and maintenance manuals for bought-out equipment.

The consultant will ensure that all manuals are in English, complete, and are fit for purpose. Where any manual is, in the view of the service provider, deficient in any way, the consultant will ensure corrective actions are undertaken by the supplier so that the deficiencies are satisfactorily expedited prior to hand-over. For the Operating Manual(s) for the plant and machinery, and associated utilities the consultant will review and verify that the manuals include:

- (i) Operational guidelines specifically outlining safety and environment control procedures as well as recommended maintenance practices, and

8. REPORTING

The consultant will submit monthly progress reports for the Client including description of key issues, quality (incl. Quality Assurance materials testing summary results) and cost status, schedule status, inspection and site observations, and minutes of contractor(s) coordination meetings, as required.

The consultant will report non-compliance with regulatory permits, environmental management and mitigation plans, and workplace safety and health standards as soon as practicable after the consultant becomes aware of the non-compliance.

The consultant will furnish the Client with any other report required from time to time and as described in this Terms of Reference during the course of the assignment.

9. COMPETENCIES OF THE PROJECT TEAM

All engineering work shall be performed by experienced personnel, and the consultant shall use the necessary tools to perform the engineering work in a professional manner and in accordance with accepted engineering practices.

The scope of works listed above broadly requires competencies in civil, structural, mechanical, electrical engineering, surveying and construction management, pre-commissioning, start up and commissioning.

10. DELIVERABLES

All final reports and documents will be submitted in English in 1 (one) hard copy, and 1 (one) soft copy draft reports and documents may be submitted to the client electronically.

All reports and documents will be submitted in draft. The client will review the reports and documents and provide comments to the consultant within 2 (two) weeks of receipt.

The deliverables and indicative time schedule is as follows:

No later than 2 (two) calendar months after the commencement of the assignment the consultant shall submit to the Client:-

- (i) All conceptual, architectural, elevation, profile, admeasurements, electrical & plumbing line drawings, and spot plans and plot layouts, Bills of Quantities, equipment lists, data sheets and specifications etc. as required for inclusion in each standard of bidding document package for works, supply & installation of plant & machinery, and goods & equipment and miscellaneous works.
- (ii) A plan and schedule for the sequencing of procurement of construction works, and supply and installation of plant & machinery, and goods & equipment including miscellaneous works.
- (iii) A construction management schedule for the facility construction, including but not necessarily limited to commencement of construction management phase, major construction, installation and equipment supply milestones, activity sequencing, construction closeout, post construction services, and final document handover.

For each sequential 30 (thirty) calendar day period from the commencement of construction management phase the consultant shall submit a monthly progress report including description of key issues, quality (incl. Quality Assurance materials testing summary results) and cost status, schedule status, inspection and site observations, and minutes of contractor(s) coordination meetings, as required. With the exception of the first report each subsequent report must be submitted no later than 45 (forty five) calendar days of the previous report.

Not later than 14 (fourteen) calendar days after construction closeout the consultant shall submit, in a format acceptable to the Client all construction completion certificates for works units, mechanical completion certificates supply and installation of plant & machinery, and acceptance certificates for goods and brought out equipment including miscellaneous works.

No later than 16 (sixteen) calendar months after commencement of the assignment the consultant shall submit (handover) the final documentation package (FDP) all construction management files for archiving and operating manuals.

11. DURATION

The successful consultant must be available to commence the services in one month. The estimated services provided under the proposed contract will be for a period of 2+12=14 (fourteen) calendar months. The estimated duration of each phase is given below:

- Pre-Construction Phase: 2 months
- Construction Phase: 12 (twelve) months
- Post Construction Phase (service provider): as per agreement

Project Deliverables

All reports documents prepared by the Consultants shall be professionally precise and objective. The report formats shall be finalized in consultation with the Employer. The consultant shall provide specified number of copies / sets of the following reports and / or documents to Employer, which may be varied as per requirement.

- a) Design Phase**
- i. Inception Report 03 Copies
 - ii. Site Survey and Investigation Report..... 03 Copies
 - iii. Draft Final Design Report..... 03 Copies
 - iv. Final Design Report 03 Copies
 - v. Revised PC-1 Document..... 10 Copies
 - vi. Economic Analysis Report..... 03 Copies
 - vii. Tender Documents (Condition of Contracts Package, Specification, Tender Drawings and Bill of Quantities - of each Contract 06 Copies
 - viii. Engineer's Estimate..... 02 Copies

Note: The electronic versions of all documents will be provided to employer.

- b) Pre-Construction Phase**
- i. Prequalification Documents of Contractors..... 20 Copies
 - ii. Pre-qualification Evaluation Report 03 Copies
 - iii. Bid Evaluation Report 03 Copies
- c) Construction Supervision Phase**
- i. Monthly Progress Report..... 03 Copies
- d) Post-Construction Supervision Phase**
- i. Project Completion Report(Upon Completion of DLP Period)... 03 Copies

3.0 GUIDELINES FOR PREPARATION OF PROPOSAL

3.1 GENERAL

Technical proposal evaluation will be carried out on the basis of the professional credentials of the applicants; understanding of project as well as the urban renewal process, services offered by them and expertise/experience relevant to the requirements for the proposed works

Final selection from amongst the prequalified Consultants would be made on the basis of the **Technical and Financial Proposal** now being requested. The client would like to appoint a Master Consultant who can offer the best possible services on in the fields of design, Project management / Supervision, coordination etc in order to ensure quality of development and its timely completion.

The consultants would be required to evolve a state of the art methodology and monitoring system to ensure highest professional manner in the execution of all related works.

3.2 TECHNICAL PROPOSAL

The Technical Proposal is to be submitted on company letter head duly signed & stamped.

The Technical Proposal would be evaluated on the basis of:

- Professional worth and standing of the firm in terms of the firm's experience.
- Experience, education / training of Key personnel with regard to revitalization of old towns.
- The conceptualization of project highlighting design and management understanding as well as capabilities of consultant.
- Case studies.
- Understanding of successful revitalization process.
- The proposed Methodology of the consultants elaborating their approach.
- Project Experience of the professionals in their respective fields.
- Professionals proposed to be deployed by the Consultants.
- Visual presentation of the prospective consultant's intended development / revitalization expressed in virtual walk through presentation and 3-D views of different improved streetscape as the consultant intends to develop.
- The team proposed by the consultant in the technical proposal would be considered a commitment by the Consultant in case of being appointed as the Project Consultant.
- During evaluation the Technical Proposal would be given 70% age.

3.3 FINANCIAL PROPOSAL

- Proposal is to be submitted on Company letterhead duly signed and stamped.
- The consultancy Fee is to be quoted in two phases. Phase 1 which includes design schematics, design development, preparation of design guidelines and all services mentioned above. While Phase 2 which is supervision and includes all services, mentioned explicitly or not, required to ensure execution of the scheme in the best possible manner, ensuring transparency, protection of the interests of the PA and adherence to the international engineering standards.

Fee for both components is to be quoted on percentage basis (of the engineering works).

- The Financial Proposal would be evaluated on the quoted Fees calculated cumulatively for both components of the Consultancy Services.

NOTE: For evaluation of RFP of current assignment Rs.931,923,978/- i.e. the amount of the project as per approved PC-I minus contingency, fees and incidental charges shall be taken as ESTIMATED COST OF THE PROJECT. THE CONSULTANCY FIRM IS REQUIRED TO OFFER HIS RATE AS PERCENTAGE OF THE WHOLE ASSIGNMENT. CONSULTANCY FIRM'S RATE OFFERED IN %AGE SHALL BE MULTIPLIED BY THIS ESTIMATED COST OF THE PROJECT TO CALCULATE HIS OFFERED RATE WHICH SHALL BE USED AS 30% WEIGHTAGE OF FINANCIAL PROPOSAL.

- During evaluation, the Financial Proposal would be given 30% weightage.

3.4 NOTES

- The client reserves the right to reject any all submitted proposals
- The cost of preparing the above proposals and negotiating the contract, including visits to the client are not reimbursable as a direct cost of the assignment.
- Incomplete proposal will not be entertained.
- If required under the law, the selected firm shall be required to register with the Pakistan Council of Architects and town planners, if not previously registered.
- The consultants shall be responsible for payment of all kind of taxes and duties as may be the case, with no liability on the part of the Client.
- All payments to the Consultants shall be made by the Client in Pak. Rupees
- Estimated time for completion design and phase one construction shall be 2+12 (two + twelve) months.

4.0 TECHNICAL PROPOSAL STANDARD FORMATS

4.1 GENERAL INFORMATION

Name of Firm

Year of establishment

Registration with Pakistan Engineering Council

Registration of Pakistan Council of Architects and Town Planners

4.2. PROFESSIONAL WORTH AND STANDING OF THE FIRM/ CONSORTIUM

List of engineering / architectural projects undertaken or inhand during last 20 years.

4.3 CONSTRUCTION MANAGEMENT & SUPERVISION STAFF

Consultants are requested to submit all relevant details of the personnel to be deployed at site as listed below including name, nationality, qualification, experience and parent company

5.0 FINANCIAL PROPOSAL STANDARD FORMAT

Prospective consultants are required to submit the Proposed Consultancy Fee for the Project in percentage of the of construction cost.

NOTES

- Consultants are requested to quote the Fee they propose for professional services an against the SCOPE OF SERVICES as mentioned above.
- This Fee is to be quoted as a percentage of the Cost of Engineering works of the Project. The percentage will be divided into 12 months for specific duration of work and which, if needed will be adjusted accordingly. The project Cost shall be the actual cost of Engineering works of the project. It will not include cost of land or machinery except where input of the consultant is obtained.
- For the purpose of running payments, the estimated cost of total project shall be taken as the cost subject to adjustment as per actual Cost. The Estimated Project Cost shall be prepared by the Consultants and duly approved by the Client.

NOTES:

- All rates shall be in Pak Rs. Rates to be inclusive of all overheads i.e utilities, communication, stationary, allied/misc costs etc. and taxes as prescribed under income tax ordinance.

Provision of office accommodation and transport for consultant's field staff will be the responsibility of the Consultancy Firm.

- During evaluation the financial proposal would be given 30% weightage.

IMPORTANT NOTE

Technical and Financial proposals are to be submitted separately in sealed envelopes.

6.0 Evaluation Criteria

6.1 Description of Weight age

- Technical Evaluation 70%
- Financial Evaluation 30%

6.2 Evaluation of Technical & Financial Proposals

6.2.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 60% marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

Please refer to Data Sheet for further details.

NOTE: For evaluation of RFP of current assignment Rs.931,923,978/- i.e. the amount of the project as per approved PC-I minus contingency, fees and incidental charges shall be taken as ESTIMATED COST OF THE PROJECT. THE CONSULTANCY FIRM IS REQUIRED TO OFFER HIS RATE AS PERCENTAGE OF THE WHOLE ASSIGNMENT. CONSULTANCY FIRM'S RATE OFFERED IN %AGE SHALL BE MULTIPLIED BY THIS ESTIMATED COST OF THE PROJECT TO CALCULATE HIS OFFERED RATE WHICH SHALL BE USED AS 30% WEIGHTAGE OF FINANCIAL PROPOSAL.

6.2.2 The scoring criteria to be used for evaluation shall be as given in the Data Sheet.

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, there under Rules 2010 amended 2013.
- (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 as listed in Clause 1, that is General Conditions and Special Conditions and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services of the consultant, 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 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/ 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
- (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 laws.

1.3 Language

The Contract shall be executed in language specified in 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 specified in special condition of the contract and, where the location of particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture of more than one individual firms, the Member hereby authorize an 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 Procuring Agency.

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 Procuring Agency 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 Laws as specified in SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

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

B. Integrity Pact

If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-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 1.9 B Sub-Para (a) and (c).

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 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 modifications and variations of the scope of Services, may only be made by written agreement between the Parties. However, each party shall give due consideration to any proposals for modifications or variations made by the other party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**
- 2.6.1 Termination by the Procuring Agency**
- The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f)

of this Clause GC 2.6.1. In such an occurrence the 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 Termination 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 Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- B Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- C If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- D If the Procuring Agency fails to comply with any final decision reached as 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.

2. 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 Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the Procuring Agency'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 Procuring Agency, 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 Procuring Agency, 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 Procuring Agency's prior approval in writing before taking any of the following actions:
- a entering into a subcontract for the performance of any part of the Services
 - b appointing such members of the Personnel not listed by name in the 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 interest Appendix) hereto, in the form, in the numbers and within the time period set for in the said Appendix.
 - b Final reports shall be delivered in CD ROM or any other form of soft copies as required by the PA in addition to the hard copies specified in the 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.).

3. 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 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 Procuring Agency.

4.2 Removal and/or Replacement of Personnel

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

- 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 Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions if 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 payable by the consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Procuring Agency 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** The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.3 Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.4 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is to be 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.

Special Conditions of Contract

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	<p>The addresses are: Procuring Agency: <u>Sindh Solid Waste Management Board, Bungalow No. 13 Al-Hamra Housing Society, Shaheed-e-Millat Road, Karachi.</u> Attention: <u>Managing Director, SSWMB</u> Telephone: <u>+92 21 9933 3704 -6</u> Facsimile: <u>+92 21 9933 3707</u> E-mail: <u>info@sswmb.gos.pk</u></p> <p>Consultant: _____ Attention: _____ Facsimile: _____ Telephone: _____ E-mail: _____</p>
1.5	The location is province of Sindh (Karachi).
1.6	The member in charge is _____
1.7	<p>The Authorized Representatives are: For the Procuring Agency: Managing Director, SSWMB For the Consultant: _____</p>
1.8	The Procuring Agency will deduct all applicable taxes at source without reimbursement.
2.1	The Effectiveness date is <u>(Date of Award of Contract)</u>
2.2	The date of commencement of services is <u>(As per Award of Contract)</u>
2.3	The time period shall be <u>(As per Award of Contract)</u>
3.4	<p>The risks and the coverage shall be as follows: NONE BY THE PROCURING AGENCY</p>

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 Procuring Agency.
5.1	<i>Not Applicable</i>
6.1	Performance security equal to 5% in form of pay order, demand draft or bank guarantee shall be submitted by the vendor.
6.3	The Contract price is: As per lowest evaluated bid and mentioned in the letter of <u><i>Award of Contract</i></u>
6.5	The payment schedule: <i>(Payment of installments shall be linked to the deliverables specified in the Terms of Reference – as per agreement)</i>
8.2	Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.

SECTION – 6
STANDARD FORMS OF CONTRACT

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 2.5 MILLION OR MORE**

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

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

Without limiting the generality of the foregoing, [name of Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with 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 Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

Name of Consultant:

Signature:
[Seal]

Signature:
[Seal]

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (hereinafter called the "Agreement")
made on the _____ day of _____ (month) _____ 20____
between

(hereafter called the "Procuring Agency") of the one part and

(hereafter called the "Contractor") of the other part.

WHEREAS the Procuring Agency is desirous that certain works, viz _____
should be executed by the Contractor and has accepted a bid by the Contractor for the
execution and completion of such works and the remedying of any defects therein.

NOW this Agreement witnesseth -- as follows:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents after incorporating addenda, if any, except those parts
relating to Instructions to bidders shall be deemed to form and be read and construed
as part of this Agreement, viz:

- (a) The Contract Agreement;
- (b) The Letter of Acceptance;
- (c) The completed Form of Bid;
- (d) Special Stipulations (Appendix-A to Bid);
- (e) The Special Conditions of Contract – Part II;
- (f) The General Conditions – Part I;
- (g) The priced Bill of Quantities (Appendix-D to Bid);
- (h) The completed Appendices to Bid (B, C, E to L);
- (i) The Drawings;
- (j) The Specifications.
- (k) _____ (any other)

3. In consideration of the payments to be made by the procuring agency to the
Contractor as hereinafter mentioned, the Contractor hereby covenants with the
procuring agency to execute and complete the works and remedy defects therein
in conformity and in all respects with the provisions of the contract.

4. Procuring agency hereby covenants to pay the contractor, in consideration of the
execution and completion of the works as per provisions of the contract, the
contract Price or such other sum as may become payable under the provisions of
the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first before written in accordance with their respective laws.

Signature of the Contactor

Signature of Procuring Agency

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)