

MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY, JAMSHORO

ISO – 9001:2015 CERTIFIED



REQUEST FOR PROPOSAL (RFP) DOCUMENT

Request for Proposals for hiring Consultants for preparation of Architectural & Engineering Design for the Buildings to be constructed against development schemes titled, “Construction of Boys & Girls Hostels, Faculty Residences and Sports Facilities at MUET, Jamshoro” funded by Govt. of Sindh.

Document Issued to M/s _____

Dated: _____

**Office of the
Director (Works & Strategic Planning),
MUET, Jamshoro – Sindh.**

Table of Contents	Page #
REQUEST FOR PROPOSAL.....	3
Letter of Invitation (IOI).....	5
Scope of Works for preparation of Drawings	6
Terms of Reference (TORs).....	7
Technical Proposal Evaluation Criteria.....	13
Bidding Data Sheet	19
APPENDIX-I (Technical Proposal Forms)	22
Form-1.....	23
Form-2.....	24
Form 3.....	25
Form-4.....	26
Form-5.....	27
Form-6.....	28
Form-7.....	29
Form-8.....	30
Form-9.....	31
Form-10.....	33
Form-11.....	35
Form-12.....	36
APPENDIX-II (Financial Proposal Forms).....	37
Financial Proposal Form	38
General Condition of Contract.....	52
Commencement, completion, Modification and Termination of Contract	54
Special Condition of Contract	61
Schedule of Activities and Reporting Requirements	65
Integrity Pact.....	69

REQUEST FOR PROPOSAL

Country: Pakistan

Province: Sindh

District: Jamshoro

Project Name: Hiring of Consultants for preparation of Architectural & Engineering Design for the Buildings to be constructed against scheme titled, "Construction of Boys & Girls Hostels, Faculty Residences and Sports Facilities at MUET, Jamshoro" funded by Govt. of Sindh.

DEFINITIONS:

- i. "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- ii. "Client" means Mehran University of Engineering & Technology or its Representative with which the selected Consultant signs the Contract for the Services;
- iii. "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract;
- iv. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices;
- v. "Contract Price" means the price to be paid for the performance of the Services;
- vi. "Effective Date" means the date on which this Contract comes into force
- vii. "GC" means these General Conditions of Contract;
- viii. "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions;
- ix. "Day" means calendar day.
- x. "Government" means the Government of the Islamic Republic of Pakistan / Govt. of Sindh;

- xi. "Local Currency" means the currency of the Islamic Republic of Pakistan;
- xii. "Instructions to Consultants" means the document which provides all information needed to prepare their Proposals;
- xiii. "Consortium" means the Consulting Firm comprised of a group of firms/ companies. The Lead Firm shall represent and bind all Consultant of the Consortium in all matters connected with the Project, including submission of RFP on behalf of the Consortium;
- xiv. "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof;
- xv. "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- xvi. "Proposal" means a technical proposal or a financial proposal, or both;
- xvii. "QCBS" means Quality- and Cost-Based Selection;
- xviii. "RFP" means this Request for Proposal;
- xix. "Project" means the work specified in SC for which engineering consultancy services are desired.
- xx. "Services" means the work to be performed pursuant to the Contract;
- xxi. "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment;
- xxii. HEI's means Higher Education Institutions;

LETTER OF INVITATION (LOI)



**DEPUTY DIRECTOR
(Procurement)**

MEHRAN UNIVERSITY OF ENGINEERING & TECHNOLOGY,

JAMSHORO - 76062, SINDH, PAKISTAN

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**ISO-9001:2015
Certified**

No. & Dated: DD(Proc.)/MUET/JAM/-201, 31-10-2022

REQUEST FOR PROPOSAL (RFP)

Mehran University of Engineering & Technology, Jamshoro invites applications from well reputed Consultancy Firms registered with Pakistan Engineering Council (PEC) and Pakistan Council of Architects and Town Planner (PCATP) for **HIRING CONSULTANTS FOR PREPARATION OF ARCHITECTURAL & ENGINEERING DESIGN FOR THE BUILDINGS TO BE CONSTRUCTED AGAINST SCHEME TITLED, "CONSTRUCTION OF BOYS & GIRLS HOSTELS, FACULTY RESIDENCES AND SPORTS FACILITIES AT MUET, JAMSHORO" FUNDED BY GOVT. OF SINDH.**

RFP documents can be obtained from the office of Deputy Director (Procurement), at the address given below from **07-11-2022 to 23-11-2022** during office hours (08:00 am to 03:00 pm) (or can be downloaded from SPPRA website i.e. <https://ppms.ppraisindh.gov.pk/PPMS/> and University website www.muett.edu.pk/tenders-notice on the payment of **Rs. 5000/-** (non-refundable) on any working day except the day of opening of tenders through pay order in favor of Deputy Director (Procurement), Mehran University of Engineering & Technology, Jamshoro.

- Bid Security equivalent to 2% of total contract value in the form of Pay Order / Call Deposit in favor of Deputy Director (Procurement), Mehran University of Engineering & Technology, Jamshoro shall be obtained from the bidders.
- Performance Security equivalent to 5% of total contract value in the form of Pay Order / Call Deposit in favor of Deputy Director (Procurement), Mehran University of Engineering & Technology, Jamshoro shall be obtained from the successful bidder.
- The firm will be selected based on "Quality and Cost Based Selection (QCBS)" under procedures described in this Request for Proposals document (RFP)", in accordance with Rule-72 (3) of SPPRA Rules 2010 (Amended 2019), Govt. of Sindh.
- Sealed bids will be submitted till **11.30 am on 24-11-2022** in the office of the Deputy Director (Procurement), MUET, Jamshoro, at the address given below and technical bids will be opened on the same day at **12:00 (Noon)** in the presence of representatives of participating firms and Consultant Selection Committee (CSC) of the University.

Mehran University of Engineering & Technology reserves the right to reject any or all bids subject to relevant provisions of SPP Rule, 2010 (amended 2019) and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25" of said Rules.

Sd/-

Deputy Director (Procurement),
Mehran University of Engg. & Tech. Jamshoro,
Phone No. 022-2109010 Fax: 022-2771403
Email: nadeem.soomro@admin.muett.edu.pk

Scope for works for preparation of Architectural & Engineering Design for the Buildings to be constructed against scheme titled, “Construction of Boys & Girls Hostels, Faculty Residences and Sports Facilities at MUET, Jamshoro” funded by Govt. of Sindh

Following shall be the deliverables of the consultant:

Sr. No.	Name of Structure	Qty.	Unit
1- 150 Boys Student Hostel (01 No) 30000 sft			
i-	Construction of building for 150 Boys Students Hostel (<i>Structural, Architectural, Electrical, Plumbing, Networking Drawings & Designs</i>)	30,000	Sft.
ii-	Boundary Wall (<i>Structural & Architectural Drawings & Designs</i>)	2,000	Rft.
2- 75 Girls Student Hostel (01 No) 18440 sft			
i-	Construction of building for 75 Girls Students Hostel (<i>Structural, Architectural, Electrical, Plumbing, Networking Drawings & Designs</i>)	18,440	Sft.
ii-	Boundary Wall (<i>Structural & Architectural Drawings & Designs</i>)	1,660	Rft.
3- Studio Type Apartment for Senior Staff (20 Units)			
i-	Construction of Studio Type Apartment for Senior Staff (20 Units) (<i>Structural, Architectural, Electrical, Plumbing, Networking Drawings & Designs</i>)	9,750	Sft.
ii-	Boundary Wall (<i>Structural & Architectural Drawings & Designs</i>)	2,500	Rft.
4- Squash Courts with Spectator Gallery (02 Nos)			
i-	Construction of Squash Courts with Spectator Gallery & Allied facilities (<i>Structural, Architectural, Electrical, Plumbing, Networking Drawings & Designs</i>)	2900	Sft
5- Car Parking for proposed buildings			
i-	Car Parking area (Shades, Pavers, Leveling & Dressing etc) (<i>Structural, Architectural Drawings & Designs etc</i>)	2900	Sft

Terms of Reference (TORs)

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

Part-A Preliminary Design & Planning

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

Part-B Topographic survey

To conduct topographic Survey and demarcation of site.

Part-C Sub-Soil Investigation

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

Part-D Design of Infrastructural and Building Works

1. Preparation of Detailed / Engineer's cost estimates and assist client in obtaining their technical sanction from the quarter concerned.
2. Preparation of detailed architectural and engineering design & drawings of building, fixing details of different systems including gas supply, water supply sewerage system, disposal works, electrical system, voice & data and networking etc of the entire complex.
3. Prepare drawings and assist client in getting these approved from relevant agencies.

Part-E Bidding Documents and Award of contract

1. Preparation of detailed tender documents including detailed construction drawings viz Architectural, Structural, Electrical, Networking, Plumbing & furniture layouts, Specifications, Bill of Quantities and cost estimates based on existing schedule of rates and market rates which are not covered in Schedule of Rates.
2. Preparation of detailed construction drawings and providing at least 10 copies of the final sets of such drawings to the Client.
3. Provide assistance to the Client in pre-qualification/selection of contractor (s) and arrange relevant services leading to the award of Contract.

Part-F Development of Forms

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

Name & Address of Consultant: _____

INTRODUCTION:

- 1.1. You are hereby invited to submit a technical and a financial proposal for Consultancy Services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft. Copy of contract is enclosed with the RFP documents.
- 1.2. A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3. The Client (**Mehran University of Engineering & Technology / its Representative**) has been entrusted the duty to implement the Project as Executing Agency by the Govt. of Sindh and funds have been approved under provincial ADP funded development project titled, **“Construction of Boys & Girls Hostels, Faculty Residences and Sports Facilities at MUET, Jamshoro”** for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is being issued.
- 1.4. To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the client and project site before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.5. Please note that:
 - 1.5.1. The cost of preparing the proposal and of negotiating the contract, including a visit to the Client and site, are not reimbursable as a direct cost of the Assignment; and
 - 1.5.2. The Client is not bound to accept any of the proposals submitted.
- 1.6. We wish to remind you that in order to avoid conflicts of interest:
 - 1.6.1. Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation there of resulting from or associated with the project of which this Assignment forms a part; and
 - 1.6.2. Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.
- 1.7. Please note that:

- 1.7.1. In-complete and late proposals will not be entertained. Further information / clarification about the assignment & documents may be obtained from the Project's focal person office.
- 1.7.2. Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.
- 1.7.3. The Mehran University / its Representative reserves the right to cancel the process at any stage and reject any or all the proposal thereof, having valid reasons and without being liable for any claim/compensation of any nature whatsoever.

2. DOCUMENTS:

To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet which is mandatory.

Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Ten (10) days before the proposal submission date. Any request for clarification in writing, or by cable, electronic mail or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, electronic mail or telefax to such requests and copies of the response shall be sent to all invited Engineering Consultancy Firms.

At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, electronic mail or telefax to all invited Consulting firms, and it will be binding upon them. The Client may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL:

- 3.1. You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language.

Technical Proposal:

- 3.2. In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and shall result in rejection of your proposal.
- 3.3. During preparation of the technical proposal, you must give particular attention to the following:
- 3.4. The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.

- 3.5. Mandatory Documents to be attached with technical proposal are as under;
- a. Valid / Active National Tax Number of consultant(s).
 - b. Year of establishment supported by certificate from the Registrar of Firms / SECP.
 - c. Valid Registration Certificate by Pakistan Engineering Council (PEC) with minimum five (05) years post registration working experience.
 - d. A certificate / affidavit that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.
 - e. A certificate / affidavit that the firm has not been involved in any litigation with any university/ Government / Autonomous / International Body.
 - f. Valid Certificate of Registration with Sindh Revenue Board (SRB).
 - g. Annual Audit Statement of Accounts of last three (03) years.
 - h. Annual Turn of Accounts of minimum Rs. 10 Million for last three (03) years (as reflected on Banks Statements)
 - i. Registration evidence / certificate in case of Joint Venture (JV)
 - j. Power of Attorney of lead firm in case of JV

Note: Provision of the above documents is mandatory, in case of failure the firm/JV would not be considered for detailed evaluation.

Financial Proposal:

- 3.6. The financial proposal should include all the costs associated with the Assignment. These normally covers remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be in local costs. Your financial proposal should be prepared using the formats attached as **Appendix-II**; else the proposal of applicant firm will be rejected.
- 3.7. The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.
- 3.8. Costs shall be expressed in Pak Rs. Inclusive of all taxes.
- 3.9. All the prevailing applicable Provincial and federal Govt. taxes will be deducted from the consultancy Fees. The proposal should be submitted inclusive of all prevailing taxes.

4. SUBMISSION OF PROPOSALS:

- 4.1. You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. The proposal shall be in book binding form, properly page numbered (Loose, Ring and spring binding not acceptable). Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

- 4.2. In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 4.3. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.4. The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.5. The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client and Consultant shall make their best effort to complete negotiations at the location stated in the Data Sheet within this period.
- 4.6. In case of sudden holiday on bid opening day, bid will be opened on next working day.

5. PROPOSAL EVALUATION:

Method for selection of consultant as per SPPRA Rule 72 (3).

Quality & Cost based Selection Method

5.1. Technical Score weightage: 70%

Financial Score Weightage: 30%

TECHNICAL SCORE WEIGHTAGE

SN	Component	Weightage
1	Relevant Experience	60
2	Key Personnel	30
3	Financial Capability	10
Total		100

The evaluation of consultants shall be as carried out as under;

SN	Criteria	Weightage
1	Experience of the Firm/ Joint Venture	60 points
i.	Similar projects (development work in HEIs)	70% of 60 points (42 points)
ii.	General Project completed or in hand	30% of 60 points (18 points)
2	Quality of Core Team of the Firm/ Joint Venture: the core team may comprise of Team Leader, Senior Structural Engineer, Senior Architect, Civil Engineer, Resident Engineer, Electrical Engineer, Geo-Technical Engineer, Networking Engineer etc. (for details refer Page No. 15)	30 points
3.	Financial Capability of Firm / Joint Venture	10 points
	Total	100 points

Technical Proposal Evaluation Criteria:

Technical Proposal:

- 5.2. The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the below table & annexed technical proposal forms as under. Each responsive proposal shall be attributed a technical score (St). There are four essential elements for judging the capability of any firm to perform credibly on a given project. These are its previous experience on similar & general projects, its professional staff having the specific expertise to meet its obligations during the assignment & approach/methodology of consultant and its financial capability. The weightage of the respective component shall be as under;
- 5.3. The firms obtaining 70% & above marks in technical evaluation will technically qualify and be called for financial proposal opening only, whereas the financial proposals of the firms obtaining less marks than 70% will be returned unopened.

a. Evaluation of the Experience of Firm.

The experience of firm shall be considered under two heads i.e. Similar Experience and General Experience. A maximum of 10 similar assignments (Developmental Works of Higher Education Institutions / Universities only) of worth Rs. 500 Millions with the similar services.

Number of Projects	Weightage	Marks
3-5	20%	8
6-7	40%	17
8-9	70%	29
10	100%	42

Whereas; for General Experience, 10 general development projects (other than development works of Higher Education Institutions) of worth Rs. 500 Millions with similar services

Number of Projects	Weightage	Marks
3-5	20%	4
6-7	40%	7
8-9	70%	13
10	100%	18

b. Evaluation of Quality of Staff: (Total 30 Marks)

Nominated experts shall be evaluated on the basis of the following qualification as demonstrated in their C.V's.

Technical & Support Staff:

S.No.	Name of Post	Nos.	Qualification and Experience	Assigned Marks
	Technical Staff			26
i.	Chief Architect	1	BS- (Arch) or equivalent with minimum 10 years' experience (5 years in the same firm)	4
ii.	Architects	1	BS- (Arch) or equivalent with minimum 05 years' experience.	3
iii.	Electrical Engineer	1	B.E/BS (Elect) with 05 years' experience	3
iv.	Civil Engineer	1	B.E/BS (Civil) with 05 years' experience	3
v.	Structural Engineer	1	M.E (Structure) with 05 years' experience.	4
vi.	Geo-Technical Engineer	1	M.S/M.E (Geotechnical) with 3 – 5 years' experience	4
vii.	I.T. Engineer	1	M.S / M.E (IT/networking) with 05 years' relevant experience	3
viii.	CAD Operator	2	05 years' relevant experience	2
	Supporting Staff			04
i.	Office Manager	1	Graduation with 5 years' relevant experience	1
ii.	Accounts Manager	1	Graduation with 5 years' relevant experience	1
iii.	Office Assistant	1	Graduation with 5 years' relevant experience	1
iv.	Other Staff	1	Graduation with 5 years' relevant experience	1

c. Evaluation of Financial Capability.

Financial capability of firm shall be evaluated based on the following qualification:

i	Annual Turnover of 30 Million or above for last three (03) years	100 %	10 Marks
ii	Annual Turnover of 20 Million or above for last three (03) years	75%	7.5 Marks
iii	Annual Turnover of 10 Million or above for last three (03) years	50%	5 Marks

1. Interpretation & Final Determination

The interpretation and final determination of any matter relating to the RFP and all enclosed Documents, Sections, Annexure, Compliance Documents etc. as well as any additional or supplementary information required by MUET, will be at MUET's sole discretion which shall be final and binding on the Consulting Firms.

5.4. Technical Proposal Evaluation Criteria:

Mandatory Requirements:

S. No.	Criteria	Form Type
1	RELEVANT EXPERIENCE	
i	Transmittal Letter	Form-1
ii	Registration of Firm with Professional Body i.e. PEC and PCATP with minimum 5 years post registration working experience (MANDATORY)	
iii	National Tax Number (Certificate) (MANDATORY)	
iv	Sindh Revenue Board Tax Number (Certificate) (MANDATORY)	
v	Pre-qualification certificates / letter with Government/Autonomous bodies/Private Entities	
vi	Summary of Similar Projects (HEI/University) completed by Consulting firm / Joint Venture	Form-2
vii	Detail of Similar Projects (HEI/University) Executed by the Consulting Firm/ Joint Venture	Form-3
viii	Summary of General Projects completed by Consulting firm / JOINT VENTURE	Form-4
ix	Detail of General Project Executed by the Consulting Firm/ Joint Venture	Form-5
x	Description of Approach, Methodology and Work Plan for Performing the Assignment	Form-6
xi	Photographs of the Projects	
xii	Forming of Consortium Document (MOU or Agreement) (MANDATORY)	
xiii	List of projects jointly completed by the firms in case of a Joint Venture (if any) (MANDATORY), detail to be furnished on pattern as mentioned in Form-2, Form-3, Form-4 and Form-5.	
xiv	Affidavit that firm is not blacklisted (MANDATORY)	
2	KEY PERSONNEL	
i	Summary of Principle Staff working with Firm for the last 6 months	Form-7
ii	Detailed CVs of Principal Staff	Form-8
iii	Power of Attorney in case of Consortium/ Joint Venture (MANDATORY)	Form-9
iv	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PA (Procurement Authority). A - On the Terms of Reference B - On Counterpart Staff and Facilities	Form-10
v	Staffing Schedule	Form-11
vi	Work Plan/Activity Schedule	Form-12
3	FINANCIAL CAPABILITIES	
i	Annual Turnover of Accounts (Bank Statement) (Last 5 Years) (MANDATORY)	
ii	Audited Statement of Account and Turnover (Last 5 Years) (MANDATORY)	

Note: Qualifying Marks: 70/100

Financial Proposal Evaluation Criteria:

For Quality Cost Based Selection

5.5. The financial proposals of the technically qualified consulting firms will be opened after technical evaluation in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms. The date & time for opening of financial proposals of the firms will be intimated later on.

5.6. The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (F_m) of consultant firms among the applicant shall be given a financial score (S_f) of 100 points. The financial scores of the proposals shall be computed as follows:

$$S_f = \frac{100 \times F_m}{F}$$

(F = amount of specific financial proposal of consultant firms)

5.7. Proposals, in the quality cost based selection shall finally 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; and $T+P=1$) indicated in the Data Sheet:

$$S = S_t \times T \% + S_f \times P \%$$

5.8. Firm obtaining max total score after combining technical & financial scores will be selected for negotiation & award of work.

6. NEGOTIATION (As per Rule-79 of SPPRA Rules 2010):

Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.

Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial draft contract by the conclusion of negotiations.

Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, and periods in the field and in the home office, staff months, logistics and reporting.

Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health. The substitutes shall be approved by the client.

The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

7. AWARD OF CONTRACT:

The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.

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

8. CONFIRMATION OF RECEIPT:

Please inform the Client by courier or any other means:

- i. That you received the letter of invitation;
- ii. Whether you will submit a proposal; and
- iii. If you plan to submit a proposal, when and how you will transmit it.

BIDDING DATA SHEET

1	<p>Name of the Assignment is:</p> <p>Request for Proposal for hiring Consultants for preparation of Architectural & Engineering Design for the Buildings to be constructed against development schemes titled, “Construction of Boys & Girls Hostels, Faculty Residences and Sports Facilities at MUET, Jamshoro” funded by Govt. of Sindh.</p> <p>Estimated Budget Rs. 372.070 (M)</p> <p>Bid Security: 2%</p> <p>Performance Security: 5%</p> <p>The Name of the PA’s official (s): Saghir Ahmed Memon, Director (Works & Strategic Planning)</p> <p>Address: Mehran University of Engineering & Technology, Jamshoro.</p> <p>Telephone: +92 222 771311 Facsimile: +92 222 771403</p> <p>E-mail: saghir.memon@admin.muuet.edu.pk</p>
2	<p>The method of selection is: Quality and Cost Based Selection (QCBS)</p> <p>The Edition of the Guidelines is: SPPRA RFP Document for Selection of Consultants 2022</p>
3	<p>Financial Proposal to be submitted together with Technical Proposal: YES (Two envelope procedure & percentage cost basis)</p>
4	<p>The PA will provide the following inputs and facilities:</p> <p>MUET would facilitate provision of all available data and reports with the Government of Pakistan. MUET, Jamshoro, Sindh and its Ministries, Departments or Agencies will give the consultants access to all available data relevant to their task as per Government Rules.</p> <p>All available relevant documents in physical and / electronic form, clearances for access to project sites, assistance in contacting and liaising with government officials and agencies, suitable designated counterpart, or liaison staff, and support in obtaining working permits, or any other relevant government clearances, but no routine administrative support, office space, local transportation, equipment, data collection and processing, or other services.</p>
5	<p>The Proposal submission address is: Office of the Director (Works & Strategic Planning), Mehran University of Engineering & Technology, Jamshoro, Sindh, Pakistan.</p> <p>Proposals must be submitted no later than the following date and time: _____ upto _____ (A.M)</p>
6	<p>Expected date for commencement of consulting services: 2022 - 2023</p> <p>@ Main Campus of MUET, Jamshoro.</p>

7	Proposals must remain valid for Ninety (90) days after submission date.
8	<p>Clarifications may be requested not later than Five (05) days before the submission date.</p> <p>The address for requesting clarifications is: Director (Works & Strategic Planning)</p> <p>Facsimile: +92 222 771403 E-mail: saghir.memon@admin.muet.edu.pk,</p>
9	The Proposals shall be submitted in the following language: ENGLISH
10	Shortlisted Consultants may associate with other shortlisted Consultants: NO
11	<p>The estimated number of professional staff-months required for the assignment is: The assignment shall have essence of time.</p> <p>or:</p> <p>The available budget is: _____ [In the case of Selection under a Fixed Budget (FBS), select the following sentence] The Financial Proposal shall not exceed the available budget of: _____</p>
12	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
13	Training is a specific component of this assignment: No
14	<p>Applicable reimbursable expenses shall be as follows with the approval of client:</p> <p>(1) Cost of investigations and surveys as per actual.</p> <p>(2) Cost of such further items required for purposes of the Services not covered in the agreement.</p> <p>(3) Cost on account of modifications and variations of documents as per actual.</p>
15	<p>Amounts under the contract to be subject to:</p> <p>Direct or Indirect Taxes payable by the Consultants: YES</p> <p>Consultants shall be subject to all applicable taxes in accordance with the Islamic Republic of Pakistan legislation, and the client will deduct such taxes at source.</p>
16	Consultants to state all costs in the national currency: YES
17	Consultant must submit the original and Two (02) copies of the Technical Proposal, and One (01) copy of the Financial Proposal.

18	TECHNICAL EVALUATION CRITERIA		
	SN	Criteria	Weightage
	1.	Experience of the Firm/ Joint Venture	60 points
		Similar projects (development work in HEIs)	70% of 60 points (42 points)
		General Project completed or in hand	30% of 60 points (18 points)
	2.	Quality of Core Team of the Firm/ Joint Venture (the core team may comprise of Chief architect, senior Civil and structural engineers, electrical engineering, data/network engineer and supporting staff etc).	30 points
	3.	Financial Capability	10 points
		Total	100 points
	<p>The qualifying marks shall be 70/100.</p> <p>Technical Bids will be evaluated on the basis of above criteria and Financial Bids of only those bidders will be opened who have technically qualified.</p>		
19	<p>All adopted sub-criteria should be specified in the RFP. The points allocated to each of the sub-criteria under “qualifications and competence of key staff” must be indicated in the RFP.</p> <p>Remuneration Type: Percentage Basis</p>		
20	Expected date and address for contract negotiations: 2022 - 2023		
21	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee @ 5% of contract value.		
22	Consultants undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs. 2.500 million.		

APPENDIX-I
TECHNICAL PROPOSAL FORMS

Transmittal letter

The Director (Works & Strategic Planning),
Mehran University of
Engineering & Technology, Jamshoro.

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

INFORMATION FORM

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

Yours truly,

Name of Authorized Representative

Position :

Date :

Summary of HEI's / Universities Projects

A maximum of **10** similar assignments (developmental works of HEI's) worth amount more than Rs.500 million, which are completed by the Consulting Firm/Joint Venture partners in the last ten years (*Not more than 5 ongoing projects will be considered*)

SN	Name of the Project	Location Province/ Country	Client & Contact No.	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Handled as: Single Firm/: S Lead Firm/: L Joint Venture :J Partner	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of JV)	Scope of Services Feasibility : F Survey: S Quality Control: Q Design : D Construction Supervision : C	Additional Information (if any)

Completion certificates of completed and performance certificate of ongoing project be provided duly signed by the authorized person of the clients.

Mehran University of Engineering and Technology, Jamshoro has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback; no weightage/credit shall be given for that assignment. In case of negative feedback from 2 or more clients, may to disqualify the consulting firm/JV.

DETAIL OF FIRM'S REFERENCE

Relevant experience of HEI's/ Universities only in similar projects of worth Rs. 500 million each carried outing the last Ten (10) years which best illustrate specific qualifications

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

1. Assignment Name:		2. Country:
3. Nature of Contract - On man-month basis - On lump sum basis		
4. Location within Specific Country:		5. Professional Staff provided by your Firm:
6. Name of Client:		7. No. of Staff:
8. Address of Client:		9. No. of Staff Months:
10. Start Date (Month/Year):	11. Completion Date (Month/Year):	12. Approx. Value of Services.
13. Name of Associated Firm(s), if any:		14. No. of Months of Professional Staff provided by Associated Firm(s):
15. Name of Senior Staff (Project Director/Coordinator, Team Leader, Architect, Structural Engineer etc.) and Supervision staff (including Resident Engineer, Site Engineer, Quantity surveyor, Sub Engineer) involved and functions performed:		
16. Narrative Description of Project :		
17. Description of Actual Services Provided by Your Staff:		

Signatures of Authorized Representative _____

SUMMARY OF GENERAL WORK ASSIGNMENTS (OTHER THAN HEI'S UNIVERSITIES)

A maximum of **10** general assignments (other than developmental works of HEI's) worth amount of more than Rs. 500 million, which are completed by the Consulting Firm/Joint Venture partners in the last ten years (*Not more than 5 ongoing projects will be considered*)

SN	Name of the Project	Location Province/ Country	Client & Contact No.	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Handled as: Single Firm/: S Lead Firm/: L Joint Venture :J Partner	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of JV)	Scope of Services Feasibility : F Survey: S Quality Control: Q Design : D Construction Supervision :C	Additional Information (if any)

Completion certificates of completed and performance certificate of ongoing project be provided duly signed by the authorized person of the client(s).

Mehran University of Engineering and Technology, Jamshoro has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weightage/credit shall be given for that assignment. In case of negative feedback from 2 or more clients, may to disqualify the consulting firm/JV.

DETAIL OF FIRM'S EXPERIENCE

Relevant experience in general projects of worth Rs. 500 million each carried outing the last Ten (10) years which best illustrate specific qualifications

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

1. Assignment Name:		2. Country:	
3. Nature of Contract - On man-month basis - On lump sum basis			
4. Location within Specific Country:		5. Professional Staff provided by your Firm:	
6. Name of Client:		7. No. of Staff:	
8. Address of Client:		9. No. of Staff Months:	
10. Start Date (Month/Year):	11. Completion Date (Month/Year):	12. Approx. Value of Services (in Current USD/Rs.)	
13. Name of Associated Firm(s), if any:		14. No. of Months of Professional Staff provided by Associated Firm(s):	
15. Name of Senior Staff (Project Director/Coordinator, Team Leader, Architect, Structural Engineer etc.) involved and functions performed:			
16. Narrative Description of Project :			
17. Description of Actual Services Provided by Your Staff:			

Signatures of Authorized Representative _____

**CONSULTANTS WRITTEN MATERIAL ON UNDERSTANDING OF THE
OBJECTIVES OF THE ASSIGNMENT, APPROACH AND METHODOLOGY,
PROPOSED FOR PERFORMING THE ASSIGNMENT FOR: -**

- (1) Detailed Design of Buildings**
- (2) Documentation (Bidding Documents)**
- (3)** *[Conceptual Design of buildings, Master plan layout, technical approach, and methodology and work plan are key components of the Technical Proposal. Consultants are suggested to present the Technical Proposal divided into the following chapters]*
 - (a) Technical Approach & Methodology*
 - (b) Conceptual Design / Work Plan, and*
 - (c) Organization and Staffing*

(a) Technical Approach and Methodology

The written material on Approach and Methodology is the reflection of the consultants' knowledge, experience and expertise in relevant field. Technical approach & methodology should clearly deliberate the consultant's line of action to perform the specific job as per given scope of work.

The Consultants Methodology may include other parameters and innovativeness as to how the Consultants intend to address the issues with the state of the art technology, if they are considered for the award of the work.

(b) Conceptual Design / Work Plan

In this Chapter Consultants should submit the conceptual design of buildings and basic Master Plan suggestion for Clients' review and numbering. The proposed Work Plan should be consistent with technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of final documents, including reports, drawings and tables to be delivered as final output, should be included here.

(c) Organization and Staffing

In this Chapter Consultants should propose the structure and composition of team. Consultants should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Summary of Proposed key Professionals

SN	Description	Chief Architect		Structural Engr.		Civil Engineer		Electrical Engineer		Geo-Technical Engineer		Architect		IT Manager/ Engineer		CAD Operator		CAD Operator		Supporting Staff (Attached details)	
		Name		Name		Name		Name		Name		Name		Name		Name		Name		Name	
A	Academic & General Qualification																				
	a. Bachelors (Specific Discipline)	Yes/No		Yes/No		Yes/No		Yes/No		Yes/No		Yes/No		Yes/No		Yes/No		Yes/No		Yes/No	
	b. Masters (Specific Discipline)	Yes/No		Yes/No		Yes/No		Yes/No		Yes/No		Yes/No		Yes/No		Yes/No		Yes/No		Yes/No	
B	Professional Exp. Related to Assignment																				
B-1	Specific																				
	a. Experience in Lead Position	Yrs		Yrs		N/A		N/A		N/A		N/A		N/A		N/A		N/A		N/A	
	b. Experience as senior professional	Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs	
	c. Experience as Junior Professional	Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs	
B-2	Total Experience	Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs		Yrs	

FORMAT OF CURRICULUM VITAE

1. The Discipline/ Expertise :
2. Name of the Firm :
3. Name of Nominee :
4. Date of Birth :
5. Years with the Firm :
6. Nationality :
7. PEC Registration/
Membership No. :
8. Key Qualifications : (Provide an outline of the nominee's
experience)
9. Academic Qualification :
10. Employment Record :
11. Languages and
Degree of
Proficiency : (In speaking, reading and writing as
Excellent-Good-Fair-Poor)
12. Certification I, the undersigned, certify that, to the best of my knowledge and
belief, these bio-data correctly describes myself, my
qualifications and my experience.

Signature:

Dated:

Power of Attorney

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

Instructions for Consulting Firm

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

KNOW BY ALL MEAN THAT by this Power of Attorney, _____ [*Insert name of Consortium firm*] having its registered office at [-----], does hereby nominate, appoint and authorize __[the Lead Firm] having its registered Head Office at (___) hereinafter referred to as the

“Attorney”, to:

- sign and submit to Mehran University of Engineering and Technology, Jamshoro or its authorized nominee the EOI and all other documents and instruments required to submit EOI for Consultancy service for feasibility studies, Surveys & Investigation preparation of tender design, tender documents, Detail Design and construction supervision.;
- execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- do and carry out all other actions as may be required by Mehran University of Engineering and Technology, Jamshoro connection with the Consultancy Services for preparation of Architectural & Engineering Design for the Buildings to be constructed against development schemes titled, “Construction of Boys & Girls Hostels, Faculty Residences and Sports Facilities at MUET, Jamshoro” funded by Govt. of Sindh;
- to immediately notify Mehran University of Engineering and Technology, Jamshoro in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

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

WITNESSES:

1. _____

2. _____

[DEPONENT]

For:

NOTARY PUBLIC:

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE
AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED
BY THE PA**

A – On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

STAFFING SCHEDULE

Form - 11

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

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

Full time input Part time input

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Plan from date of assignment (in the form of a Bar Chart)																													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

APPENDIX-II

FINANCIAL PROPOSAL FORMS

FINANCIAL PROPOSAL FORM

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

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

Note: The bills of the consultants shall be worked-out / paid on the cost of best evaluated bidders / Most Advantageous Bids of successful bidders as under:

1. 20% on Schematic Design Phase
2. 20% on Design Development of Project Phase
3. 60% on Construction Documents Phase

Director (W&SP)

Consultant

Important Note:

- i. Payments are subjected to availability of funds from funding agency.
- ii. The quoted rate lump-sum cost includes all Salary, direct or indirect Cost, technical support of other resources, (Non-Salary Cost, overheads & Contingencies, Govt. taxes etc.) & there will be no additional payment admissible on part of the client.
- iii. Supervision charges will be paid on the basis of Physical progress at the site duly supported by progress report as per schedule and agreement.
- iv. 10 % of each payment shall be retained until successful completion of defect liability period of the project. The retained amount shall be released after Consultants issues defect liability certificate, as built drawings in (AutoCAD, PDF and hard form) and final structures safety/ stability certificates.
- v. No payment will be made to the consultants regarding increase in completion cost due to the variation in quantities occurring due to miscalculation of quantities / incorrect estimation by the consultants.
- vi. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any).
- vii. Above quoted rates should be inclusive of all applicable government taxes which will be recovered at source at the time of making payment.
- viii. If a design and drawing of a building is totally a ditto copy of any other building then the consultant will be paid half of the cost of detail designing and documentation fee of the project as replica charges

Authorized

Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Stamp/Seal:

Section 4. Financial Proposal - Standard Forms

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

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

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

Form FIN-1. Financial Proposal Submission Form	41
Form FIN-2. Summary of Costs	42
Form FIN-3. Breakdown of Costs by Activity1	43
Form FIN-4. Breakdown of Remuneration1	44
Form FIN-4. Breakdown of Remuneration1	45
Form FIN-5. Breakdown of Reimbursable Expenses1	46
Form FIN-5. Breakdown of Reimbursable Expenses	47
Appendix. Financial Negotiations - Breakdown of Remuneration Rates	48

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Dear Sirs: We, the undersigned, offer to provide the consulting services for providing Consultancy Services for preparation of Architectural & Engineering Design for the Buildings to be constructed against development schemes titled, "Construction of Boys & Girls Hostels, Faculty Residences and Sports Facilities at MUET, Jamshoro" funded by Govt. of Sindh in accordance with your Request for Proposal dated _____ and our Technical Proposal. Our attached Financial Proposal is for the sum¹ of _____. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet. Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

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

FORM FIN-2. SUMMARY OF COSTS

Item	Costs
	Indicate Local Currency
Total Costs of Financial Proposal ²	

- 1 Indicate the total costs excluding local taxes to be paid by the PA. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² <hr/> <hr/>	Description:³ <hr/> <hr/>
Component Cost	Costs [Indicate Local Currency]
Remuneration ⁵	
Reimbursable Expenses ⁵	
Subtotals	

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

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

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

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

1. Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
2. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3. Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5
4. Indicate separately staff-month rate and currency for home and field work.
5. Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

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

[illegible]

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

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES¹

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

Group of Activities (Phase):					
N°	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Local Currency] ⁴
	Per diem allowances	Day			
	International flights ⁵	Trip			
	Miscellaneous travel expenses	Trip			
	Communication costs between [Insert place] and [Insert place]				
	Drafting, reproduction of reports				
	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 Costs					

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

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

3 Indicate unit cost and currency.

4 Indicate route of each flight, and if the trip is one- or two-ways. 6 Only if the training is a major component of the assignment, defined as such in the TOR.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

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

N°	Description¹	Unit	Unit Cost²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel ⁴		

1. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2. Indicate unit cost and currency.
3. Indicate route of each flight, and if the trip is one- or two-ways.
4. Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

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

(NOT APPLICABLE)

1. Review of Remuneration Rates

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

(i) Salary

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

(ii) Social Costs

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

(iii) Cost of Leave

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

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

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

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

(iv) Overheads

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

3. PA Guarantee

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

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

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

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4

II. General Condition of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the Sindh Public Procurement Act, thereunder Rules 2010.
- (b) “Procuring Agency PA” means the implementing department which signs the contract
- (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Sindh.
- (j) “Local Currency” means Pak Rupees.
- (k) “Member” means any of the entities that make up the joint venture/ consortium/ association, and “Members” means all these entities.
- (l) “Party 1” means the PA and “Party 2” means 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 with approval of client and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented with approval of client.
- (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 with the approval of client.
- (q) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPP Rules 2010 (Amended 2019), Govt. of Sindh.

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

Integrity Pact

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

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PA

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

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

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than sixty (60) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within Ninety (90) 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 One Hundred Twenty (120) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Consultant

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

3.5 Consultant's Actions Requiring PA's Prior Approval

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

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

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

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

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

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and / or Replacement of Personnel

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

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

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

5.2 Changes in the Applicable Law Related to Taxes and Duties

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

5.3 Services and Facilities

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

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 Lumps-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in 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/local currency/ is set forth in the SC.

6.4 Payment for Additional Services

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

6.5 Terms and Conditions of Payment

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

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Resolution

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

III. Special Conditions of Contract

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

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

{ 1.1 } Sindh Public Procurement Act and Sindh Public Procurement Rules 2010 (Amended 2019).

1.3 The language is English.

1.4 The addresses are:

Procuring Agency: **Mehran University of Engineering and Technology, Jamshoro.**

Attention: Director (Works & Strategic Planning) and Deputy Director (Procurement)

Facsimile: N/A

E-mail: saghir.memon@admin.mueta.edu.pk and nadeem.soomro@admin.mueta.edu.pk

Consultant: _____

Attention: _____

Facsimile: _____

E-mail: _____

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

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

1.7 The Authorized Representatives are:

For the PA: Project Director, MUET, Jamshoro.

For the Consultant: _____

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

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

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

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:
 - (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
 - (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is [_____].

2.3 The time period shall be 02 months for Design stage and 36 months or completion of project for supervision.

3.4 The risks and the coverage shall be as follows:

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

Note: *Delete what is not applicable*

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

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

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

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

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

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

{5.1} **Note:** *List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."*

6.1 Successful bidder shall submit Performance security shall at the rate of 10% of contract amount.

6.3 The amount in Pak Rupees or in local Currency [insert amount].

6.5 The accounts are:

for local currency: [insert account]

Payments shall be made according to the following schedule:

- (a) 20% at Schematic Designs Phase

- (b) 30% at Design Development of Project Phase
- (c) 50% at Construction Drawing Documents Phase.
- (d) The performance security shall be released on completion of work.

Note: *This sample clause should be specifically drafted for each contract.*

- 8.2 Disputes shall be settled by complaint redressal committee define in SPPR 2010 (Amended 2019) or through arbitration Act of 1940.in accordance with the following provisions:

Schedule of Activities & Reporting Requirements

S. No.	DESCRIPTION OF ASSIGNMENT / SERVICES	SCHEDULE
1.	Schematic Design	01 Months (30 days)
	<ul style="list-style-type: none"> • Conduct of Sub Soil Investigations, • Submission of Reports, • Topographic Layout Plans of sites • Perspective View 	
2.	Design Development of Project	01 Month (30 days)
	<ul style="list-style-type: none"> • Conceptual Designs of Buildings • Sewerage Disposal Plans, • External Development Plans 	
3.	Construction Documents Phase	02 Months (60 days)
	<ul style="list-style-type: none"> • Architectural and Structural Drawings of buildings • Civil, Electrical, Plumbing, Networking Drawings • External Development • Architectural and Structural Drawings of the Boundary Walls of proposed buildings • Sewerage Disposal Drawings of proposed buildings • Detailed / Engineer's Estimates of all works alongwith detailed measurements. • Project related documents viz Rate Analysis of Non-Schedule items etc. 	

Key Personnel of Firm

S.No.	Name of Post	Nos.	Qualification and Experience
	Technical Staff		
i.	Chief Architect	1	BS- (Arch) or equivalent with minimum 10 years' experience (5 years in the same firm)
ii.	Architects	1	BS- (Arch) or equivalent with minimum 05 years' experience.
iii.	Electrical Engineer	1	B.E/BS (Elect [©]) with 05 years' experience
iv.	Civil Engineer	1	B.E/BS (Civil) with 05 years' experience
v.	Structural Engineer	1	M.E (Structure) with 05 years' experience.
vi.	Geo-Technical Engineer	1	M.S/M.E (Geotechnical) with 3 – 5 years' experience
vii.	I.T. Engineer	1	M.S / M.E (IT/networking) with 05 years' relevant experience
viii.	CAD Operator	2	05 years' relevant experience
	Supporting Staff		
i.	Office Manager	1	Graduation with 5 years' relevant experience
ii.	Accounts Manager	1	Graduation with 5 years' relevant experience
iii.	Office Assistant	1	Graduation with 5 years' relevant experience
iv.	Other Staff	1	Graduation with 5 years' relevant experience

Breakdown of Contract Price in Local Currency

Refer of Special Conditions of Contract

Services and Facilities to be provided by the P.A

Site office and Transportation for Supervisory Site Staff through Construction Constructor as stated in the Construction Documents at later stage.

(INTEGRITY PACT)**REQUEST FOR PROPOSAL FOR HIRING CONSULTANTS FOR PREPARATION OF ARCHITECTURAL & ENGINEERING DESIGN FOR THE BUILDINGS TO BE CONSTRUCTED AGAINST DEVELOPMENT SCHEMES TITLED, “CONSTRUCTION OF BOYS & GIRLS HOSTELS, FACULTY RESIDENCES AND SPORTS FACILITIES AT MUET, JAMSHORO” FUNDED BY GOVT. OF SINDH.**

Contract No _____
 Contract Value: _____

Dated: _____
 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 Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of 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 Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Consultant] 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.

The University:

The Consultant:

Signature:

Signature:

[Seal]

[Seal]