



GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL

Tender No. RFP/MEC/P&D/TPM-01/2022 Dated: September---, 2022

REQUEST FOR PROPOSAL
DOCUMENT
SELECTION OF CONSULTANT

HIRING OF CONSULTANCY SERVICES FOR THIRD PARTY
MONITORING OF SELECTED ON-GOING DEVELOPMENT
SCHEMES (ABOVE 500 MILLION) INCLUDED IN ADP 2022-23



Issued By:

Monitoring & Evaluation Cell (MEC)
Planning & Development Department
Government of Sindh

Address: Room No. 419-E, 3rd Floor, Tughlaque House,
Sindh Secretariat No. 2, Karachi
Phone No. 021-99211927
Email. ddo.mecpdd@gmail.com



**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL**

FOREWORD

This Standard Request for Proposals is applicable to consultant assignments by the procuring agencies of Sindh province whose legal agreement makes reference to the Sindh Public Procurement Rules, 2010 (Amended 2019).





GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL

TABLE OF CONTENTS

SECTION-1	LETTER OF INVITATION (LOI)
SECTION-2	INSTRUCTIONS TO CONSULTANTS (INCLUDING DATA SHEET)
SECTION-3	TECHNICAL PROPOSAL STANDARD FORMS
SECTION-4	FINANCIAL PROPOSAL STANDARD FORMS
SECTION-5	TERMS OF REFERENCE
SECTION-6	DRAFT FORM OF CONTRACT FOR CONSULTANCY SERVICES INCLUDING INTEGRITY PACT & GENERAL/SPECIAL CONDITIONS





**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL**

PREFACE

1. This document Standard Request for Proposals (SRFP) is to be used for various selection methods described in the SPPR 2010 (Amended 2019).
2. Before preparing an RFP, the procuring agency/ user must be familiar with the SPPR 2010 (Amended 2019), and Rule No 72
3. Rule No 72 (1) shall be adopted for assignments of standard or routine nature where well-established practices and standards exist.
3. In case Rule No 72 (1) is not to be used, as the assignment is not an standard or routine nature, and standards and practices are not well-established, and procuring agency choses other method of selection according to Rule No 72 (2), (3), (4), (5), and (6), the reason shall be recorded in writing by the competent authority, and also sent to SPPRA with RFP.
4. The SRFP includes a standard Letter of Invitation, standard Instructions to Consultants, Terms of Reference, and a standard Form of Contract. The standard Instructions to Consultants and the standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect particular assignment conditions.





**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL**

SECTION 1. LETTER OF INVITATION

Letter No: AD(AA)/052/TPM/MEC/P&D/2022
Karachi, -----, September, 2022

To,

SUBJECT: LETTER OF INVITATION

Dear Mr./Ms.:

1. The Monitoring & Evaluation Cell (MEC) in Planning & Development Department, Government of Sindh] (hereinafter called “Procuring Agency”) now invites proposals to provide the “Consultancy Services for Third Part Monitoring of selected on-going development schemes (above 500 million) included in ADP 2022-23, out of its 1% TPM Fund Account”. Further details on the required services have been mentioned in the Terms of Reference (TORs) section of this document.

2. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

- i. M/s **National Engineering Services Pakistan (Pvt) Ltd. Karachi.**
- ii. **G3 Engineering Consultants (Pvt) (Ltd), Lahore.**
- iii. **Mascon Associates (Pvt) (Ltd), Lahore (as Lead Partner) in association with M/s HA Consulting, Lahore**

(Note: It is not permissible to transfer this invitation to any other firm)

3. The Consultant will be selected under **Quality & Cost Based Selection (QCBS)** method with 80-20 technical & financial weightages respectively and procedures described in this RFP, in accordance with the SPPR 2010 (amended up to date).

4. The RFP includes the following documents:

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



5. Please inform us in writing at address: Assistant Director (A&A), Monitoring & Evaluation Cell (MEC), Planning & Development Department, Government of Sindh, Room No. 419-E, 3rd Floor, Tughlaque House, Sindh Secretariat No. 2, Karachi. Tel No. 021-99211927, upon receipt:

(a) that you received the Letter of Invitation; and
(b) whether you will submit a proposal alone or in association.

6. The deadline for receipt of RFP proposals is **Tuesday, 4th October, 2022 @ 2:30 pm**. Proposals received after this date & time shall not be entertained. Moreover, Technical Proposals shall be opened at **3:00 pm** on the same day in the office of **Director General MEC, P&D Deptt, Room No. 414, 3rd Floor, Tughlaq House, Sindh Secretariat-2, Karachi**. For detailed TORs of the assignment, please visit www.mecsindh.gov.pk and www.ppms.prasindh.gov.pk. The interested firms who may wish to witness the opening of Technical Proposals may send their representatives along with proper authority letter.

(Note: Clarifications, if any, may be requested not later than 05 days before the submission date from address mentioned below)

7. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening. Technical Proposal shall be opened on next working day at the same time & venue.

Yours sincerely,

()

SYED ANWER ALI ABEDI,
ASSISTANT DIRECTOR (A&A)
Monitoring & Evaluation Cell,
Planning & Development Department
Government of Sindh.





**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL**

SECTION. 2 INSTRUCTIONS TO CONSULTANTS

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

Definitions

- (a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Sindh.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 3 which explains the objectives, scope of work, activities, tasks to be performed respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.



2. Introduction

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

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

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

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

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

3. Conflict of Interest

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

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

- (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than



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

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

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

Conflicting Relationships

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

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

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 amended 2019 which defines:

4. Fraud and Corruption

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

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



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

5. Integrity Pact

Pursuant to Rule 89 of SPPR 2010, Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements.

6. Eligible Consultants

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

6.2 Short listed consultants emerging from request of expression of interest are eligible.

7. Eligibility of Sub-Consultants

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

8. Only one Proposal

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

9. Proposal Validity

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

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be



10. Clarification and Amendment in RFP Documents

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

10.1

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

10.2

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

11. Preparation of Proposals

11.1

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

11.2

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

12. Language

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



13. Technical Proposal Format and Content

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

- (i). If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii). For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- iii). It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- iv). Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v). Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.



- 13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- i. A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
 - ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
 - iii. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 - iv. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 03 years.
 - v. Estimates of the total staff input (professional and support

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

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



**16. Submission,
Receipt, and
Opening of
Proposals**

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

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

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

**17.
Proposal
Evaluation**

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.



18. Evaluation of Technical Proposals

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

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

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

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.



19. Evaluation of Financial Proposals

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

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

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

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

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

20. Negotiations

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

21. Technical negotiations

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



22. Financial negotiations

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

23. Availability of Professional staff/experts

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

24. Award of Contract

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

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

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

25. Confidentiality

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





GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL

DATA SHEET

1.1	<p>Name of the assignment: "Hiring of Consultancy Services for Third Party Monitoring of selected On-going development schemes (Above 500 Million) included in ADP in 2022-23"</p> <p>Procuring Agency's official: Assistant Director (A&A), Monitoring & Evaluation Cell (MEC), Planning & Development Department, Government of Sindh</p> <p>Official Address: Monitoring & Evaluation Cell, Planning & Development Department, Room No.419-E, 3rd Floor, Tughlaque House, Sindh Secretariat No. 2, Karachi. Phone No: 021- 99211927, Email: ddo.mecpdd@gmail.com</p>
2.1	<p>The method of selection is: Quality and Cost Based Selection Method (Weightage: Technical Proposal 80% and Financial Proposal 20%)</p> <p>The Edition of the Guidelines is: (Rule 72 (3) (b) of SPP Rules 2010 (amended up to date).</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal (in separate envelopes): Yes</p>
2.4	<p>Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants</p>
2.5	<p>The Procuring Agency may provide following inputs and facilities to the consultants:</p> <ol style="list-style-type: none">1. Shall provide necessary liaison and access to the relevant record/data available with GOS, P&D Department (MEC) for the completion of their assignment.2. Shall assign qualified counterparts from its staff for the purpose of the liaison.3. The coordination shall involve the departments and agencies include (i) Monitoring & Evaluation Cell (MEC), P&D Department, (ii) Concerned Administrative Deptt: Govt of Sindh & (iii) Executing Agency.4. This list if warranted shall be supplemented subsequently.
1.5	<p>The Proposal submission address is:</p> <p>ASSISTANT DIRECTOR (A&A), Monitoring & Evaluation Cell, Planning & Development Department, Room No.419-E, 3rd Floor, Tughlaque House, Sindh Secretariat No. 2, Karachi. Tel No. 021- 99211927, Email: ddo.mecpdd@gmail.com</p> <p>- The last date for Proposals (Technical & Financial) submission is: Tuesday, 4th October, 2022 till 2:30 p.m.</p> <p>- The Technical Proposals will be opened in the office of Director General (MEC), Monitoring & Evaluation Cell (MEC), Planning & Development Department, Government of Sindh, Room No. 414, 3rd Floor, Tughlaque House, Sindh Secretariat No. 2, Karachi on Tuesday, 4th October, 2022 @ 3:00 p.m. The date of Financial Proposal shall be communicated in due course of time.</p>
1.6	<p>Expected date for commencement of consulting services shall be within three (03) days after the effective date i.e. the date of signing of Contract Agreement.</p>



9.1	Validity of proposals shall be 90 days.
	Please note: The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals as per SPPRA Rules 2010 (amended up to date)
	Clarifications may be requested not later than five days before the date of submission at following address i.e.
10.1	ASSISTANT DIRECTOR (MEC), Monitoring & Evaluation Cell, Planning & Development Department, Room No.419-E, 3 rd Floor, Tughlaque House, Sindh Secretariat No. 2, Karachi. Phone No. 021- 99211927, Email. ddo.mecpdd@gmail.com
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
13.1(i)	Firms/Companies applying under a joint venture/consortium shall clearly indicate the Lead Partner.
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: No
11.2	The estimated number of professional staff-months required for the assignment is : 03 months
13.1	The format of the Technical Proposal to be submitted is: Full Technical Proposal
13.2 (vii)	Training is a specific component of this assignment: No
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable or any other duties and taxes.
16.2	Consultant must submit the Technical Proposal (01 original & 02 photo copies), and the original of the Financial Proposal in separate envelopes.



13.1

Option A Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

(i) **Experience of the Consultants: (Total: 10 Marks)**

(a) **General experience of the Consultants: 3 Marks**

- i. Minimum 10 project = 1 Mark
- ii. 15 projects = 2 Marks
- iii. 20 & above projects = 3 Marks

(b) **Specific experience of the Consultants relevant to the assignment (projects of similar magnitude and complexity): 7 Marks**

- i. Minimum 03 project = 3 Marks
- ii. 05 projects = 5 Marks
- iii. 07 & above projects = 7 Marks

(ii) **Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference¹: (Total: 40 Marks)**

- a. Adequacy and quality of the proposed technical approach methodology: 20 Marks
- b. Work plan in responding to the Terms of Reference (TORs): 20 Marks

(iii) **Key professional staff qualifications and competence for the assignment: (Total 50 Marks)**

Required Key Professional Staff	Marks
<u>Team Leader/PM/P.D</u> Qualification: BSc / B.E (Civil) & registered with PEC Experience: 10-15 Years post qualification experience out of which 7-8 years' experience in infrastructure Sector with ample knowledge in technical report writing or M/E with Experience 5-7 years	14
<u>Site Engineer</u> Qualification: BSc / B.E (Civil) & registered with PEC Experience: 8-10 Years post qualification experience out of which 4-5 years' experience in infrastructure Sector specially in construction, supervision, monitoring & reporting, validation	12
<u>Monitoring Specialist</u> Qualification: BSc / B.E (Civil) & registered with PEC Experience: Minimum 6-8 years monitoring experience for development projects & skills in technical report writing	12
<u>Quantity Surveyor/Estimator</u> Qualification: Diploma in Civil Engineering Experience 5-8 Years post qualification experience out of which 4-5 years' experience in infrastructure Sector. The incumbent should have capacity to read architectural & structural drawings & prepare BBS & quantities of reinforcement used, estimate quantities & rates through drawings and the site review and approve BOQs. Preparation and evaluation of payment bills, project budgets etc	6
<u>Financial & Procurement Management Expert</u> Qualification: MBA (Finance) / CA Experience: 8-10 years relevant experience of development projects related to infrastructure with sound knowledge of PEC/ SPPRA rules, Tendering procedures & preparation of budget estimation as per T.S/BOQ or estimates	6
Total	50

Note: Kindly attach complete profile CVs of key members relevant to the assignment on containing information i.e. **Proof of Salary, Name of Nominee, The Discipline/Expertise, Date of Birth, Years with the firm, Nationality, PEC Registration/Membership No (where applicable), Academic Qualification, Employment Record, Languages & Degree of proficiency, Signature of the nominee. The MEC may direct the Consultant to hire more staff required for specific assignment at later stages as per their requirement.**



	<p>-The Technical Proposals shall be evaluated on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet.</p> <p>-Each Technical Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score. <u>The minimum technical score (St) required to pass is: 70 Points</u> and evaluation will process as per GCC guideline # 18.1</p> <p>Remuneration Type: Lump sum</p> <p>The single currency for price conversions is: PKR</p>
19.4	<p>Evaluation of the Financial Proposals shall be made in accordance to method mentioned in Section-2 “Instruction to Consultants” Clause: 19.4</p>
9.2	<p>The successful consultant shall be required to submit 5% bid security amount of total bid value along with his financial proposal in form of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee issued by any AA rated scheduled bank in Pakistan in favour of the procuring agency valid for a period of 28 days beyond the Bid Validity date drawn in the favor of “ DDO, MEC, P&D Deptt, Govt: of Sindh ”.</p>
24.2	<p>The successful consultant will be required to submit performance security at the rate 5% of total contract amount in form of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee from any AA rated scheduled bank in Pakistan, in the name of “ DDO, MEC, P&D Deptt, Govt: of Sindh ” on signing of contract.</p>
	<p>Please Note: No Insurance Guarantee will be accepted by Procuring Agency.</p>
5.1	<p>Successful Consultant under take to to sign on the Integrity Pact attached in bidding document</p>





**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL**

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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

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

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience.....

A - Consultant's Organization

B - Consultant's Experience.....

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PA

A - On the Terms of Reference

B - On Counterpart Staff and Facilities.....

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignments

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

Form TECH-7. Staffing Schedule¹

Form TECH-8. Work Schedule





GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

To: [Name and address of PA] Dear Sirs:

[Location, Date]

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

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant] along with name of Lead Partner²

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

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

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

We understand you are not bound to accept any Proposal you receive. We remain,
Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ [In case Paragraph Reference I.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

² [Delete in case no association is foreseen.]





GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL

For FTP Only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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





**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL**

B-Consultant's Experience

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

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

Firm's
Name _____





GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL

FOR FTP ONLY

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

A - On the Terms of Reference

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





GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL

B-ONCOUNTER 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.]





**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL**

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

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

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

- a) *Technical Approach and Methodology*,
 - b) *Work Plan*, and
 - c) *Organization and Staffing*.
- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.
- c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]





**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL**

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

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

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

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

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

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

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

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





**GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT BOARD SINDH
MONITORING & EVALUATION CELL**

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

12. Certification:

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

[Signature of staff member or authorized representative of the staff] _____ **Date:** _____

Full name of authorized representative: _____ *Day/Month/Year*



FORM TECH-7. STAFFING SCHEDULE¹

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

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



Full time input



Part time input



FORM TECH-8. WORK SCHEDULE

Nº	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

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



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 14 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 3 of the Letter of Invitation.

Form Name	Title	Page No
FORM FIN-1	Financial Proposal Submission Form.	35
FORM FIN-2	Summary of Costs	36
FORM FIN-3	Breakdown of Costs By Activity.	37
FORM FIN-4	Breakdown of Remuneration	38
FORM FIN-5	Breakdown of Reimbursable Expenses	39



FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

To: [Name and address of PA]

[Location, Date]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 7 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

- ¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- ² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."



FORM FIN-2 SUMMARY OF COSTS

Sr No	Name of Scheme	Per scheme cost (including all taxes) In Pak Rupees
1		
2		
3		
Total Costs of Financial Proposal ² (Including of all taxes and duties		

- 1 The above schemes may vary from the actual number of schemes. In that case the payment will be made on the basis of completed schemes.
- 2 The rates should be quoted in Pak Rupees inclusive all taxes.



FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY

Group of Activities (Phase)	Short Description of activity
Cost Component	Costs [Indicate in Pak Rupees]
Remunerations	
Reimbursable Expenses	
Income Tax (If any)	
Subtotals	

Note:

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



FORM FIN-4 BREAKDOWN OF REMUNERATION

Note information to be provided in this Form shall only be used to establish payments to the Consultants for possible additional services requested by the PA

Staff Name	Position	Staff-month rate	
		[home]	[Field]

Note:

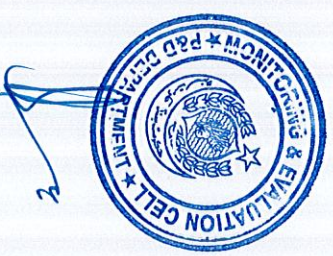
1. Form FIN-4 shall be filled in for same Professional and support staff listed in Form TECH-7
2. Professional Staff should be indicated individually. Support staff should be indicated separately.
3. Positions of Professional Staff shall coincide with the ones indicated in FORM TECH-5
4. Indicate separate staff-month rate for home and field work.



FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

Note information to be provided in this Form shall only be used to establish payments to the Consultants for possible additional services requested by the PA

Sr #	Description	Unit	Unit Cost
1	Daily Allowance	Day	
2	Travelling	Trip	
3	Lodging / Boarding		
4	Communication		
5	Use of computers		
6	Laboratory Tests		
7	Drafting & Reproduction of reports		
8	Office rent, clerical assistance		



Terms of Reference (TORs)



THIRD PARTY MONITORING OF SELECTED ONGOING SCHEMES

(RS. 500 M & ABOVE) INCLUDED IN ADP 2022-23

Background and Context:

The Government of Sindh with the broad objective of connecting economic and social growth is making huge investments in various Public Sector Development schemes across Sindh through Annual Development Plan (ADP). Given the scale of on-going investments, it is highly desirable to undertake an independent Third-Party Monitoring (TPM) of the implementation of these investments.

The Monitoring & Evaluation Cell (MEC) in Planning & Development Department, Government of Sindh deals the monitoring of provincial ADP that involve verification of physical / financial progress of development schemes and provide proactive indicators from the field for stronger accountability in use of resources with focus on achievement of results; resolution of bottlenecks/issues; basis for timely decision-making.

In this view, Monitoring & Evaluation Cell (MEC) in Planning & Development Department, Government of Sindh desires to hire consultancy services from market for Third Party Monitoring of following selected ongoing schemes included in ADP 2022-23:

(Rs. In Millions)

S#	Department	ADP Gen Sr #	Name of Scheme	Location	Estimated Cost	Est. Exp. Upto Jun-22	Final Budget Allocation 2022-23	Releases 26-08-22	Expenditure 26-08-22
Education Department									
1	Education	842	Development of Remaining Essential Facilities Required for Establishment of Mehran University College of Engineering and Technology at Khairpur Mir's (C:717.236 + R:130.492) (U/R) Approval Dt:28.01.12 Completion Dt: June-24	Khairpur	847.728	524.021	200.000	37.125	0.000
Works & Services									
2	Works & Services	3357	W/R of Mithi to Diplo road (39.20 Kms) Approval Dt: 06.05.21 Completion Dt: June-23 (U/R @ Rs. 2,085.65 M)	Tharparkar	1,517.601	1,379.040	138.201	0.000	0.000
Works & Services Total									
3	Industries & Commerce	1311	Infrastructure Development of Industrial Estate, Larkano (Revised) Approval Dt: 03.06.16 Revision Dt: 31.12.20 Completion Dt: June-23	Larkano	1,366.420	1,300.942	65.478	64.824	0.000
Industries & Commerce Total									

OBJECTIVES OF TPM

The objective of this assignment is to facilitate institutional accountability & transparency of the public sector expenditures through an independent third-party monitoring consultancy firm.



SCOPE OF THE ASSIGNMENT

The scope of TPM activities shall be to determine: -

1. To develop methods and tools for the data collection including real time data collection using electronic devices.
2. Desk review of relevant project documents & secondary data collected during field monitoring visit. Details of Monitoring activities & overall implementation experience & methodology.
3. Physical monitoring & validation of implementation activities as per PC-I provisions based on Local & International Standard tools and methods. Whereas, quantitative analysis i.e. work done v/s payment made to contractors with respect to cost, quality, time & scope envisaged in the approved PC-Is and Contract Documents of the schemes
4. Financial review of contracts and PC-Is to assess the adopted SOPs for different activities and the level of adherence to procedures.
5. To verify and authenticate the quantities executed works at site through payments made by M.Bs/L.PCs/Regular bills.
6. Identification of Defects/Problems in the scoped schemes and highlight lapses in implementation by various stakeholders and to suggest measures of improvement for ensuring sustainability of schemes.
7. Review the adherence to contract terms & conditions signed between the E/A and the contractor. In case of non-compliance (by the contractor), suggest the corrective course of actions to be taken by E/A under the agreed contract.
8. The consultant will make follow up visits to verify the rectifications done at site & report will be submitted accordingly.

SPECIFIC TORs FOR INFRASTRUCTURE (TRANSPORT & COMMUNICATION, HOUSING BUILDINGS & TOWN PLANNING)

1. To verify the ROW as per drawings
2. Review of design criteria and subsequently verifying the depths of various pavement structure as per T.S/PC-I.
3. Review of topography survey and provision of various drainage structures.
4. To carry out the gradation/sieve analysis of materials for Embankment, Sub-base, Aggregate Base Course and Bituminous Concrete.
5. The Testing may be done like;
 - CBR
 - Crushing test.
 - Abrasion test.
 - Impact test.
 - Soundness test.
 - Shape test.
 - LA test
 - Specific gravity and water absorption test.
 - Sieve Analysis
 - liquid limit and plastic limit.
 - Bitumen adhesion test
 - Bitumen – Flash & Fire Point.
 - Any other test required by DG (MEC)



6. Check and verify the specification of Embankment, Subbase, Aggregate Base Course, Prime & Tack coat and bituminous layer at site with those approved in PC-I/Estimate/BoQ.
7. Inspection of adequate compaction of pavement layer with proper testing i.e.
 - Field Density Test for Embankment, Subbase & Aggregate Base Course
 - Asphalt Quantity, Gradation & Compaction of Bituminous Layer along with verification of JMF.
8. Inspection of rutting and crack if any through proper testing.
9. Inspection of horizontal & vertical alignment of road.
10. Inspection of thickness of various pavement layers in comparison with the approved documents of the scheme, along with measurement of right of way and carriageway.
11. Inspection of drainage, camber, curve and super-elevation as per the approved drawings
12. Inspection of quality of RCC structures associated with the road work (e.g. RCC/ Pipe Drain and culverts)
13. Inspection of road furniture as per the approved drawings and estimates(Road markings, cat eyes & studs etc)
14. Deviation from the scope specified in PC-I & T/S.
15. Testing for Riding quality of road through profilometer & IRI
16. Assess the workmanship and recommend improvements/best practices wherever required.
17. Identify bottlenecks/challenges/issues faced by the E/A & contractor and recommend solutions/preventive measures in order to solve/avoid those.
18. Verify payment with respect to approved documents. i.e., PC-I and T/S.

SPECIFIC TORs FOR CAPITAL COMPONENT (BUILDINGS)

1. Inspection of the executed works i/c layout plans, dimensions of the building as per drawings, steel requirement as per Bar Bending Schedule (BBS), Concreting, Electromechanical equipment, form work and its quality etc.
2. To identify any deviation/change of scope as per approved PC-I/T.S.
3. Measurements and inspection of all the structural members and reinforcement as per the approved design drawings.
4. The strength test reports of all the structural members should be verified on site by conducting tests at site which may include:
 - a) The cement tests
 - b) The steel tests
 - c) The gradation & sieve analysis of different materials used
 - d) The FDT/compaction tests for earth work
 - e) Slump tests & Concrete temperature test (if the work in progress)
 - f) cube /cylinder tests for compressive strength check
 - g) Schmidt hammer tests & core cutter tests etc
 - h) Scanning the reinforcement bars in the structural members so that the number of bars, spacing and the cover provided could be verified.
 - i) Quality of pipes as per specification in PC-I/T.S & Pressure-testing & joint testing pipes.
 - j) Any other test required by DG (MEC)

{A copy of all test reports conducted at site by the consultant should be part of monitoring report to be submitted in MEC along with proposed remedial measures}



5. Monitoring & reporting of Health, Safety & Environment (HSE) protocols implementation at construction sites (Particularly for mega projects).
6. Check and verify the specification of materials/items at site (e.g., flooring, doors, windows, paint, sanitary fixtures, electrical works etc.) with those approved in PC-I/Estimate/BOQ.
7. Assess the workmanship and recommend improvements/best practices wherever required.
8. Identify bottlenecks/challenges/issues faced by the Executing Agency & contractor and recommend solutions/preventive measures.
9. To verify and authenticate the quantities executed works at site through payments made by M.Bs/L.PCs/Regular bills.
10. A presentation from consultant whenever required about the particular issue or regarding the general status of the project may be called by D.G(MEC).

TORs' FOR REVENUE COMPONENT (WHERE EVER APPLICABLE)

1. Verification of scope & achievement as Per PC-I & report deviation of scope (If any)
2. Verification of tendering procedure, Bid evaluation & contract award etc as per SPPRA rules.
3. Physical verification of all items received from contractor in terms of checking specification of all documents.
4. To verify the quantity & quality parameters as per specification & report if any variation is found
5. To verify the payments made to the contractors & report irregularities (if any) through M.Bs/L.PCs/Regular bills/Vouchers.
6. To give overall recommendations regarding the improvement in quality of procurement
7. To verify the rates of procured items & check the rate analysis of non-scheduled items & their compatibility/authentication (wherever required)
8. To verify the storage, safety & housekeeping for procured items at the sites
9. To verify the wear & tear of the procured items & their warranty/guarantee etc.



II. General Conditions of Contract

1. GENERAL PROVISIONS



1.1 Definitions

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

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

(m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

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

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

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

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

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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



1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

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

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

Integrity Pact

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

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

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



1. 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.

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

2.6.2 By the Consultant

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



2.6.3 Payment
upon
Termination

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

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

2. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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



**3.2.3 Prohibition of
Conflicting
Activities**

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

3.3 Confidentiality

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

**3.4 Insurance to
be Taken Out
by the
Consultant**

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

**3.5 Consultant's
Actions
Requiring
PA's Prior
Approval**

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

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

**3.6 Reporting
Obligations**

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

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

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

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

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



3.8 Accounting, Inspection and Auditing

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

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

3. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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



4. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law Related to Taxes and Duties

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

5.3 Services and Facilities

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

5. PAYMENTS TO THE CONSULTANT

6.1 Security

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

6.2 Lump-Sum Payment

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

6.3 Contract Price

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



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

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

6. 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.

7. SETTLEMENT OF DISPUTES

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

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



Special Condition of Contract

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1}	<p>Sindh Public Procurement Act and Sindh Public Procurement Rules 2010 (amended up to date).</p> <p>(b) "Procuring Agency PA" means Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh.</p> <p>(r) "Project" means "Hiring of Consultancy Services for Third Party Monitoring of selected on-going development schemes (above 500 million) included in ADP 2022-23".</p>
1.3	<p>The language is English.</p>
1.4	<p>The addresses are:</p> <p>Procuring Agency:</p> <p>Monitoring & Evaluation Cell, P & D Department, Room No. 419-E, 3rd Floor, Tughlaq House, Sindh Secretariat No.2, Karachi. Tel. No. 021-99211927 Email. ddo.mecpdd@gmail.com</p> <p>and <i>Insert Consultant's name</i> ("the Consultant") having its principal office located at following address:</p> <p>Attention:----- Address:----- Tel No.----- Fax No.----- E-mail:-----</p>



Special Condition of Contract

{1.6}	{ Lead Partner [insert name]}
1.7	<p>The Authorized Representatives are:</p> <p><u>Designation & Address of Official from Procuring Agency:</u></p> <p>Assistant Director (A&A) Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh,</p> <p><u>Address:</u> Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh Room No. 419-E, 3rd Floor, Tughlaq House, Sindh Secretariat No.2, Karachi. Tel. No. 021-99211927 Email. ddo.mecpdd@gmail.com</p> <p>Name/Designation & Address from the Consultant: _____</p>
1.8	<p>The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.</p>
	<p>(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</p> <p>(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</p> <p>(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.</p>



Special Condition of Contract

2.1	The date on which this Contract shall come into effect is the date when the Contract is signed by both parties.
2.2	The Consultant shall commence the Services within three (03) days after the effective date i.e. the date of signing of Contract Agreement.
2.3	For Completion of services the time period after commencement of services shall be 03 months
3.4	<p>The risks and the coverage shall be as follows: [N/A]</p> <p>(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 <i>[insert amount and currency]</i>;</p> <p>(b) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>;</p> <p>(c) professional liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>;</p> <p>(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</p> <p>(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.</p>



Special Condition of Contract

{3.7 (b)}	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.
5.1	<p>Assistance and Exemptions</p> <p>(a) The PA shall make available following inputs and facilities to the consultants i.e.</p> <ol style="list-style-type: none"> 1. Shall provide necessary liaison and access to the relevant record/data available with GOS, P&D Department (MEC) for the completion of their assignment. 2. Shall assign qualified counterparts from its staff for the purpose of the liaison. 3. The coordination shall involve the departments and agencies include (i) Monitoring & Evaluation Cell (MEC), P&D Department, (ii) Concerned Administrative Deptt., Govt of Sindh & (iii) Executing Agency. 4. This list if warranted may be supplemented subsequently. <p>(b) Other assistance and exemptions to be provided by the PA are: <u>NONE</u></p>
6.1	<p>- After publishing of award of contract the successful consultant will be required to submit performance security at the rate 5% of total contract amount in form of Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee from any AA rated scheduled bank in Pakistan, drawn in favour of DDO, MEC, P&D Deptt, Govt. of Sindh on the day of contract signing.</p> <p>- The validity of performance security shall extend at least 90 days beyond the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by the procuring agency.</p>
6.3	The total contract amount in Pak Rupees is Rs. _____/- in words (_____ only).



Special Condition of Contract

6.5 Terms and Conditions of Payment

1. Payments shall be made upon submission of per scheme wise Final Field Monitoring Visit Report after incorporating the feedback of MEC.
2. The payment will be made on the basis of monitored Schemes/Units.
3. The consultant will submit payment invoices to the Director General, Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh only after his approval of subject monitoring report.
4. Payment shall be made in [Pak Rupees], following submission by the Consultant of invoices in duplicate to the designated Coordinator from MEC as per contract.

8.2

Disputes shall be settled amicably or through arbitration Act of 1940.

9. Reporting Requirements

-Total number of schemes list for subject Third Party Monitoring assignment is attached as **Annex-1**.

-The firm shall submit Monitoring Visit Report that has to be authorized and approved by Director General Monitoring & Evaluation Cell, Planning & Development Department, Government of Sindh as per following schedule.

Sr #	Description of Services/Deliverable Reports (No of copies)	Time Frame
1	Monitoring Frame Work, Operation Plan and validating Tools: <ul style="list-style-type: none">- Monitoring Framework- Methodology with Operational Work plan- Field Monitoring Strategy- Formats for Reporting/tools for data collection (____ copies)	Within 15-20 days of Effectiveness of the Contract.
2	Feedback from MEC	Within 15-20 days
3	(Benchmark for the quality of field monitoring report should be clearly determined for acceptance of report to avoid any future) First Monitoring Visit Report containing analysis of desk review of relevant project documents, secondary data collected. Detail of Monitoring activities & overall implementation experience. (____ copies)	Within 15 days of work order



Special Condition of Contract

4	Feedback from MEC	Within 15-20 days
5	Incorporation of feedback and Submission of Final Monitoring Visit Report: It should include the following: <ul style="list-style-type: none"> - Reporting of Financial and Physical progress viz-a-viz the design parameters, specifications and quality of works as envisaged in the technical sanctions/PC-Is. - Identification of Defects/Problems with the subject schemes and highlight lapses in implementation by various stakeholders. - Suggestions for improvement, sustainability and exit strategy - Executive presentation of whole TPM activity 	Within 15 days of Effectiveness of the Contract
		Total 3 Months



INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____

Dated: _____

Contract Value: _____

Contract Title: _____

[Name of Supplier/Contractor/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 it (GoS) through any corrupt business practice.

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

[Name of Supplier/Contractor/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 above declaration, representation or warranty.

[Name of Supplier/Contractor/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 right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, [Name of Supplier/Contractor/Consultant] agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier/Contractor/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 PA.

[Procuring Agency/PA]

[Supplier/Contractor/Consultant]



CONTRACT AGREEMENT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

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

2. Term

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

3. Payment

A. Ceiling

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

B. Payment Conditions

Payment shall be made in *[Pak Rupees]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4 of agreement.



4. Project Administration	A. <u>Coordinator</u>
---------------------------	-----------------------

The PA designates Director General, Monitoring Evaluation, Planning & Development, Department, Government of Sindh as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets

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

C. Records and Accounts

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

5. **Performance Standard**

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

6. **Confidentiality**

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

7. **Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software

8. **Consultant Not to be Engaged in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. **Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment's.



10. Assignment

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

11. Law

**Governing
Contract and
Language**

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

**12. Dispute
Resolution**

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written

For and on behalf of the PA

Signed by _____

Name _____

Assistant Director (A&A),
Monitoring & Evaluation Cell,
Planning & Development Department,
Government of Sindh
CNIC No _____

(Seal)

Witness for the PA

Signed by _____

Name _____

Title: _____

CNIC No _____

(Seal)

For and on the behalf of the Consultant

Signed by _____

Name _____

Title: _____

CNIC No _____

(Seal)

Witness for the Consultant

Signed by _____

Name _____

Title: _____

CNIC No _____

(Seal)

