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SECTION - I
KARACHI WATER & SEWERAGE BOARD
REQUEST FOR PROPOSAL
DIRECT R.F.P

From Consulting Firms for Design, Construction Supervision and Contract Management Services

The Karachi Water & Sewerage Board (KW&SB), invites Technical & Financial Proposals from eligible reputable Engineering Consultancy Firms, National / International, registered or incorporated in Pakistan for the following Scheme on National Competitive Bidding (NCB) basis. The firms may form an association of Consultants with a consortium / joint venture arrangement under which only one entity either through the lead consultant or nominated legal judicial person shall be responsible to Karachi Water & Sewerage Board for execution of the entire assignment.

1. **Name of Work :** "Establishment of Combined Effluent Treatment Plants (CETPs) for Industrial Areas of Karachi including Laying of Interceptor Sewers"

2. **Locations :** Karachi city

- | | |
|-------------------------------|----------------------|
| i) SITE | ii) Trans-Lyari |
| iii) F.B. / North Karachi | iv) Landhi / Korangi |
| v) Superhighway SITE Phase-II | |

3. **Method of Selection:** **Least Cost Selection Method**

4. **Scope of Services :** The Consultant's scope of services will include but not be limited to the following:-

- a) Review feasibility study in its totality and prepare reports and update accordingly.
- b) Review the existing preliminary design reports regarding treatment methods.
- c) Submit Detailed Design of interceptor sewers of each CETP.
- d) Submit a draft process Design Report with recommendation preliminary functional drawings and specifications of mechanical and electrical equipments.
- e) Preparation of Engineering Estimate with cost breakup
- f) Preparation of Bidding Documents
- g) To assist the client during pre and post Bidding Process upto the Award of the Contracts.
- h) Review and vetting the Design of the CETPs, provided by the EPC Contractor, performance and safety provision.
- i) Provide Construction Supervision Services throughout the duration of the project including project Management, Contract Administrations, and Field Inspection of all the Contracts including EPC.
- j) Provide Operation & Maintenance Manuals.
- k) Provide Services during Pre-Commissioning and Commissioning of Plant.
- l) Provide services during defects liabilities / maintenance period.
- m) Assistance in Plant staffing.
- n) Preparation of EIA Report and approval from EPA Sindh under the guideline of Sindh EPA.
- o) Provide the services for setup of the laboratory and review of the laboratory equipments requirement.

Interested firms fulfilling the following Mandatory Requirements may obtain "RFP" Documents" which lists all requirements and the Evaluation Criteria, from the office of the Project Director, (CETPs), on making payment of Rs. 2,000/- (non-refundable) in the shape of Pay Order, in favour of Karachi Water & Sewerage Board:-

- a) Valid license from Pakistan Engineering Council (PEC) for the year 2018 with specialized field in Sewage Treatment Plant (PEC Specialization Field Code 1204)..
- b) Valid Registration with Income Tax Department.
- c) Certificate of Registration with Sindh Revenue Board showing Sindh Sales Tax number (SNTN).
- d) Affidavit on stamp paper of Rs. 100/- (duly notarized), providing list of present or past litigation of Consultancy Firm with any Organization, Govt. Deptt., or private concern, if no litigation, affidavit should mention the same.
- e) Original RFP Document purchased/issued to the firm, from Office of the Project Director (CETPs) shall be returned in binded form duly filled, signed and stamped.
- f) Firm's certified Annual Audit Reports for last three years.

5. Minimum Supporting Documents Required (Additional Documents, if required, are mentioned in the RFP Document) :

- a) Firm's name, status (date of incorporation), address, Tel/Fax # and years of experience of firm with documentary proof.
- b) Experience of general and specific works over the last five years.
- c) Experience certificates from employer)
- d) Existing work load / work order with details of works under execution with documentary proof.
- e) Financial soundness certificate and bank statement
- f) Annual Turnover for last 5 years (minimum Rs. 125 Million)
- g) Any other relevant information which the firm intends to submit as its qualification
- h) Firm's Authority letter showing name, designation and CNIC or individual for receipt of RFP Document.

TECHNICAL PROPOSAL

Date of Issuance :	: From 16th April, 2018 to closing date of 2nd May 2018 during office hours.
Last Date / Deadline & Time of Submission :	: 3rd May, 2018; Time of Submission; Upto 3:00 PM.
Date & Time Opening :	: 3rd May, 2018 at 3:30 PM.
Venue of issuance of Bidding Document :	: Project Director (CETPs), KW&SB, Room No. 1, Block-C, 9 th Mile Karsaz Office Karachi Water & Sewerage Board (Tel: +9221-99245039)
Venue of Bidding Document Submission & Opening :	: Room No. 5, Committee Room, Block-C, 9 th Mile Karsaz Office Karachi Water & Sewerage Board

Applications received after the deadline shall not be entertained, only the firms / joint venture, which attain minimum qualification marks as per evaluation criteria shall be declared qualified. Any false information / statement by the applicant(s) at any stage will lead to automatic disqualification.

FINANCIAL PROPOSAL

Date & Time of the Opening of Financial Proposals of Technically qualified Firms shall be informed accordingly at a later stage.

The payment for the assignment shall be made in Pak Rupees with no foreign currency proposition under this Consultancy Contract.

KW&SB reserves the right to accept or reject all or any of the proposals as per Sindh Public Procurement Rules 2010 and amendments, which can be accessed through website www.pprasindh.gov.pk

**Project Director (CETP),
Karachi Water & Sewerage Board**

SECTION- 2

Instruction to Consultants (Including Data Sheet)

1. Definitions

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

2. Introduction

- 2.1 The Karachi Water & Sewerage Board, herein after called as The Procuring Agency (PA) will select Consulting firm 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 are -Invited to submit a Technical Proposal and a Financial Proposal, 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) 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) 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.

Confecting Relationship

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

4. Fraud and Corruption

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

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

Under Rule 35 of SPPR Rules 2010, "The PA can interalia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

5. Integrity Pact

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

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 p.re-qualified are eligible.
- 6.2 Short listed Consultants emerging from request for 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

Short listed 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, which 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 (2% of the quoted bid price)

10. Clarification and Amendment in RFP Documents

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of submission 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 has an extended and stable working relationship with it.
- iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

- v) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) shall submit 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 or 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 last 15 years.
- v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 3E & 3G).
- vi) A detailed description of the proposed methodology, work 'plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposal

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

15. Taxes

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

16 Submission Receipt, and Opening of Proposals

- 16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal
- 16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal 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 Proposal

- 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.

- 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 UN opened.

19. Evaluation of Financial Proposal

- 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.
- 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 Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.

20 Negotiations

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

21 Technical Negotiations

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

22 Financial Negotiations

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

23 Availability of Professional staff/ experts

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

24 Award of Contract

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days 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 quantify or schedule of requirement, as the case may be.

24.2 After publishing of award to contract consultant required submitting 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

25.1 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.

Data Sheet

1.1	Name of the Assignment The Name of the PA's Official (s) Address: Telephone Facsimile Email	Establishment of Combined Effluent Treatment Plants (CETPs) for Industrial Areas of Karachi including Laying of Interceptor Sewers" Project Director (CETP) Karachi Water & Sewerage Board Room No. 1, Block-C 9 th Mile Karsaz, Sharah-e-Faisal, Karachi Tel: 021-99245039
1.2	Method of Selection is : The Edition of the Guidelines is :	Least Cost Method
1.3	Financial Proposal to be submitted together with Technical Proposal :	Yes
1.4	The PA will provide the following inputs and facilities :	To assist and help to manage the site visit.
1.5	The proposal submission address is:	Project Director (CETPs) Karachi Water & Sewerage Board Room No. 1, Block-C 9 th Mile Karsaz Sharah-e-Faisal Karachi, Tel: 021-99245039
1.6.	Expected date for commencement of consulting services _____ [Insert date] at: [Insert location]	After issuance of Letter of Commencement.
5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.	Yes
6.1	Consultants may associate with other interested Consultants:	Yes
6.3	Consultants to state local cost in the national currency (in case of ICB only):	N/A
9.1	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).	Proposal validity is 90 Days. After submission Date of Proposal.
9.2	The Consultant shall submit required Bid Security alongwith Financial Proposal.	2% of the Quoted Bid Price in the shape of Pay Order / Demand Draft or Bank Guarantee in favour of Addressee and shall be placed with Sealed Financial Proposal Envelop
10.1	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: Facsimile : Email :	Project Director (CETPs) Karachi Water & Sewerage Board Room No. 1, Block-C 9 th Mile Karsaz Sharah-e-Faisal Karachi Tel: 021-99245039

11.2	[Select one of the following two sentences] The estimated number of professional staff-months required for the assignment is:	The estimated number of professional staff Man-months required for the assignment is :- Design Phase = 85 Construction Supervision Phase = 1324 Total = 1409
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.	Correspondence exchanged by the Consultants and the Procuring Agency shall be written in English
13.1	The format of the Technical Proposal to be submitted is: FTP _____ , or STP _____ [check the applicable format]	Full Technical Proposal (F.T.P)
13.2 (vii)	Training is a specific component of this assignment: : If yes, provide appropriate information	No
14.1	List the applicable Reimbursable Expenses. Reimbursable expenses are to be incurred by Contract in Consultancy Services Cost.	Reimbursable expenses are to be included by the Consultant in Consultancy Services Cost.
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges.	Yes
16.2	Consultant must submit the original and [Insert number] copies of the Technical Proposal, and the original of the Financial Proposal.	Consultant must submit the original and two copies of the Technical Proposal, and the original of the Financial Proposal.
20.1	Expected date and address for contract negotiations:	The date and address will be communicated at later stage.
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee.	5% of the accepted Bid Cost.

SECTION- 3

TECHNICAL PROPOSAL – STANDARD FORM

CONTENTS OF TECHNICAL PROPOSAL

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 or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. A. On the Terms of Reference B. On the Counterpart Staff and Facilities
Form Tech-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
Form Tech-5	Team Composition & Task Assignments
Form Tech-6	CV for Proposed Professional Staff (Latest and duly signed by the concerned Staff)
Form Tech-7	Staffing Schedule
Form Tech-8	Work Schedule

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

(On Consulting Firm's letter head, in case of JV on Lead Firm's letter head)

To,

**Project Director
Combined Effluent Treatment Plants
Karachi Water & Sewerage Board
Room No. 1, Block-C, 9th Mile Karsaz Sharah-e-Faisal Karachi
Tel: 021-99245039**

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, a Financial Proposal sealed under a separate envelope.

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

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 Halt- 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 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:_____

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

A- Consultant's Organizaion

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

B- Consultant's Experience

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

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Co-ordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

Consultants' Name: _____

**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**

Technical approach, methodology and work plan are key components of the technical proposal. You are suggested to present your technical proposal (at most hundred pages, inclusive of charts and diagrams)

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

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

**FORM TECH-5 TEAM
COMPOSITION AND TASK ASSIGNMENTS**

Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

**FORM TECH-6. CURRICULUM VITAE (CV) FOR
PROPOSED PROFESSIONAL STAFF**
(Attach Latest CV and duly signed by the concerned 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, & writing]:
- 10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _____
Employer: _____
Positions held: _____

11. **Detailed Tasks Assigned** [List all tasks to be performed under this assignment]

12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

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.]

Name of assignment or project : _____
Year : _____
Location : _____
PA : _____
Main project features : _____
Positions held : _____
Activities performed : _____

13. **Certification:**

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

[Signature of staff member or authorized representative of the staff] Date : _____
Day/Month/Year

Full name of authorized representative: _____

**FORM TECH-7
STAFFING SCHEDULE**

Sr. No.	Name	Nos		Staff Input (in the form of bar chart)						Total Staff-month Input		
				1	2	3	4	5	6	Home	Field	Total
1			Home									
			Field									
2			Home									
			Field									
3			Home									
			Field									
4			Home									
			Field									
5			Home									
			Field									
6			Home									
			Field									
7			Home									
			Field									
8			Home									
			Field									
9			Home									
			Field									
10			Home									
			Field									
11			Home									
			Field									
12			Home									
			Field									

**TECH-8
WORK SCHEDULE**

S. No.	Activity	1	2	3	4	5	6	7
		Months						

SECTION – 4

FINANCIAL PROPOSAL – Standard Forms

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

FIN-1 : Financial Proposal Submission Form

FIN-2 : Summary of Costs

FIN-3 : Breakdown of Costs by Activity

FIN-4 : Breakdown of Remuneration at Design Phase

FIN-5 : Breakdown of Remuneration at Supervision Phase

FIN-6 : Breakdown of Reimbursable Expenses (Design Phase)

FIN-7 : Breakdown of Reimbursable Expenses (Construction Supervision Phase)

Appendix. Financial Negotiations – Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[_____ 2018]

To,
Project Director,
Combined Effluent Treatment Plant
Karachi Water & Sewerage Board
Room No. 1, Block-C, 9th Mile Office Sharah-e-Faisal Karachi
Tel: 021-99245039

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]

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

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

Name and Address of Agent	Amount of 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 and Firm: _____
Address: _____

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

Form Fin-2 : Summary of Costs

Item	Costs (Local Currency)
Total Costs of Financial Proposal	

General Conditions

- 1) In performance of the Professional Services, the conduct of normal duties, the Consultants shall be governed by the Code of Professional conduct and the Bye-Laws as laid down by the Pakistan Council of Architects and Town Planners (PCATP) and the Pakistan Engineering Council (PEC).
- 2) All fees required by Local Authorities for approval of Maps / plans and drawings (if any) shall be borne by the Client and are not included in Consultancy Fee.
- 3) Above fee includes Income Tax that shall be deducted by the Client from each bill of the Consultants and deposited in the Government treasury on behalf of the Consultants as per income tax rules. The paid tax Challan shall be provided to the Consultants.
- 4) The General Sales Tax (GST) / Sindh Services Tax, etc, if applicable on the consultants at the time of submission of bid, shall have to be included by the Consultants in their fees and shall be paid by the consultants.

Stamp / Seal

Signatures : _____

Name :

Title :

Company:

Dated:

Form Fin-3 Breakdown of Costs by Activity

Design Phase	Description Cost Pak Rs.
Remuneration	
Reimbursable Expenses	
Sub - Totals	

Construction Phase	Description Cost Pak Rs.
Remuneration	
Reimbursable Expenses	
Sub - Totals	

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 the same as, or correspond to the ones indicated in the second column of Form TECH-8.
3. Short description of the activities whose cost breakdown is provided in this Form.
4. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
5. For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Signature : _____

Name : _____

Title: _____

Dated: _____

Appendix "D"**FORM FIN-4 BREAKDOWN OF REMUNERATION AT DESIGN PHASE****A. Design Phase (Foreign Experts)**

No.	Name	Position	No.	Staff Input MM		Total MM	Monthly Rate (PKR)		Total Amount (PKR)
				HOME	FIELD		Home	Field	
1		Team Leader/Project Manager (Design Engineer CETP)	01	03*		03			
2		Plant & Equipment Expert (Wastewater Treatment Plant Expert)	01	03*		03			
3		Process Expert (Sewage / Wastewater Treatment Plant)	01	03*		03			
4		Hydraulics Expert	01	03*		03			
5		Environmental Engineer	01	02		02			
Sub Total (A)			05	14		14			

B. Design Phase (Local Experts)

No.	Name	Position	No.	Staff Input MM		Total MM	Monthly Rate (PKR)		Total Amount (PKR)
				HOME	FIELD		Home	Field	
1		Dy. Team Leader (CETP)	01	03		03			
2		Sr. Design Engineer (Structure)	01	03*		03			
3		Sr. Design Engineer (Mech.)	01	02		02			
4		Sr. Design Engineer (Elect.)	01	02		02			
5		Procurement Specialist	01	02		02			
6		Contract Engineer	01	02		02			
7		Jr. Engineers (Civil, Electrical, Mechanical)	03	03		09			
Sub Total (B)			09	17		23			

C. Design Phase (Support Staff)

No.	Name	Position	No.	Staff Input MM		Total MM	Monthly Rate (PKR)		Total Amount (PKR)
				HOME	FIELD		Home	Field	
1		Head Surveyor / G.I.S Expert	01	03		03			
2		Surveyors	03	03		09			
3		Quantity Surveyors	02	03		06			
4		CAD Operator	02	03		06			
5		Computer Operator	03	03		09			
6		Office Support Staff	05	03		15			
Sub Total (C)			16	18		48			

SUMMARY OF REMUNERATION, DESIGN PHASE

Foreign Experts	05	14		14			
Local Experts	09	17		23			
Support Staff	16	18		48			
Grand Total (A + B + C)	30	49		85			

* The one man-month of each Expert's Services will be taken in Construction Supervision Phase for vetting of the Design of respective CETP, submitted by the EPC Contractor.

Appendix "E"**FORM FIN-5 BREAKDOWN OF REMUNERATION AT SUPERVISION PHASE****A. Construction Supervision Phase (Local Experts)**

No.	Name	Position	No.	Staff Input MM		Total MM	Monthly Rate (PKR)		Total Amount (PKR)
				HOME	FIELD		Home	Field	
1		Chief Resident Engineer	01		18	18			
2		Project Manager	01		18	18			
3		Senior Resident Engineer (Civil)	02		18	36			
4		Senior Resident Engineer (Elect.)	01		15	15			
5		Senior Resident Engineer (Mech.)	01		15	15			
6		Environmental Specialist	01		16	16			
7		Sr. Material Engineer	01		18	18			
8		Material / Quality Assurance Engineer	02		18	36			
9		Resident Engineer (Civil)	05		18	90			
10		Resident Engineer (Electrical)	03		15	45			
11		Resident Engineer (Mech.)	03		15	45			
12		Asstt. Resident Engineer (Civil)	10		18	180			
13		Asstt. Resident Engineer (Electrical)	03		15	45			
14		Asstt. Resident Engineer (Mech.)	03		15	45			
15		Chief Surveyor / G.I.S	01		18	18			
Sub Total (A)			38		250	640			

B. Construction Supervision Phase (Support Staff)

No.	Name	Position	Qty.	Staff Input MM		Total MM	Monthly Rate (PKR)		Total Amount (PKR)
				HOME	FIELD		Home	Field	
1		Sr. Quantity Surveyor	01		18	18			
2		Surveyors	05		18	90			
3		Quantity Surveyor	02		18	36			
4		Site Inspector (Civil)	20		18	360			
5		Site Inspector (E&M)	10		18	180			
Sub Total (B)			38		90	684			

SUMMARY OF REMUNERATION, CONSTRUCTION SUPERVISION PHASE

	Local Experts	38		250	640			
	Support Staff	38		90	684			
Grand Total (A + B)		76		340	1324			

Total Man-Months

Design Phase	=	85
Construction Supervision Phase	=	1324
Total	=	1409 Man-Months

FORM FIN-6 BREAKDOWN OF REIMBURSABLE EXPENSES

DESIGN PHASE

No.	DESCRIPTION	Unit	Unit Cost	Qty.	Total Amount
1	Communication cost between Consultants and Client	Months		03	
2	Drafting, reproduction of reports, etc.	L.S		01	
3	Latest Model Computers (complete set) plus Printers, Scanners & Software	Nos.		05	
4	Canon / Xerox Photocopier Machine Latest Model (Made in Japan)	No.		01	
5	Laboratory tests and Soil Investigations (Design Stage)	L.S		01	
6	Transport during Design Phase (Rental vehicle 1300 cc with AC, POL, Maintenance, Driver and Comprehensive insurance (2 x 3)	Nos.		06	
7	Physical Surveys (includes Equipment, Vehicles and Party Man-Months, Survey Assistants, Labour and consumable)	L.S		1	
	Total : Reimbursable Expenses				

Items at Sr. No. 3 and 4 equipments shall be purchased by the Consultant with due approval of the Client and shall be the property of KW&SB and will be handed over with good / running condition after completion of Design Phase.

FORM FIN-7 BREAKDOWN OF REIMBURSABLE EXPENSES
CONSTRUCTION SUPERVISION PHASE

No.	DESCRIPTION	Unit	Unit Cost	Qty.	Total Amount
1	Communication cost between Consultants and Client	Months		30	
2	Drafting, reproduction of reports, etc.	L.S		01	
	Total : Reimbursable Expenses				

Note:

All facilities during Construction Phase to be provided by the Contractor in respective contracts.

APPENDIX. FINANCIAL NEGOTIATIONS – BREAKDOWN OF REMUNERATION RATES

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

1. Review of Remuneration Rates

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

(i) Salary

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

(ii) Social Costs

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

(iii) Cost of Leave

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

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

1

Where w = weekends, ph. = public holidays, v = vacation, and s = sick leave. It is important to note that leave can be considered a social cost only if the PA is not charged for the leave taken.

(iv) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue earning projects, taxes on business activities and business promotion costs.

During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last-three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PA does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(v) Fee or Profit

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

(vi) Away from Headquarters Allowance or Premium

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

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members. Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

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

3. PA Guarantee

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

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representation Regarding Costs and Charges

(Expressed in [insert name of currency])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per working Month	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarter	Proposed Fixed Rate per Working Months	Proposed Fixed Rate per Working Months ¹
Name Office									
Field									

- 1. Expressed as Percentage of 1
- 2. Expressed as Percentage of 4

Appendix "A"

SECTION – 5 (TOR / SCOPE OF SERVICES) TOR FOR CONSULTING SERVICES

Introduction :

The Karachi Water & Sewerage Board (KW&SB) intends to construct and operate treatment plants to treat industrial wastewater generated in different Industrial areas of Karachi. For this purpose, KWSB is inviting bids from competent Consulting Engineering Firms / Consortia for Design & Construction Supervision of Interceptor Sewers of each CETP and preliminary Design and Construction Supervision of Combined Effluent Treatment Plants in Five Industrial Zones of Karachi. The Project will be executed through EPC Contractors, that will be responsible for Detailed Design of Combined Effluent Treatment Plants (CETP) and the selected Consultancy Firm will vet the Detailed Design and modify it (if required).

An industrial estate is a composition of several different types of Industries located in one area, each producing effluent of varying wastewater characteristics. In a scheme of unplanned development, it is common practice for each company on an industrial estate to develop their individual effluent treatment plant. When the Industrial estate is considered as a whole, one observes that, because of this practice, valuable resources are wasted on effluent treatment. These resources include capital cost, land space, and maintenance costs.

A combined effluent treatment plant offers an alternative to the practice of having individual effluent treatment systems and makes better overall use of the resources of an industrial estate. In a combined effluent treatment plant, the effluents from the different industries are treated using one universal treatment system. Combined effluent treatment plants eliminate duplicity of treatment systems among the industries on the industrial estate and hence results in a reduction in the total capital required for the treatment of industries effluent.

In some cases, wastewater from some industries may require pretreatment before it is allowed to enter in the combined effluent treatment plant. This may be necessary because of a high pollution concentration produced by a specific industry or perhaps the presence of a specific group of constituents not treated by the combined effluent plant.

The benefits of a combined effluent treatment plant include reduced land space requirement than that of having individual treatment systems for each industry. This is because, as duplicity is removed, a combined treatment plant allows for efficiency of scale, rather than the construction of an all-new treatment process. Marginal Cost per unit of additional volume substantially reduced.

Combined effluent treatment plants also allow better monitoring and control of effluent quality. It also reduces the possibility of shock load on the environment. Monitoring of the pretreated influent to the combined wastewater treatment plant from each industry and enforcement of a penalty based system against industries with pollution load exceeding the accepted level work is required. This penalty based system will force industries to control their pollution level and hence encourage sustainable development.

Project Background

The scheme proposes to establish five (05) combined effluent treatment plant (CETP) for industrial areas/ hubs of Karachi. The proposed CETPs at SITE Trans Lyari area, Korangi, Landhi Industrial Area, North Karachi at F.B Area and SITE-II Superhighway Industrial Area, waste primarily for the removal of pollutions such as Bio Oxygen Demand (BoD) , Chemical Oxygen Demand (CoD) and Total suspended Solids (TSS) through the activated sludge process duly supported by Anaerobic UASB/EGSB reactor adopted being the most suitable treatment process for the CETPs for Karachi and will bring these pollutants within National Environmental Quality Standard (NEQS & SEQS) and will help in controlling the disposal of untreated industrial waste into the water bodies in and around Karachi.

Objective of the Project:

The objective of the proposed project is to assist in the implementation of the government's Policy on Pollution abatement and promote cost-effective pollution treatment for industrial units/establishments. It will help to control the indiscriminate discharge of heavily polluted wastewaters and improve the condition of the receiving water bodies, thus ensuring an environmentally sustainable social and economic development of the area. Achievement of the project objective will also contribute to a successful implementation of the National Conservation Strategy,

The basic purpose of the CETPs is to treat wastewater before its final discharge into the receiving water body as per NEQS and SEQS requirements. The main objectives of the project are:

- a) To avoid contamination of natural water bodies:
- b) To avoid contamination of Soil and ground water:
- c) To avoid contamination of agricultural crops, in case the farmers use the untreated water of irrigation.
- d) To avoid unnecessary expenditure incurred on health due to usage of polluted water.
- e) To avoid nuisance caused by odor or unsightly appearance.
- f) To meet the new challenges in the international market to the export oriented industry, due to the WTO.

SCOPE OF WORK

Scope of Services (Design Phase)

Services in Design phase shall include but not limited to the following :-

- Consultant shall review the existing survey and investigation data available in final feasibility report and in case of any ambiguity and lack of data, shall conduct all field, topographic and control surveys, prepare geotechnical studies and reports, wastewater sampling and testing and analysis work.
- Consultants are required to carryout a survey of flow pattern in each of following industrial Areas with specific reference to the wastewater flows presently discharged by these areas into both the recently laid sewerage system and the different adjacent nalas, based on on-site verification survey and submit report.
 - CETP 1 : (SITE)
 - CETP 2 : (Translyari)
 - CETP 3 : (F.B Area/ North Karachi)
 - CETP 4 : (Landhi/Korangi)
 - CETP 5 : (Super Highway SITE Phase 2)
- Conduct On - ground survey and identification of all major outfall points of piped sewerage system, storm drains & natural nalas from each of above mentioned industrial areas.
- Based on on - ground surveys, the consultants shall suggest the most suitable and durable interceptor drains for catching the industrial & adjacent municipal sewer (which may not be avoided), and carrying these sewer flows to the relevant CETPs location.
- Carry out topographic surveys, Effluent quality testing & soil investigations required for each CETPs and their proposed interceptors components
- There are several alternative process methods which all fall within the category of activated sludge processing. The Consultant shall therefore prepare a comparative analysis of the treatment processes with a recommendation as to the most effective and efficient process for incorporation into the treatment of CETP.
- Prepare an Institutional framework for the operation, maintenance & functioning of each CETPs including:
 - On key parameters such as technology, operating costs, characteristics of Effluent and tariff.
 - Prepare Schedule of proposed tariff to be charged to user industrial covering 5 - 10 years period considering the operating cost of collection system, CETPs, and a share of operating cost of common Hazard waste handling facility.

- Consultation of representatives of Industrial Estates & major categories of industrial units to ensure that the proposed tariffs are feasible.
- Prepare Institutional framework that shall operate & maintain the CETPs facility with identification of all major stakeholder beside KW&SB, and the tariff collection mechanism as per feedback from Industrial Estates & major categories of industrial units.
- Prepare detailed Geographical information system (GIS) mapping of each industrial area to include each plot within the area. GIS Mapping should include the major existing sewerage & drainage system, each industrial plot with number, each major & minor road & street, sewerage lift or pumping stations, and industry names. The GIS system shall be later handed over to the CETPs operating organization for checking & managing the measurements of sewer quality being discharged by its catchment area industries for effective & efficient running of CETPs.
- Consultants should also plan Detailed Design a common hazardous waste handling facility for disposal of sludge generated from CETPs. Prepare the planning parameters & Design criteria for the common Hazardous waste handling facility.
- The consultant can propose any other work required which they consider essential for effective functioning of the CETPs.
- The Consultants should in consultation with KW&SB discuss the details of CETP & characteristics of proposed discharge so that the project does not have a negative environmental impact.
- Prepare detailed Design Criteria for each of the CETPs including effluent quantity & quality expected and flow charts of each CETP.
- Prepare the technical specifications & preliminary Engineering Design / Functionality requirements as per contract packaging for each of the CETP considering the ground realities.
- Foreign consultants/ experts inputs shall be taken for the Design Criteria, specifications & Engineering Design / functionality requirements by the local consultants, and the same should be documented & integrated into the relevant design reports.
- Prepare the tender documents for each components of each CETP. All reasonable care shall be taken to ensure that the documentation is in conformity to PPRA Sindh and Pakistan Engineering Council, laws of Pakistan or Internationally accepted engineering standards.
- Preparation of engineering estimates for each contract package based on prevailing market rates with rate analysis (cost breakup).
- Based on its own surveys the consultants may review the project components and identify additional works for immediate implementation.
- To Assist KW&SB in the pre-qualification of EPC (Engineering, Procurement & Construction) and Civil Contractors under different groups, and preparation of shortlist thereof for each of the relevant work packages as per SPPRA 2010 and P.E.C.

- Response to Enquiries of Contractors regarding Bidding Document.
- Conduct pre-bid meeting including preparation of meeting minutes.
- To assist the Employer in detailed evaluation and submission of the tender evaluation report with firm recommendations.
- The total services shall also include any other extra work assignment relating to the Project required by the Competent Authority of KW&SB not covered in the contract. This should be carried out on mutually agreed terms & conditions.
- Prepare & submit all required surveys, soil investigations, Design related reports including soil investigations, Design Criteria, GIS based maps, and progress reports.
- Detailed Design of Interceptor Sewer of each Industrial Area to their respective CETP site.
- Conduct Environmental Impact Assessment of each CETP as per Sindh EPA guideline and through PEC registered Consultant in respective categories.
- Preparation of Bidding Document of Interceptor Sewer work civil works design by the Consultant including Conditions of Contract, Bill of Quantities, Bidding Drawings.
- Preparation of Bidding Document (EPC / Design Built) for electrical, mechanical and Civil of CETP including Bill of Quantity, Conceptual Drawings and specifications of International Standards.

Scope of Services (Construction Supervision Phase)

Services in Construction Supervision and Project Management shall include but not limited to the following :-

- The Consultant shall be responsible for Construction Supervision and Contract Management Services throughout the duration of the Project including Defect Liability Period.
- Conduct the pre-construction conference / kick-off meeting including review of comments preparation of meeting minutes.
- To vet the Design of each CETP submitted by the respective EPC Contractors and to recommend the Employer for approval.
- Schedule preparation (schedule shall be coordinated with Contractor's schedule / work plan).
- Verification of Interim Payment Certificates submitted by the Contractor.
- Preparation and submittal of monthly Consultant progress reports. The monthly progress shall include:-
 - Short description of background of the Project.
 - A short review of work accomplished during the previous month
 - A short review of work to be accomplished the following months.
 - A list of problem areas, if any, and propose corrective actions.

- An updated schedule based on Contractors schedule of work), showing work.
- Progress and completion percentage (financial / physical)
- A Bar Graph comparing the monthly invoiced amount and cumulative billing with the total authorized construction budget.
- Attached digital photograph of work done of respective months.
- Schedule Evaluation (Actual verses Planned Progress)
- Record Management
- Coordination of site meetings of Employer's representative with the contractor and preparation of meeting minutes.
- Review of Contractor's contract execution for compliance with Contract Document requirement.
- Review of Contractor's submittals for compliance with contract document.
- Checking Contractor's claim and forwarding subsequent recommendation to Employer.
- Take the digital photos of work in progress.
- Quality assurance materials testing services.
- Review and approval of Contractors survey layouts and levels.
- Inspect installation of electro-mechanical equipment as per the manufacturer guidelines and bidding documents.
- Recommendation to Employer as to the release of payments and retention to Contractor.
- The Consultant shall be responsible for providing Operation and Maintenance Manual which shall include:-
 - Plant description highlighting plan design capacity, treatment process and system components.
 - Pre-commissioning, Commissioning and Start-up activities.
 - Plant operation, data collection and reporting.
 - General and routine maintenance activities and maintenance record.
 - Process troubleshooting
 - Plant shutdown activities.
 - Plant staffing and training program
- During pre-commissioning and commissioning the plant services include:-
 - Inspection and approval of Hydraulic Testing of Civil structures and piping constructed by Contractor (pump houses, mechanical screens, sludge pumping station, etc.)
 - Dry and wet testing of mechanical equipment and instrumentation
 - Recommendation on any defects comes about during pre-commissioning activities.
 - Develop scope of work to define the Employer's responsibility in commissioning.
 - Deploy a commissioning team to assist and train Employer's Operation and maintenance team

Appendix "C"

Key Personnel (Staffing Requirement)

Consultant Staff Minimum Qualification & Relevant Work Experience

A. Design Phase (Foreign Experts)

Sr. No.	Position	Qualification	Relevant Experience
1	Team Leader / Project Manager (Design Engineer CETP)	Ph.D / M.E (Civil) or Equivalent	Twenty years
2	Plant & Equipment Expert (Wastewater Treatment Plant Expert)	M.E / B.E (Mechanical) or Equivalent	Fifteen years
3	Process Expert (Sewage / Wastewater Treatment Plant)	M.E / B.E (Chemical) or Equivalent	Ten years
4	Hydraulics Expert	M.E / B.E (Civil) or Equivalent	Ten years
5	Environmental Engineer	M.E / B.E (Environmental) or Equivalent	Ten years

B. Design Phase (Local Experts)

Sr. No.	Position	Qualification	Relevant Experience
1	Dy. Team Leader (CETP)	M.E / B.E (Civil)	Fifteen years
2	Sr. Design Engineer (Structure)	M.E / B.E (Civil)	Ten years
3	Sr. Design Engineer (Mech.)	M.E / B.E (Mechanical)	Ten years
4	Sr. Design Engineer (Elect.)	M.E / B.E (Electrical)	Ten years
5	Procurement Specialist	B.E (Civ. / Elect. / Mech.)	Ten years
6	Contract Engineer	B.E (Civil)	Ten years
7	Jr. Engineers (Civil, Electrical, Mechanical)	B.E (Civ. / Elect. / Mech.)	Three Years

C. Construction Supervision Phase (Local Experts)

Sr. No.	Position	Qualification	Relevant Experience
1	Chief Resident Engineer	M.E / B.E (Civil)	Twenty years
2	Project Manager	B.E (Civil)	Fifteen Years
3	Sr. Resident Engineer (Civil)	B.E (Civil)	Fifteen Years
4	Sr. Resident Engineer (Electrical)	B.E (Electrical)	Fifteen Years
5	Sr. Resident Engineer (Mech.)	B.E (Mechanical)	Fifteen Years
6	Environmental Specialist	M.E (Environment) or Equivalent	Fifteen Years
7	Sr. Material Engineer	M.E / B.E (Civil)	Fifteen Years
8	Material/Quality Assurance Engineer	B.E (Civil)	Fifteen Years
9	Resident Engineer (Civil)	B.E (Civil)	Ten Years
10	Resident Engineer (Electrical)	B.E (Electrical)	Ten Years
11	Resident Engineer (Mechanical)	B.E (Mechanical)	Ten Years
12	Asstt. Resident Engineer (Civil)	B.E (Civil)	Five Years
13	Asstt. Resident Engineer (Elect.)	B.E (Electrical)	Five Years
14	Asstt. Resident Engineer (Mech.)	B.E (Mechanical)	Five Years
15	Chief Surveyor / G.I.S	D.A.E (Civil) & G.I.S Certificate or equivalent	Twenty Years
16	Sr. Quantity Surveyor	B.Tech. (Civil) / D.A.E (Civil)	Ten Years
17	Surveyors	B.Tech. (Civil) / D.A.E (Civil)	Five Years
18	Quantity Surveyor	B.Tech. (Civil) / D.A.E (Civil)	Five Years
19	Site Inspector (Civil)	B.E (Civil) / B.Tech. Hons. (Civil)	One Year
20	Site Inspector (E&M)	B.E (E&M) / B.Tech. Hons. (E&M)	One Year

Note: The Consultancy Firms / Joint Venture / Consortium willing to participate are required to furnish the organizational setup alongwith the Standard Operating Procedures (SOP) defining the area of responsibilities and job description of each cadre / post relating to CETP Project.

Material / Quality Assurance Engineer

Quality Assurance Engineers will support the Senior Material Engineers. They will have at least 10 years professional experience, for this project. Consulting Firms will extend its quality system to cover the duties of the supervisory staff. The introduction of quality assurance techniques will greatly assist them to supervise effectively the large number of construction contracts because they will minimize sources of error and enable immediate corrective action to be taken if required. This is in contrast to the more traditional approach where undetected errors are only indicated when a fault develops in service and have to be corrected at that time.

Quality Assurance Engineers will assist the Senior Resident Engineers by implementing :-

- i. Implementation of the quality system through use of appropriate quality procedures.
- ii. Preparation of quality plan for the site supervision of the relevant part of the works (for the approval of the appropriate Senior Resident Engineer)
- iii. Review and monitor the performance of the quality system as applied to the project by means of regular internal quality audits.
- iv. Establish the need for and implement any corrective action to the site supervision if indicated necessary by the internal audit.
- v. Establishment and maintenance of quality records and their incorporation into the "handing over" documentation to KW&SB.
- vi. Performance regular external quality audits on each contractor and establish the need for any corrective action, supervise and approve the implementation of the corrective action.

Commissioning and Operation

The Engineering Firms will make an outline assessment during the design Phase of the staffing arrangements required for the operation of the project and particularly of the establishment of Combined Effluent Treatment Plant and its machineries, pumping stations. When the contractor's detail designs are available the Engineering Firms will assist in developing the staffing arrangement in detail with job specifications, numbers of staff, qualifications, training requirements etc.

The contractor will be required to operate the works during the trial run period and this will be valuable opportunity for staff to gain operational experience while the Engineering Firms and contractor's staff is on site. During the maintenance period, it will be a contractual required requirement for the contractor staff to return from time to time, to advise on any operational problems, which may arise.

PROJECT DURATION

1. Design Phase	03 Months
2. Construction & Supervision Phase	18 Months
Total Duration :	21 Months

Consulting Firms may propose any upward adjustments in the man months inputs, if they feel the estimated Man-Months is on lower side.

The General Duties of Senior Staff

The Project Director / Project Manager designated by KW&SB, will deal with all the contracts. The Consulting Firm / Consortium / Joint Venture shall act as "Engineer". The Key Personnel of the Engineering Firms submitted in the RFP Documents, if they are not available after the Agreement of the Contract so that Key Personnel will be appointed with the approval of the Employer as per Original Criteria mentioned in the RFP Document.

PROJECT COMMENCEMENT

The services shall be commencing immediately after the signing of the Contract Agreement or when client instruct the Consultants to begin carrying out the services.

Appendix "B"

Reporting Requirements & Time Schedule for Deliverables

By way of illustrations, and not limitation, the reports to be submitted by the Consultants to KW&SB as part of deliverables under consultancy services will include the following:

Description	No. of Days	No. of Copies
Inception Report	30	05
Detailed Survey Report of each CETP and Interceptor Sewer	45	05
Design Report (Draft)	60	05
Design Report (Final)	65	10
Prequalification Documents	30	10
Bidding Documents of each CETP and Interceptor Sewer	60	10
Engineering Estimate of each CETP and Interceptor Sewer	60	04
Construction Drawings of each Interceptor Sewer	As required	10
Monthly Progress Report	Each Month	07
Revised PC-I (if required)	As required	10
Operation & Maintenance Manuals (Draft)	Supervision Stage	05
Operation & Maintenance Manuals (Final)	- Do -	10
Project Completion Report (Draft)	After completion	05
Project Completion Report (Final)	After completion	10

Note: The softcopy of all reports, documents, drawings, etc. shall be provided.

SECTION – 6 GENERAL CONDITIONS OF CONTRACT

GENERAL PROVISIONS

Definitions

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

- a. "Applicable Law" means the Sindh Public Procurement Act, there-under Rules 2010.
- 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" mean 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 firm, 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 Authority 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 Tax 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, subcontractors, 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 obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

- B.** If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as **Appendix "G"** to this Form of Contract, then the Client shall be entitled to:
- a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
 - b) Terminate the Contract; and
 - c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and 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 Modification or Variations

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

2.5 Force Majeure

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

2.5.2 No Breach of Contract

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

The terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the PA

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

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

2.6.2 By the Consultant

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

- a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment overdue.

- c) If, as the result of Force Majeure, the Consultant is unable 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 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 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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Stand 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 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.).

3.3 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"**, Sheet
- 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 **Appendix "B"** hereto, in the form, in the numbers and within the time periods set forth in the "Reporting Requirements".
- b. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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

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

3.8 Accounting, Inspection and Auditing

- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANTS' PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

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

5.2 Changes in the Applicable Law Related to Taxes and Duties

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

6. PAYMENTS TO THE CONSULTANT

6.1 Security

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

6.2 Lump-Sum Payment

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

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" & "E"**

6.5 Terms & Conditions of Payment

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

7. Good Faith

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Resolution

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

SECTION – 7 SPECIAL CONDITION OF CONTRACT by KW&SB

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

No. of GC Clause	Amendments of, and supplements to, Clauses in the General Conditions of Contract
Definition (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 Technical Standard Forms, Financial Standard Forms, Term of Reference, .
1.1	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
1.3	The language is English
1.4	The addresses are: <u>For the Client :</u> Project Director (CETP) Karachi Water & Sewerage Board Room No. 1 Block-C, 9th Mile Karsaz Office, Shahrah-e-Faisal, Karachi Procuring Agency: Karachi Water & Sewerage Board Attention: Project Director (CETP) Phone: 021-99245039 <u>For the Consultant:</u> Team Leader during Design Phase Chief Resident Engineer during Construction Phase
1.5	Five Industrial Zones of Karachi city.
{1.6}	Note: If the Consultant consists of a joint venture / consortium / association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.
1.7	The authorized Representatives are : For the KW&SB : Project Director (CETP) For the Consultant : _____
1.8	As per RFP
2.2	The date for the commencement of Services is : Date of signing of Agreement
2.3	The time period shall be = 03 Months for Design and 18 Months for Supervision.

3.4	The risks and the coverage shall be as follows:- <ul style="list-style-type: none">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 (Rs. 2.00 Million);b. Third Party liability insurance, with a minimum coverage of (Rs. 10.00 Million);c. Professional liability insurance, with a minimum coverage of (Rs. 5.00 Million);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 appropriated; ande. 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.
3.7 (b)	Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used: The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.
5.3	Not applicable
6.1	Bid Security shall be submitted equivalent to 2% of the Bid Cost. Bid Security shall be placed with financial proposal in sealed envelop. Performance security shall be 5% of the Accepted Bid Price.
6.3	All payments shall be in Pak Rupees without any Foreign Currency implication.
6.5	Payments shall be made according to the following schedule: <ul style="list-style-type: none">a) Design Phaseb) Construction Supervision Phase
8.2	Disputes shall be settled by Complaint Redressal Committee define in SPPR 2010 or through arbitration Act of 1940 in accordance with the following provisions: The Arbitration shall take place in Karachi.

SECTION – 8 INTEGRITY PACT

Appendix "G" (Integrity Pact)

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

Contract Number: _____ Date: _____
Contract Value : _____
Contract Title: _____

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

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

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

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

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

Name of Buyer:..... Name of Seller /
Supplier:.....

Signature:.....

Signature:.....

SECTION – 9

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 "Reporting Requirements" within the time periods listed in above "Reporting Requirements", and the personnel listed in **Annex "C"**, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services

2. Term

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

3. Payment

A. Ceiling

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

C. Payment Conditions

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

4. Economic Price Adjustment

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

"Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

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

$$R_1 = R_{10} \times \frac{I_1}{I_{10}}$$

where R_1 is the adjusted remuneration, R_{10} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_1 is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{10} is the official rate of inflation for the month of the date of the Contract."]

5. Project Administration

A. Coordinator

The PA designates: The Project Director (CETP) as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets

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

C. Records and Accounts

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

- 6. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.
- 8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.
- 9. 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.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof without the PA's prior written consent.
- 12. 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.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

FOR THE KW&SB

FOR THE CONSULTANT

Signed by _____

Signed by_____

Title _____

Title_____

Witness No.1

Witness No.2

SECTION – 10 EVALUATION CRITERIA

Mandatory Requirement :

The Firms not fulfilling / submitting the below requirements shall be considered as non-responsive and be declared technically non-qualified and their Financial Bid shall returned unopened.

- a. Valid license from Pakistan Engineering Council (PEC) for the year 2018 with specialized field in Sewage Treatment Plant (PEC Specialization Field Code 1204)
- b. Valid Registration with Income Tax Department.
- c. Audited Balance Sheet for Last 3 three years.
- d. Certificate of Registration with Sindh Revenue Board showing Sindh Sales Tax number (SNTN).
- e. Affidavit on stamp paper of Rs. 100/- (duly notarized), providing list of present or past litigation of Consultancy Firm with any Organization, Govt. Deptt., or private concern, if no litigation, affidavit should mention the same.
- f. The undertaking / certificate should be submitted by the Consultancy Firms for not blacklisting in past.
- g. Original RFP Document purchased/issued to the firm, from Office of the Project Director (CETPs) shall be returned in binded form duly filled, signed and stamped.
- h. Minimum Annual Turn over (Rs. 125.00 Million) for last three years.

Evaluation Criteria for Establishment of Combined Effluent Treatment Plants (CETP) for Industrial Areas of Karachi including laying of interceptor Sewers.

1	Specific Experience of the Consulting Firms / Consortia Relevant to the Assignment	20 Points
a)	Design (Preliminary/Detailed) of Combined Effluent Treatment Plant and allied works including cost, completed or in hand during the last 15 years in Pakistan or abroad (2 points for each project of Rs.500 Million or more)	04 Points
b)	Design (Preliminary/Detailed) of Sewage Treatment Plant and allied works including cost, completed or in hand during the last 15 years in Pakistan or abroad (2 points for each project of Rs.500 Million or more)	08 Points
c)	Construction supervision of Combined Effluent Treatment Plant and allied works including cost, completed or in hand during the last 15 years in Pakistan or abroad (2 point for each project of Rs.500 Million or more)	04 Points
d)	Construction supervision of Sewage Treatment Plant and allied works including cost, completed or in hand during the last 15 years in Pakistan or abroad (2 point for each project of Rs.500 Million or more)	04 Points

2	Adequacy of the Proposed Technical Approach, methodology and work plan in responding to the Terms of Reference	30 Points
a)	Understanding of the Scope of Work and Design considerations of Combined Effluent Treatment Plants (Detailed Description)	5 Points
b)	Submit the Environmental Management Plan to be followed through Project Construction Phase.	5 Points
c)	Specialized Services, skills and access to particular technologies of a Consultant, and its approach to Design and Construction Supervision of the CETP Project.	4 Points
d)	Technical approach and methodology of the detailed Engineering Design and its various components.	4 Points
e)	Methodology of Construction Supervision and its various components.	4 Points
f)	Work Plan: for submittals and deliverables matching with the work plan. Logical sequence of tasks and coverage of all Principal Activities envisaged by the Engineering Firms with respect to the TOR	4 Points
g)	Quality Management System covering complexity of the assignment with assured best standard quality.	4 Points
3.	<u>KEY PROFESSIONAL STAFF QUALIFICATION AND COMPETENCE FOR THE ASSIGNMENT (DESIGN TEAM EXPERTS)</u>	25 POINTS
	<u>FOREIGN EXPERTS</u>	10 POINTS
a)	Team Leader / Project Manager (Design Engineer CETP)	2 Points
b)	Plant & Equipment Expert	2 Points
c)	Process Expert	2 Points
d)	Hydraulics Expert	2 Points
e)	Environmental Engineer	2 Points
	<u>LOCAL EXPERTS</u>	15 POINTS
a)	Dy. Team Leader (CETP)	4 Points
b)	Sr. Structural Engineer	3 Points
c)	Sr. Mechanical Engineer	2 Points
d)	Sr. Electrical Engineer	2 Points
e)	Procurement Specialist	2 Points
f)	Contract Engineer	2 Points
4	<u>KEY PROFESSIONAL STAFF QUALIFICATION AND COMPETENCE FOR THE ASSIGNMENT (SUPERVISION TEAM)</u>	25 POINTS
a)	Chief Resident Engineer	5 Points
b)	Project Manager	5 Points
c)	Senior Resident Engineer (Civil)	3 Points
d)	Senior Resident Engineer (Electrical)	3 Points
e)	Senior Resident Engineer (Mechanical)	3 Points
f)	Environmental Specialist	3 Points
g)	Sr. Material Engineer	3 Points

Requirements

- 1) Each Firm / Consortium must secure at-least 50% points in each Section to qualify.
- 2) Firms / Consortium obtaining 70% or above score on aggregate shall pass the Technical Proposal Evaluation.

Weightage for Serial No. 3 and 4 of Evaluation Criteria

1. Weightage for evaluation of CV of each professional shall be as following:-

➤ **General Qualifications**

- Design Phase : PhD = Full marks, Masters = 80% marks and Bachelors = 60% marks
- Construction Supervision Phase : Masters = Full marks, Bachelors = 80% marks

The required staff having lesser experience then mentioned in Appendix "C" of this R.F.P Document will get zero "0" marks in Serial No. 3 and 4 of the Evaluation Criteria.

Important Note

Non-responsiveness or non-compliance of the Technical Proposal to the information required by the TOR and Scope of Work may result in the rejection of the Technical Proposal and return of the financial proposal unopened to the Consulting Firm (s). Furthermore, the minimum passing marks for the technically qualified is 70 Points, any applicant scoring less than 70 technical points shall be rejected and will also not be entertained for Financial Bid opening.