



Government of Punjab, Pakistan

REQUEST FOR PROPOSALS

CONSULTANCY SERVICES OF

**"RESIDENT SUPERVISION OF WASA LAHORE
ANNUAL DEVELOPMENT PROGRAM (ADP) 2024-
25 SCHEMES"**

October, 2024

**WATER & SANITATION AGENCY (WASA)
LAHORE DEVELOPMENT AUTHORITY**

Preface

This Request for Proposal (“RFP”) has been prepared by the WASA Lahore and is based on the Standard Request for Proposal (“Standard RFP”) issued by the Punjab Procurement Regulatory Authority (“the Authority”), dated October, 2021.



Section 1. Letter of Invitation

Request for Proposal(s) (RFP)

for

“RESIDENT SUPERVISION OF WASA LAHORE ANNUAL DEVELOPMENT PROGRAM (ADP) 2024-25 SCHEMES”

Date: 15.10.2024

1. WASA, Lahore invites proposals from consultants shortlisted by P&D Department, Punjab for sector of “Water Supply, Sanitation and Public Health Engineering” for FY 2024-25 as per Clause 16 of PPRA Rules.
2. The Government of the Punjab has set aside funds for the WASA Lahore during the financial year FY 2024-25. It is intended that these funds will be used to cover eligible payment under the Consultancy Contract for the “Resident Supervision of WASA Lahore Annual Development Program (ADP) 2024-25 Schemes”
3. WASA Lahore now invites proposals to provide the following consulting service “Resident Supervision of WASA Lahore Annual Development Program (ADP) 2024-25 Schemes”. More details on the services are provided in the Terms of Reference.
3. The Request for Proposal (RFP) has been addressed to the following thirteen (13) firms pre-qualified by Planning & Development Department, Punjab for sector of “Water Supply, Sanitation and Public Health Engineering” for FY-2024-25 and circulated vide No.DGME/OREQ/DC/2024-25/232 dated 19.08.2024:
 1. Asian Consulting Engineers Private Limited
C-3 Jehlum Block Green Forts-II near DHA EME Sector Canal Bank Road Lahore
03044356356, Rana.saifullah@asiancon.com
 2. Associated Consulting Engineers ACE Limited
1-C MM Alam Road, Lahore
03014175451, aceron@brain.net.pk
 3. Eminence One (SMC-PVT) LTD
111 G, 2nd Floor, Phase 1, DHA, Lahore
03444966774, Epec_04@yahoo.com
 4. Engineering Consultancy Services Punjab Private Limited
2nd Floor, 83-A, E/1, Main boulevard, Gulberg-III, Lahore
03216020454, info@ecsp.com.pk

5. Enviro Consult (SMC-PVT) LTD
265, Street No. 8, Cavalry Ground Ext. Lahore Cantt
03004013516, Ameerhamza.enviro@gmail.com
 6. ES. Consultants Pvt. Ltd
House No 85, Sector A-III, Street No. 09, Johar Town Lahore
03004278737, esc@esclahore.com.pk
 7. ESS-I-AAR
Suite No. 314, 3rd Floor, Mashriq Center Block -14, Gulshan-e-Iqbal, Karachi
03003454008, Eia1946@hotmail.com
 8. G3 Engineering Consultants (PVT) LTD
57-M, Gulberg-III, Lahore
03227807619, info@g3ec.com
 9. Indus Associated Consultants (PVT) LTD
18, FCC, Gulberg 4, Syed Maratab Ali Road, Lahore
92321901254, induscon@gmail.com
 10. Mascon Associates (PVT) Ltd (Lead Firm) and HA Consulting (Partner Firm)
106-D/2 Wapda Town, Lahore
03362709445, Mascon_193@hotmail.com
 11. National Engineering Services Pakistan (Private) Limited
Nespak, House, 1-C, Block-N, Model Town Extension, Lahore
03347306891, Jamshaid.mahmood@nespak.com.pk
 12. Sampak International (PVT) Ltd
House 568, Block G Phase 1 Johar Town, Lahore, Punjab
03144138784, syedhasanshirazi@gmail.com
 13. SKAFS Consultants (PVT) Ltd
House No. 36-C, Block G Johar, Town, Lahore
03018484127, saqlain@skafs.com
5. A firm will be selected under the “Quality and Cost Based Selection (QCBS)” and procedures described in this RFP, in accordance with the Punjab Procurements (PPRA) Rules 2014 amended up-to-date and the Consultant Selection Guidelines issued by the Planning & Development Department, Punjab.
6. The RFP includes the following documents:
- Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal [FTP] - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – PPRA’s Policy – Corrupt Practices

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract [Lump-Sum]

7. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.
8. It is not permissible to transfer this invitation to any other firm.
9. RFP of the above-mentioned project can be downloaded from PPRA or WASA, Lahore Official website. (Link: [PPRA SERVICES PORTAL :: Active Procurement \(punjab.gov.pk\)](http://ppra.gov.pk) or [Tenders | WASA, Lahore \(punjab.gov.pk\)](http://wasa.gov.pk)).
10. Please acknowledge us the receipt of proposal in writing and/ or in electronic form at the email address : dmdengglhrwasa@gmail.com.

This information should be sent to the following address:

Designation: Dy. Managing Director (Engineering),
Water & Sanitation Agency, Lahore
Address: WASA, Head Office, Zahoor Elahi Road
Gulberg-II, Lahore, Pakistan

Yours sincerely,

**Hafiz Muhammad Ijaz Rasul
DY. MANAGING DIRECTOR (ENGG.),
WATER & SANITATION AGENCY
LAHORE**

Section 2. Instructions to Consultants and Data Sheet

["Notes to the Procuring Agency": This Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Authority and not inconsistent with PPR-14, to address respective project or particular procurement issues, to supplement, but not override, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Procuring Agency" should be deleted from the final RFP issued to the shortlisted Consultants/ eligible Consultants].

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with, the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the jurisdiction of the province of Punjab, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Consultant" means individual consultant, a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.
- (d) "Contract" means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (e) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to override, the provisions of the ITC.
- (f) "Day" means a calendar day.
- (g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant/ Sub-Contractor or Joint Venture/ Consortium member(s).
- (h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its

members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

- (i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (j) “ITC” (Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (k) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the Procuring Agency to the shortlisted Consultants.
- (l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (n) “RFP” means the Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the STANDARD RFP.
- (o) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (p) “STANDARD RFP” means the Standard Request For Proposal, which must be used by the Procuring Agency as the basis for the preparation of the RFP.
- (q) “Sub-Consultant” means an entity to whom the Consultant intends to sub-contract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.
- (r) “TORs” (Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work,

activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Agency named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that

has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-Contractors) 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 for the same or for another Procuring Agency.

c. Conflicting relationships

- (iii) Relationship with the Procuring Agency's staff: a Consultant (including its Experts and Sub-Contractors) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt

5.1 The Authority requires compliance with its Regulatory

- Practices** Framework in regard to corrupt practices as set forth in Section 6.
- 5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-Contractors, sub-Contractors, Consultants, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and Contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
- 6. Eligibility**
- 6.1 Unless stated otherwise in the Data Sheet, The Procuring Agency permits Consultants (individuals and firms, including Joint Ventures, Consortium and their individual members from all countries (which fulfill the required criteria and registered with relevant authorities) except (countries to mentioned as per policy of the government) to offer consulting services for the project.
- 6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, Joint Venture/ Consortium members, Sub-Contractors, agents (declared or not), sub-Contractors, Consultants, suppliers and/or their employees meet the eligibility requirements.
- 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
- a. Sanctions** 6.3.1 A firm or a Consultant declared blacklisted by the Procuring Agency or the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a Contract, during such period of time as determined in the Blacklisting Order or determined by the Authority whichever is later. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.
- b. Prohibitions** 6.3.2 Firms and Consultants of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).
- c. Restrictions for Government-owned Enterprises** 6.3.3 Government-owned enterprises or institutions shall also be eligible as per provisions of PPR-14.
- d. Restrictions for** 6.3.4 Government officials and civil servants are not eligible

public employees

to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government. However, they are eligible if they:

(i) are on leave, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave, resigning, or retiring

(in case of resignation or retirement, a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer, should pass before working as Consultants for the same agency); and

(iii) would not create a conflict of interest if hired.

B. Preparation of Proposals

- 7. General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Contract, the Procuring Regulatory Framework regarding corrupt practices.

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture/ Consortium) shall submit only one Proposal, either in its own name or as part of a Joint Venture/ Consortium in another Proposal. If a Consultant, including any Joint Venture / Consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This condition also applies on a Sub-Consultant, or the Consultant's staff, Key Experts and Non-Key Experts not to associate with more than one Consultant.

12. a. Proposal Validity

12.1 Proposals shall remain valid for the period specified in the **Data Sheet** after the Proposal submission deadline prescribed by the Procuring Agency.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

12.4 The Proposal Securing Declaration/Bid Security *[to be decided by the procuring agency]* is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the Consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.

12.5 Any Proposal not accompanied by a Proposal Securing Declaration/Bid Security *[to be decided by the procuring agency]* shall be rejected by the Procuring Agency as non-responsive.

12.6 The Proposal Securing Declaration/Bid Security *[to be decided by the procuring agency]* of a Joint Venture/ Consortium must be in the name of the Joint Venture/ Consortium submitting

the Proposal.

b. Performance security

12.7 The successful Consultant's Proposal Securing Declaration /Bid Security *[to be decided by the procuring agency]* will be discharged upon signing of the Contract with the Successful Consultant, and furnishing the performance security in accordance with Rule-56 of PPR-14 as specified in Data Sheet.

12.8 A Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration/Bid Security *[to be decided by the procuring agency]*:

(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or

(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:

(i) sign the Contract, or

(ii) furnish the required performance security

c. Extension of Validity Period

12.9 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the Procuring Agency) after recording the reason(s) in writing. Such extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period or 180 days whichever is more. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period.

12.10 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.11 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

d. Substitution of Key Experts at Validity Extension

12.12 If any of the Key Experts become unavailable for the extended validity period or during the continuation of consultancy services, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring

Agency together with the substitution request. Finally, the Procuring Agency shall decide whether to accept the substitute or otherwise. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.13 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.

e. Sub-Contracting 12.14 The Consultant shall not sub-contract the whole of the Services.

13. Clarification and Amendment of RFP 13.1 The Consultant may request a clarification of any part of the RFP to be received by the Procuring Agency at least three (03) days before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency will respond in writing, or by standard electronic means, and will send the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, but not later than three (03) Working Days prior to the Proposals' submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing, or by standard electronic means.

13.1.2 If the amendment is substantial, the Procuring Agency may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant who has already submitted the Proposal prior to any amendments in the RFP, may submit a modified

Proposal or a modification to any part of it based on the respective amendment in the RFP or even otherwise at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals

14.1 An Association (Joint Venture/ Consortium or Sub-Contractors) will only be allowed if expressly mentioned in the Expression of Interest or the RFP, as the case may be.

14.2 The Procuring Agency has indicated in the **Data Sheet** whether the Contract would be “**Lump Sum Contract**” [in which the content, duration of the services and the required output are unambiguously defined]; “**Time Based Contract**” [when it is difficult to define the scope and the length of services]; “Hourly or Daily Rates Contracts” [for small projects, especially when the assignment is for less than a month]; and any other, based on combination of the above. The method to be used for selection of Consultant is also mentioned in the Data Sheet [*The Procuring Agency may use any method for selection of Consultant: Least Cost Selection (LCS), Quality and Cost Based Selection (QCBS) or Quality Based Selection (QBS), provided if any method is used other than LCS, reasons in writing may be recorded*].

14.3 For assignments under the “lump sum Contracts”, total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. For time based Contracts, input time for the key experts may also be indicated.*[to be decided by the procuring agency as per requirement]*

14.4 A Procuring Agency may specify any other requirement related to the assignment or Contract, where required, not contrary to the PPR-14.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.3 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data**

Sheet and using the Standard Forms provided in Section 3 of the RFP.

- 16. Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**. *[to be decided by the procuring agency as per requirement]*
- a. Taxes**
- 16.2 The Consultant and its Sub-Contractors and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Procuring Agency's country is provided in the **Data Sheet**.
- b. Currency of Proposal**
- 16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- c. Currency of Payment**
- 16.4 Payment under the Contract shall be made in the currency or currencies in which the consultant is required to submit the financial proposal *[to be decided by the procuring agency]*.

C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture / Consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's

authorized representative. In case of foreign bidder, who is part of the consortium or submitted its proposal independently, the authorized person of the bidder should submit its power of attorney duly attested by the foreign office. *[Details of attestation to be mentioned by the procuring agency]*

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", for "*[Name of the Assignment]*", reference number, name and address of the Consultant, and with a warning "**Do NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**Do NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**Do NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency may reject the proposal and will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the

Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procuring Agency on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored, until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals, the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture / Consortium, the name of the Joint Venture/ Consortium, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the

- Data Sheet.**
- 20. Proposals Evaluation**
- 20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 21. Evaluation of Technical Proposals**
- 21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22. Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. In case of failure to sign the contract with the highest ranked bidder provision of Rule-53(2) of PPR-14 may be invoked and procuring agency may proceed with next highest ranked bidder.
- 23. Public Opening of Financial Proposals (for QCBS and LCS methods)**
- 23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the Consultant along with the technical scores. The Financial Proposals of non-responsive Consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and

location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based Contract form is included in the RFP, in case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.2 If a Lump-Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. *[Details*

to be provided by the procuring agency]

25. Taxes

25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall include applicable taxes and duties in accordance with the instructions in the **Data Sheet** as the same are constant for all. However, complete list of all taxes, direct and indirect, be made part of the Contract for ready reference and, later on, deduction from the remunerations to deposit with relevant tax authorities.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Quality-Based Selection (QBS)

27.2 In the case of QBS, full weightage is given to Technical Proposal only. The Consultant obtaining highest marks in technical evaluation is selected and invited for negotiations, as per rule 53 of PPR-14.

c. Least-Cost Selection

27.3 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum required technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency may proceed to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions on the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the Contract, so that the quality of the final product, or the relevance of the initial evaluation may not affect.

c. Financial Negotiations

28.6 Cost may be reduced, as per rule 53 of PPR-14, and it may also include the clarification of the Consultant's tax

liability and how it should be reflected in the Contract.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Procuring Agency and the Consultant's authorized representative.

29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate the Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.

29.3 Grievance Period: The contract shall not be awarded earlier than the expiry of the Grievance Period. The Grievance period shall be ten (10) days. The Grievance period commences the day after the date the client has transmitted to each consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract.

29.4 Notification of Intention to Award: The client shall send to the Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- i. the name and address of the Consultant with whom the client successfully negotiated a contract;
- ii. the contract price of the successful proposal;
- iii. the names of all consultants included in the short list, indicating those that submitted proposals;
- iv. where the selection method requires, the price offered by each consultant as read out and as evaluated;
- v. the overall technical scores and scores assigned for each criterion and sub-criterion to each consultant;

- vi. the final combined scores and the final ranking of the consultants;
- vii. a statement of the reason(s) why the recipient's proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- viii. Instruction on how to request a debriefing and/or submit a complaint during the Grievance period.

29.5 Notification of Award: Upon expiry of the grievance period and upon satisfactorily addressing any complaint that has been filed within that period, the client shall, send a notification of award to the successful consultant, confirming the client's intention to award the contract to the successful consultant and requesting the successful consultant to sign and return the draft negotiated contract after receipt of such notification.

**30. Bid Security
[if applicable]**

30.1 *[The procuring agency may decide to demand bid security from 0 to 5% of the estimated price alongwith the proposal to be submitted by consultant.]*

30.2 *[if the Procuring Agency decides to receive bid security it shall provide complete details regarding receipt and released of bid security in this clause as well as in Data Sheet and shall also harmonized the same with ITC 12.4 to 12.6 e.g. as follows:*

- *Bid security should submitted with technical proposal.*
- *Release of bid security of unsuccessful bidders should be after publication of evaluation. etc. etc.]*

31. Stamp Duty

31.1 Successful consultant shall be required to submit Stamp duty under stamp duty act 1899 for signing of contract as specified in Data Sheet.

Instructions to Consultants

E. Data Sheet

[“Notes to Procuring Agency” shown in brackets [] throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
2.1	<p>Name of the Procuring Agency: Water & Sanitation Agency (WASA), Lahore.</p> <p>Method of selection: Quality & Cost Based Selection (QCBS)</p>
2.2	<p>Financial Proposal is to be submitted in separate sealed envelope as per the Single Stage Two Envelop Bidding Procedure</p> <p>The name of the assignment is: “Resident Supervision of WASA Lahore Annual Development Program (ADP) 2024-25 Schemes”</p>
2.3	A pre-Proposal conference/meeting will be held: No
2.4	The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A
6.3.1	A list of debarred firms and individuals is available at the PPRA website: PPRA.punjab.gov.pk
B. Preparation of Proposals	
9.1	<p>The language of the Bid is “English”.</p> <p>All correspondence shall be in English.</p> <p>The language for translation of supporting documents and printed literature is English and translated documents must be certified from relevant body.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p>

	<p>(4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7</p> <p>Financial Proposal: (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking</p>
10.2	<p>Statement of Undertaking is required Yes</p>
11.1	<p>a) Association of Sub-Contractors, Key Experts and Non-Key Experts with more than one Consultant in a Proposal is not permissible.</p>
12.1	<p>Proposals shall be valid for 120 days after the submission date, i.e. until: 1st March, 2025.</p>
13.1	<p>Clarifications may be requested not later than 23rd October, 2024</p> <p>The address for requesting clarifications is: Deputy Managing Director (Engg.) WASA, LDA, Lahore WASA, Head Office, Zahoor Elahi Road Gulberg-II, Lahore.</p>
14.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes And (b) other shortlisted Consultants: No</p> <p>Following are minimum requirements for Joint Venture:</p> <p>a) The Joint Ventures with foreign/international firm are not permitted. b) The joint venture must collectively satisfy the evaluation criteria. Heretofore, for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total capacity except Technical relevant experience of firm. c) The lead partner shares shall not be less than 51% and members of JV should not be more than three. d) P&D shortlisted consultant must be a lead partner in the JV otherwise proposal will be rejected.</p>

	<p>e) Percentage of shares of each firm must be clearly mentioned.</p> <p>f) The consortium shall provide intended JV agreement at the time of bidding and the only successful consortium shall have to provide the JV agreement registered with Sub-Registrar mentioning the joint and several liabilities with respect to the contract at the time of execution of contract agreement.</p> <p>g) One firm shall not be partner / member in more than one JV.</p> <p>h) Proposal shall be signed by all members in case of JV so as to legally bind all partners, jointly and severally.</p> <p>i) A firm is allowed to participate only in one JV. If a firm submits more than one proposal, singly or as a JV, all proposals including that proposal will be rejected</p> <p>j) In case of JV bid security attached with bid shall be on account of Joint Venture or any firm / member of JV.</p>
14.2 & 27.2 (Quality and cost based selection)	<p>The contract will be on lump sum basis.</p> <p>The method of selection is Quality and Cost based Selection method Estimated input of Key Experts' time-input mentioned in TORs. (Section 7 of RFP)</p>
14.3 for time-based Contracts only	<i>Not applicable</i>
14.4 and 27.2 use for Fixed Budget method <i>[if applicable]</i>	<i>Not applicable</i>
15.2	<p>The format of the Technical Proposal to be submitted is Full Technical Proposal.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>The breakdown of reimbursable expenses shall itemize:</p> <p>(1) cost of travel by the most appropriate means of transport and the most direct practicable route;</p>

	<p>(2) cost of office accommodation, including overheads and back-stop support;</p> <p>(3) communications costs;</p> <p>(4) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(5) cost of reports production (including printing) and delivering to the Procuring Agency;</p> <p>(6) other allowances where applicable and provisional or fixed sums (if applicable)</p>
16.2	Price adjustment is not applicable.
16.2 & 16.3	<p>“Information on the Consultant’s tax obligations can be found: http://www.fbr.gov.pk/”, http://pra.punjab.gov.pk/ or relevant source. Note: all applicable / admissible direct and indirect taxes shall be borne by the consultant as per rules, regulations and laws of Government of the Punjab & Islamic Republic of Pakistan.</p>
16.4	The Financial Proposal shall be stated in Pak Rupees only.
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original & two (02) copies along with a soft form in USB;</p> <p>(b) Financial Proposal: one (1) original (in separate sealed envelope)</p> <p>The proposal submission address is:</p> <p>Deputy Managing Director (Engg.) WASA Head Office Zahoor Elahi Road, Gulberg-II Lahore Telephone: +92-42-99268355; +92-42-99268353 Ext: 235</p>
17.7 and 17.9	<p>The Proposals must be submitted no:</p> <p>Date: 1st November, 2024</p> <p>Time: 1500 hours local time</p>
19.1	An online option of the opening of the Technical Proposals is offered: No

	<p>The opening shall take place at: “same as the Proposal submission address”</p> <p>Date: same as the submission deadline indicated in 17.7. Time: 1530 hours local time</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</p>
21.1 (for FTP)	<p>1. Following mandatory requirements shall be made part of RFP:</p> <ul style="list-style-type: none"> i. Certificate of Registration with the Pakistan Engineering Council alongwith the valid renewal letter in relevant project profile code. ii. Copy of Registration with Securities and Exchange Commission of Pakistan or Registrar of Firms or Affidavit of Sole Proprietor. iii. Registered with Federal/Provincial Tax/Revenue Authorities with Active Tax Payer’s status iv. Power of Attorney for Representatives: The Applicant/ Consortium partners shall attach original affidavit on non-judicial stamp paper and declaring on oath that the Bidder: <ul style="list-style-type: none"> i. is not in bankruptcy or liquidation proceedings; ii. has never been declared ineligible/blacklisted by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons iii. is not making any misrepresentations or concealing any material fact and detail; iv. has not been convicted of, fraud, corruption, collusion or money laundering; v. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and vi. does not fall within any of the circumstances for ineligibility or disqualifications. v. Affidavit for Correctness of Information <p><i>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</i></p> <p>(i) Relevant experience of the Consultant (as a firm) relevant to the Assignment and company profile: (Total 30-marks):</p> <p style="text-align: right;"><u>Points</u></p>

- a) Number of **03** similar/relevant assignments [45]
 b) Value of similar assignments [45]
 c) ISO-14001 Environmental Management System (EMS) [5]
 d) ISO – 9001 Quality management system (QMS) [5]
 Total = (A₁)

Relevant Experience

- Relevant Project includes resident supervision consultancy projects relating to sewerage, drainage and water supply system including procurement / installation of machinery and other allied components etc.
- Firms should submit details of **not more than 3 of their most relevant assignments / Projects** for technical evaluation using the prescribed format (**FORM TECH-02**).
- The consultant must have carried out at least one (01) resident supervision project with consultancy fee amounting to Rs. 80 million and above relating to sewerage, drainage and water supply system including procurement / installation of machinery and other allied components etc.
- Marks will be given if the firm/consultant has completed the projects of similar nature and complexity in last ten (10) years.
- No Marks will be awarded in case documentary evidence i.e. completion certificate is not attached.

EXPLAINATORY NOTE

- In case of a JV, any JV member shall meet the required experience. Sum/aggregate of different consultancy works of JV members to reach at required experience will not be considered.
- The sum / aggregate of different resident supervision work of sewerage or drainage or water supply to reach at required experience (Min. consultancy fee of Rs.80 million) will not be considered.
- The component of sewerage or/and drainage under one project is compulsory. The project may or may not include water supply component.

(ii) Financial Capability (Total 10-marks):

Description	Threshold Amount (Rs.)	Points
Average Annual Turnover in stated 03 years (FY 2020-21, 2021-22, 2022-23)	200 Million or above	05
	Less than 200 Million	NIL

Average Net Worth in stated 03 years (FY 2020-21, 2021-22, 2022-23)	50 Million or Above	05
	Less than 50 Million	NIL

EXPLAINATORY NOTE

The consultant is required to attach certified Audited financial statements for FY 2020-21, 2021-22 and 2022-23.

(iii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): (Total 10-marks):

{Notes to Consultant: the Procuring Agency will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}

(iv) Key Experts' qualifications and competence for the Assignment: (Total 50-marks):

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

	[100]
a. Project Manager / Team Leader	[15]
b. Resident Engineer (RE) Civil – I, II, III & IV	[9 x 4 No.s]
c. Contract Expert	[05]
d. Assistant RE (Civil) – I to VIII	[4 x 8 No.s]
e. Assistant RE (Electrical)	[04]
f. Assistant RE (Mechanical) – I & II	[4+4]

Total points for criterion :A4 = [100]

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- Relevant qualifications: **20 % (PhD:20%, MS/MSc:18%, BSc:16%)**
- Minimum 05 relevant projects required for key experts along with adequacy/relevance for the assignment (relevant experience / similar assignments) : **75%**
- Experience (at least 12 months) with the firm:**5%**

Note:

- If any team member or key expert fails to meet the required

	<p>eligibility criteria for the specified position, the successful bidder shall be responsible for providing a replacement who meets the necessary eligibility requirements</p> <p>b) Evaluation will be carried out only for the experts mentioned above. However, it is mandatory to provide CVs of all experts listed under Sub-Section 8 of TORs in RFP, failure to which will lead to rejection of the proposal.</p> <p>Total points for the four criteria: (i)+(ii)+(iii)+(iv) = 100</p> <p>The minimum technical score (St) required to pass is 65 and at least 50% marks in each category, to qualify. If any applicant fails to score 50% marks in any of the above categories, will be considered disqualified/non-responsive.</p>
23.1	An online option of the opening of the Financial Proposals is offered: No
25.1	<p>For the purpose of the evaluation, the Financial Proposal will be considered exclusive of all direct/indirect taxes applicable. Information on the Consultant's tax obligations can be found at FBR (Federal Board of Revenue) https://www.fbr.gov.pk/ and PRA (Punjab Revenue Authority) http://pra.punjab.gov.pk/ and Punjab Excise and Taxation Department's offices http://www.excise-punjab.gov.pk/.</p> <p>Note: All applicable / admissible direct and indirect taxes shall be borne by the consultant as per rules, regulations and laws of Government of the Punjab / Islamic Republic of Pakistan.</p>
26.1	The Financial Proposal shall be stated in Pak Rupees only.
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80%, and P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>

	D. Negotiations and Award
28.1	<p>Expected date and address for Contract negotiations: Date: November, 2024 Address: WASA Head office, Zahoor Elahi Road, Lahore</p>
30.1, 12.4, 12.5 & 12.6 [if applicable]	<p>The consultant shall furnish the Bid Security (Earnest Money) as under:</p> <ol style="list-style-type: none"> a) Proposals must be accompanied with earnest money amounting to Rs.2.00 Million. b) The Bid Security (in original) in the shape of CDR/Bank guarantee (Format attached herewith)/PO/Demand Draft/Banker Cheque in favor of Deputy Managing Director (Engg.), WASA, Lahore must be submitted with the proposal otherwise bid shall be rejected. c) The bid security must be on the account of bidder otherwise bid shall be rejected. d) The bid security (in original) must be provided by the bidders separately and must not be made part of technical and financial proposal. e) Having a minimum validity period of 28-Days beyond the bid validity period. f) The bid security of unsuccessful/technically non-responsive bidder shall be retained and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later: provided that the procuring agency may return the bid security earlier if the disqualified or non-responsive bidder, submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency. g) The bid security of successful bidder shall be released after signing of contract agreement. <p><i>Proposal not accompanied with earnest money will not be entertained.</i></p>
31.1	<p>Successful consultant shall be required to submit Stamp duty (under Stamp Duty Act 1899) within fifteen (15) days of the demand by the procuring agency for signing of contract.</p>

Section 3. Technical Proposal – Standard Forms

[Notes to Consultant shown in brackets [] throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.]

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (v)		FORM	DESCRIPTION	<i>Page Limit</i>
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	
"v" If applicable		TECH-1 Attachment	If the Proposal is submitted by a Joint Venture/ Consortium, attach a letter of intent or a copy of an existing agreement.	
"v" If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture/ Consortium, several forms are not required: a power of attorney for the authorized representative of each member, and a power of attorney for the representative of the lead member to represent all members	
v		TECH-2	Consultant's Organization and Experience.	
v		TECH-2A	A. Consultant's Organization	
v		TECH-2B	B. Consultant's Experience	
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency.	
v		TECH-3A	A. On the Terms of Reference	
v		TECH-3B	B. On the Counterpart Staff and Facilities	
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
v	v	TECH-5	Work Schedule and Planning for Deliverables	
v	v	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
v	v	TECH-7	Affidavit	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Agency]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for {Insert title of assignment} in accordance with your Request for Proposal dated {Insert Date} and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP]* We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope *[or, if only a Technical Proposal is invited]* We are hereby submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.

{If the Consultant is a Joint Venture/ Consortium, insert the following:} We are submitting our Proposal a Joint Venture/ Consortium with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy of the JV/ Consortium agreement signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said Joint Venture/ Consortium.

OR

{If the Consultant's Proposal includes Sub-Contractors, insert the following:} We are submitting our Proposal with the following firms as Sub-Contractors: {Insert a list with full name and address of each Sub-Consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until {insert day, month and year in accordance with ITC 12.1}.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) *[Only if required in ITC10.2 (Data Sheet 10.2), include the following:]* In competing for and, if the award is made to us, in executing the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Province of the Procuring Agency.
- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- h) As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of Pak Rs..... DCR No.....Dated/...../..... Issued by Bank, Branch Name/Code.....drawn in the favor of, or made payable to the Employer, and valid for a period _____ Days beyond the period of validity of Bid

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant {Company's name or JV's/ Consortium name}: _____

In the capacity of: _____

Address: _____

Contact information {phone and e-mail}: _____

{For a Joint Venture/ Consortium, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a Joint Venture/ Consortium, or sub-Contractors, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-Contractors who participated, the duration of the assignment, the Contract amount {total and, if it was done in a form of an Association (Joint Venture/ Consortium or a sub-Contractors), the amount paid to the Consultant}, and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a Joint Venture/ Consortium or sub-Contractors – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors etc, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally Contracted by Procuring Agencies as a company or was one of the Joint Venture/ Consortium partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-Contractors, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.
3. In case of JV/Sub-consultant, To asses firm's experience and financial capacity; -----% weightage shall be assigned to the lead firm whereas remaining -----% to the partner firm(s) equally.

Duratio n	Assignment name/& brief description of main deliverables/output s	Name of Procuring Agency & Country of Assignmen t	Approx. Contract value (in US\$ equivalent) / Amount paid to your firm	Role on the Assignment	Number of Person- Months of Experts provide d by the Firm	Names of Key Experts (Team Leader, Project Director/ Coordinator)
{e.g., Jan.20-- – Apr.20-- }	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., PKR 1 mill/PKR 0.5 mill}	{e.g., Lead partner in a JV/ Consortiu m A&B&C}		
{e.g., Jan-May 20--}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipalit y of....., country}	{e.g., PKR0.2 mil/PKR 0.2 mil}	{e.g., sole Consultant}		

DETAILS OF 3 MOST RELEVANT PROJECTS MUST BE PROVIDED ON FOLLOWING FORMAT

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

Assignment name:	Value of the contract (in current PKR):
Country:	Duration of assignment (months)
Location within country:	
Name of Client:	Total N ^o of staff-months (by your firm) on the assignment:
Start date (month/year):	Value of consultancy services provided by your firm under the contract (in current PKR or US\$):
Completion date (month/year):	
Name of associated Firms, if any:	N ^o of professional staff-months provided by associated Firms:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- 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 (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team.}

{Please do not repeat/copy the TORs in here.}

[Note for Procuring Agency: add the environmental and social aspects to deliver the expected output(s), and the degree and detail of supervision structure for infrastructure Contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]

- 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 Procuring Agency), 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 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

b) **Technical Approach, Methodology, and Organization of the Consultant's team.**

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team.}

{Please do not repeat/copy the TORs in here.}

[Note for Procuring Agency: add the environmental and social aspects to deliver the expected output(s), and the degree and detail of supervision structure for infrastructure Contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]

b) **Work Plan and Staffing.** {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 Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) **Comments on the TORs and on counterpart staff and facilities**

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-6 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Procuring Agency}													
D-2	{e.g., Deliverable #2:.....}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	{Team Leader}	{Home}	{2 month}	{1.0}		{1.0}								
			{Field}	{0.5 m}	{2.5}		{0}								
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			{Home}												
			{Field}												
N-2															
n															
											Subtotal				
											Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Procuring Agency’s country or any other country outside the expert’s country of residence.

-  Full time input
-  Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	
Nature of Input(Full Time / Intermittent)	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency’s and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
{e.g., May 2005-present}	{e.g., Ministry of, advisor/Consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister}		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert’s contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

**FORM TECH-7 (FOR FTP AND STP)
(AFFIDAVIT)**

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Proposal]

Name: _____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the RFP and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by procuring agency if the Procuring agency, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The consultant is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with proposal are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) All the information is correct to the best of my knowledge and belief.
- (iv) *****omitted***

[Name of the Consultant] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of consultancy services contract i.e. lump sum/time based etc. and selection method i.e. least cost/QCBS/QBS]

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } to provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: {Name and address of Procuring Agency}

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 amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding” all indirect local taxes in accordance with Clause 25.1 in the Data Sheet]*. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, until *[insert day, month and year in accordance with ITC 12.1]*.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

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

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail: _____

{For a Joint Venture/ Consortium, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1} [to be decided by the procuring agency]	{Insert Foreign Currency # 2, if used} [to be decided by the procuring agency]	{Insert Foreign Currency # 3, if used} [to be decided by the procuring agency]	{Insert Local Currency, if used and/or required (16.4 Data Sheet)} [to be decided by the procuring agency]
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax } (if applicable)				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4). {It is however suggested to opt for only one currency keeping in view the fact that uncertain situation Pak Rupees may create a lot of difficulties in the future contracts.}

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum Contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at Contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Agency. This Form shall not be used as a basis for payments under Lump-Sum Contracts

A. Remuneration									
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}	Nationality and Firm name
Key Experts									
K-1			{Home}						
			{Field}						
K-2									
Non-Key Experts									
N-1			{Home}						
N-2			{Field}						
Total Costs									

Standard Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

{Name of Consultant}

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant’s Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour (if applicable)	Proposed Fixed Rate per Working Month/Day/Hour (if applicable) ¹
Home Office									
Procuring Agency’s Country									

{* If more than one currency is used, use additional table(s), one for each currency}

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum Contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at Contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Agency. This form shall not be used as a basis for payments under Lump-Sum Contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
—	{e.g., International flights}	{Ticket}						
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Procuring Agency's personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Agency can set up a ceiling as per Govt. of Punjab TA/ DA Policy.

Section 5. Eligible Countries

All the Consultants are allowed to participate in the subject procurement without regard to nationality, except Consultants of some nationality, prohibited in accordance with policy of the Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), Latest information may be confirmed from the relevant quarter.

Section 6. Corrupt Practices

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

[(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

17A. Blacklisting.– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

21. Blacklisting.–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show cause notice shall contain:
 - (a) precise allegation, against the bidder or Contractor;
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.
4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.
7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
12. The Authority shall immediately publish the information and decision of blacklisting on its website.
13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.

16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

BID SECURITY
(Bank Guarantee)

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees . _____(Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto

_____ (hereinafter called the 'Employer') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated ____ for Bid No. ____ for ____ (Particulars of Bid) to the said Employer; and

WHEREAS, the Employer has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Employer, conditioned as under:

(1) that the Bid Security shall remain in force up to and including the date 30 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived;

(2) that the Bid Security of unsuccessful Bidders will be returned by the Employer after expiry of its validity or upon signing of the Contract Agreement; and

(3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement for such work and furnish the required Performance Security, the entire said sum be paid immediately to the said Employer pursuant to Clause 15.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract with the said Employer in accordance with his Bid as accepted and furnish within fourteen (14) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Employer for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Employer, the said sum upon first written demand of the Employer (without cavil or argument) and without requiring the Employer to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Employer by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Employer forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

SURETY (Bank)

WITNESS:

Signature

1.

Name

Title

Corporate Secretary (Seal)

Corporate Guarantor (Seal)

2.

Name, Title & Address

Section 7.

Terms of Reference (TORs)

Terms of Reference
RESIDENT SUPERVISION CONSULTANT OF
"WASA LAHORE ANNUAL DEVELOPMENT PROGRAM (ADP)
2024-25 SCHEMES"

1. BACK GROUND

Water and Sanitation Agency (WASA) Lahore, is the subsidiary agency of Lahore Development Authority (LDA), Government of the Punjab, created under the LDA Act, 1975 to perform all functions and exercise all powers with regard to water supply, sewerage and drainage with power to collect rates, fees and charges for water supply, sewerage & drainage. WASA Lahore is a regulated monopoly for water supply & sewerage services in the 2nd largest city of Pakistan, operating in the area of more than 248-Sq.Km.

Urbanization presents one of the key challenges and, at the same time, opportunities in the new millennium. Urbanization is taking place at a rapid pace and is beyond the effective control of most government across the world. The scale and complexity of urban problems are increasing everywhere and out of those most challenging is to meet the water and sanitation demands. All cities must plan ahead to enable a sustainable future in the rapidly changing urban environment. Cities must review their strategic plans to develop better economic, social and environmental future. Those cities that fail to plan ahead and execute the plans will not be competitive in the globalized world.

The different areas of Lahore like Johar Town, Central Lahore, Township, Green Town, Gulshan-e-Ravi, Samanabad, Sabzazar, Shahdara, Farrakhabad etc. and adjoining abadies are urbanized haphazardly. The existing sewerage system is outlived and not sufficient to meet the current & future demand. Moreover, the old sewer settles at different sections due to gaseous impact of sewage resulting in structural corrosion of RCC sewer pipe and ultimately failure of pipe to sustain load. Due to this crown failures, public faces inconvenience and also badly affects traffic flow. Moreover, the pumping machinery installed at different pumping / lift stations completed its economic & useful life thereby discharge capacities of these pumps have significantly reduced and they also face frequent break-down & repair etc.

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Urban flooding is one of the serious challenges being faced by city Lahore especially in wake of climate change. In Lahore city, urban flooding prolongs for two to three months during monsoon season, which normally extends from 1st July to end of September every year. As the result of such heavy rains, ponding at low lying depression areas is observed which is consequent to the inadequacy of the existing drainage system incapable to cope with extreme rainfall events. Apropos to above, some of the chronic depression areas gets inundated resulting in disruption in human activities and obstruction in smooth flow of traffic. In order to redress the aforementioned issues, WASA Lahore has planned construction of Water Storage Reservoirs at ponding areas in Annual Development Program in the best interest of public.

Keeping in view above, WASA Lahore has planned to: i) replace/improve the sewer system in different areas of Lahore, ii) augment the pumping capacity at different pumping stations, iii) augment the sewer & drain cleaning machinery, and iv) develop underground rainwater storage tanks at different locations to address the drainage issues and promote the reuse of rainwater.

2. **OBJECTIVES:**

The primary objectives of the Consulting Services are as under:

- i) Resident supervision of the works as per approved design, drawings, standard specifications, practices and within the condition of the provisions of the contract.
- ii) The consultant will ensure Technical Specifications of work and prepare QA & QC manuals.
- iii) The consultant will supervise all field / laboratory tests of material and works as per methods described in the specifications.
- iv) The consultant will ensure & certify that all the machinery to be procured / installed under the project meets the technical specification & parameters.
- v) The consultant will supervise installation of equipment & machinery.
- vi) The consultant shall suggest methodology for execution of work on round the clock basis for early completion of work.
- vii) The consultant will submit completion report of the Project after completion of work and shall prepare & submit PC-IV to the client.
- viii) The consultant will ensure timely completion of the work for public convenience.

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- ix) Suggestions for use of improved / latest construction techniques, materials and equipments.
- x) The consultant will ensure the timely procurement / supply and installation of all machinery.

3. SCOPE OF WORK / DUTIES AND RESPONSIBILITIES OF THE CONSULTANT.

The scope of work includes resident supervision of laying of sewerage system, rehabilitation/ relocation of utilities, construction of Water Storage Reservoirs, procurement of machinery & other allied works etc.

The duties and responsibilities of the consultant shall include, but not limited to:

- i. The consultant shall be responsible for Resident Supervision of the work through qualified graduate engineers and other supervisory staff having sufficient experience in the relevant field. The consultant's team shall perform its duties with due diligence and efficiency, in accordance with the best engineering practices, standards & consultants technical / professional approach.
- ii. The consultant shall supervise contractor's job and all work-related matters and shall ensure that measures taken by contractor for safety of the public, properties and staff working at site are adequate and in accordance with the international standards / practices. If found any deficiency, the consultant shall give advice to the contractor for remedial measures informing the Client.
- iii. The consultant shall certify that the executed works are as per approved design, drawings, standard specifications, technically sanctioned estimates and within the provision of contract agreement.
- iv. The consultant shall examine the work schedule prepared by the contractor and recommend any change / modification / alteration, if required. Consultant shall also monitor progress carefully and certify that the work executed at site including procurement / supply and installation of all machinery is strictly according to the approved schedule by the client. The consultant shall submit fortnightly inspection and progress reports to the Client. In case if the contractor is lagging behind the schedule the consultant will point out and propose remedial measures to meet the target.
- v. The consultant certify that the construction material brought by the contractor at site to be used in the execution of work is strictly in accordance with the prescribed standards & specifications and will carry-out the required laboratory tests in this connection as per standards.

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- vi. The consultant will supervise all field / laboratory tests of material and works as per methods described in the specifications and will submit a copy of all field / laboratory test reports to the concerned. The field equipment required will be provided by the contractor whereas the consultant would arrange technician / supervisory staff to supervise the tests as per standard procedure / requirement laid in the specifications. For laboratory test sampling will be carried out by the consultant and laboratory fee will be paid by the contractor.
- vii. Consultant will carry-out supervision of procurement and installation of equipment & machinery and submit comprehensive performance report after carrying out equipment's inspection at manufacturing site. This report shall be made part of the Final Completion report.
- viii. Consultant shall prepare presentations/reports/ briefs/ dossiers etc. related to the Project as and when required / demanded by the Client.
- ix. The consultant will inspect & certify that the machinery/equipment procured/ installed meets the specifications.
- x. The consultant shall certify under his seal, the contractor's bills / payments, clearly indicating that the quality of work executed at site is in accordance to the specifications, design, drawings, technically sanctioned estimate and contract agreement within the 48 hours of submission of bill to the consultant. The consultant shall certify the quantity of work executed at site and make recommendations regarding payment to the contractor along with test reports.
- xi. The Consultant shall keep the record of daily inspection reports & reports of all tests and will hand over the same to the client on monthly basis.
- xii. The Consultant shall assist client for interpretation of Contract Documents particularly with respect to disputes with the contractor or other affected parties.
- xiii. To evaluate and make recommendations to the client for actions to be taken against contractor claims, disputes and time extensions.
- xiv. To carry out detailed final inspection of the work along with Client and submit completion (As Built) drawings. Take and submit photographs before start of work, during execution and after completion of work (basic data prepared by the Contractor).
- xv. The Consultant shall prepare and submit complete set (05 No.) GIS based as built drawings showing all components of projects including all allied structures/ necessary details on GIS maps under instant projects (basic data prepared by the Contractor).

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- xvi. The Consultant shall recommend to the Client for issuance of completion certificate stating that the work has been completed as per specifications, drawings, estimates and contract agreement.
- xvii. The Consultant shall prepare the Revised PC-I if required or any variations / deviations occur in the original scope of work as per site conditions.
- xviii. The consultant shall suggest methodology for execution of work on round the Clock basis, if required, for early completion of work. One month prior to the expiry of the Maintenance Period of the work, the consultant shall carry out a Detailed Final Inspection of the work and submit a report to the Client pointing out the defects, if any, in the work.
- xix. The consultant will submit completion report of the Project after completion of work and shall prepare & submit PC-IV to the client.

4. CORE TEAM OF EXPERTS:

The consultant will be required to provide following staff for the assignment on full time and part time basis to supervise the work round the clock:

Sr. No.	Role	Qualification and experience	No. of Experts & Time Duration	Responsibilities
1.	Project Manager / Team Leader	M.Sc. (Civil Engg.) with 15 years or B.Sc. (Civil Engg.) with 20 years relevant experience	(01- Two Years)	The Team Leader (TL) will be responsible for the successful achievement of the Consultant's tasks and overall project. He/she will manage, organize and coordinate the work of whole consultant & contractor teams and will be responsible for reporting and liaison with the Client and other organizations. In addition to the responsibilities, the team leader will be responsible for the successful completion of the project including all the components.
2.	Resident Engineer (Civil)	M.Sc. (Civil Engg.) with 10 years or B.Sc. (Civil Engg.) with 15 years relevant	(04- Two Years)	The Resident Engineer (RE) will manage, organize and coordinate the work of the whole supervision team and will be responsible for reporting and liaison with the Client and other stakeholders. RE will assist the Team Leader for successful completion of all the

				tasks and activities related to resident supervision of works. He/she will ensure the implementation of all the relevant standards, specifications etc. to produce the best quality of the works.
3.	Contract Expert	B.Sc. / MSc Engg. or MBA with 15 years of relevant experience	(01- Six Months)	The Contract Expert will support WASA in ensuring that all communications between the Client and Contractors, as well as all actions taken, are in full compliance with the relevant contract agreements, stipulations, documentation, and international standards, while adhering to project timelines. Contract Expert will work with WASA for complete contract management of project as per requirement of contract agreement etc.
4.	Assistant Resident Engineer (Civil)	M.Sc. (Civil Engg.) with 03 years or B.Sc. (Civil Engg.) with 5 years relevant	(08- Two Years)	The Assistant Resident Engineer (ARE) (Civil) will have the overall responsibility for managing site supervision teams. He/she will assist the Resident Engineer for successful completion of all the tasks and activities related to resident supervision of civil works and allied infrastructure of the project. ARE will ensure that the civil work is accomplished in accordance with the technical specifications and Contract Documents and also responsible for quality & quantity of work at site. Moreover, he/she will assist the Team Leader and RE for successful completion of the project.
5.	Assistant Resident Engineer (Mech.)	M.Sc. (Mech. Engg.) with 03 years or B.Sc. (Mech. Engg.) with 5 years relevant	(02- Six Months)	The Assistant Resident Engineer (Mechanical) will have the overall responsibility for managing site supervision teams. He/she will assist the Resident Engineer for successful completion of all the tasks and activities related to installation/ resident supervision

				of all the Mechanical Equipment and allied facilities. ARE will ensure that the mechanical work is accomplished in accordance with the technical specifications and Contract Documents and also responsible for quality & quantity of work at site.
6.	Assistant Resident Engineer (Elect.)	M.Sc. (Elect.) with 03 years or B.Sc. (Elect.) with 5 years relevant	(01- Six Months)	The Assistant Resident Engineer (Electrical) will have the overall responsibility for managing site supervision teams. He/ she will assist the Resident Engineer for successful completion of all the tasks and activities related to installation of Electrical components and other allied facilities. ARE will ensure that the electrical work is accomplished in accordance with the technical specifications and Contract Documents and also responsible for quality & quantity of work at site.
7.	Sub-Engineer (Civil)	DAE Civil with 03 years of relevant experience	(32- Two Years)	The Sub Engineer (Civil) will have the responsibility of civil works at site. He/she will assist the Assistant Resident Engineer for successful completion of project and to ensure quality & quantity of work at site as per technical specifications.
8.	Quantity Surveyor	DAE Civil with 03 years of relevant experience	(08- Two Years)	A Quantity Surveyor is responsible for preparing, reviewing & finalization of bills of quantities, and assess progress for interim payments.

- The consultant will also provide supporting staff such as Material inspections, Quantity Surveyors, AutoCad Operator, Field Inspector/ Field Assistant etc. according to quantum and magnitude of work in progress.
- The staff/ team given in the technical proposal for construction supervision staff shall not be changed after the award of work without prior approval of WASA.

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3. **REPORTING REQUIREMENTS**

Sr. No.	Report / Document	Period	No. of Copies
1.	Monthly Progress Report	30-days Interval	05
2.	Completion Report / PC-IV	After completion of work	05 (for each work)
3.	Revised PC-I (if required)	-	As per requirement of forum

6. **MODE OF PAYMENT**

The payments will be made to the consultants on the monthly/lump sum basis.

7. **OWNERSHIP:**

All data, models, software, soft & hard files, supporting data and documents etc. which were used for this study will be handed over to WASA at the completion of the work.

8. **TIME PERIOD:**

The consultant shall undertake to complete services as stated in Scope of work in all respects in 24 months.

9. **WORKING LANGUAGE:**

The working Language of the assignments, all reports and works prepared by the consultants will be in "English".

10. **PROFESSIONAL LIABILITY**

The Consultants shall provide insurance, not less than the remunerations cost, on part of the Consultants to cover the liability of the Consultants and necessary costs shall be borne by the Consultants as per Clause 54 of Punjab Procurement Rules 2014.

11. **MISCELLANEOUS:**

- i) The presentations, as and when required during the whole period of the assignment will be made by the consultant on multimedia to the satisfaction of WASA and Govt. of Punjab.

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- ii) No boarding, lodging, transport and office facilities will be provided by WASA to the consultant.
- iii) Coordinate between contractors of different groups for levels, grades and alignment etc. of different infrastructure and services.
- iv) sThe consultant should adjust / reduce the deputed staff as per quantum of work

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12. List of Projects attached

ADP Schemes WASA Lahore 2024-25

Sr	GS No	Title of Schemes	Estimated Cost in Million PKR	Gestation Period
1	3168	Replacement Of Sewerage From Boostan Colony Lift Station To S Block Disposal Station, Dhalla Bazar Along Sattukatla Drain Lahore.	377.917	24 Months
2	3169	Replacement Of Sewerage From S Block Model Town to Sattukatla Disposal Peco Road Lahore	395.000	24 Months
3	3170	Replacement Of Sewerage From Lmp Block Disposal Station To Meikong Restaurant Faisal Town, Lahore.	288.433	24 Months
4	3171	Replacement of Sewerage From Meikong Restaurant to Faisal Town Roundabout Lahore.	313.311	24 Months
5	3172	Replacement Of Sewerage from Sattukatla Disposal Station To Nadra office Akbar Shaheed Chowk Peco Road Lahore	330.000	24 Months
6	3173	Replacement Of Sewerage From Azmat Chowk To Hassan Basri Road In Green Town, Lahore	180.513	24 Months
7	3175	Replacement Of Sewerage At Kalyar Road Gulshan-E-Ravi, Lahore.	275.000	24 Months
8	3176	Replacement of Sewerage from Akbari Mandi Grid Station to Shahalam chowk circular road, Lahore	400.000	24 Months
9	3177	Replacement Of Sewerage At Khuda Baksh Road Gulshan-E-Ravi, Lahore.	276.073	24 Months
10	3179	Replacement Of Sewerage At Haji Park Rajghar In Islam Pura, Lahore.	288.524	24 Months
11	3180	Replacement Of Sewerage In Dubanpura And Liaqat Chowk To Saidpur In Sabzazar, Lahore	222.781	24 Months
12	3181	Rain Water Management - Drainage Arrangement for Sore Pint at Fruits & Vegetable Market (AI Town). Lahore	621.746	24 Months
13	3182	Replacement Of Sewerage At Rehmat Ali Road, Millad Chowk, Almutaz Road And Nadeem Shaheed Road In Samanabad, Lahore.	213.440	24 Months
14	3183	Rain Water Management - Drainage Arrangement for Sore Pint at Railway Station Park, Lahore	638.749	24 Months
15	3184	Replacement Of Sewerage From Bakar Mandi To Typhon Street Main Bund Road, Lahore.	150.278	24 Months
16	3185	Rain Water Management - Drainage Arrangement for Sore Pint at Waris Road, Lahore	579.073	24 Months
17	3186	Replacement / Rehabilitation of Sewerline from Sultan Ahmad Road to Chowk Baba Azam and adjoining abadies.	346.846	24 Months
18	3187	Replacement Of Sewerage From Paracha Colony To Ghorey Shah Chowk In Shahdara, Lahore	138.424	24 Months
19	3188	Replacement Of Sewerage from Fazal park to Bara Dari Road Farrukhabad Drain in Farrukhabad, Lahore.	273.578	24 Months
20	3189	Replacement Of Sewerage At Lajpat Road Main Bazar And Adjoining Streets In Farrukhabad, Lahore	73.371	9 Months
21	3190	Replacement of Sewerage at Ittefaque Pura Badami Bagh Data Nagar, Lahore.	42.688	10 Months
22	3191	Replacement Of Sewerage At Railway Track To Taangy Wala Chowk Kohenoora Road In Data Nagar, Lahore.	86.711	9 Months
23	3192	Replacement Of Sewerage System At Kot Khawaja Saeed Road Goray Shah, Lahore	73.371	9 Months

GS.No		Title of Schemes	Cost in Million PKR	Gestation Period
24	3193	Procurement of sewer / drains cleaning machinery for Gunj Baksh Town, Lahore.	299.970	24 Months
25	3194	Procurement Of Wastewater Pumps For Ravi Town Lahore.	397.550	24 Months
26	3195	Procurement Of Sewer/ Drains Cleaning Machinery For Ravi Town Lahore.	396.250	24 Months
27	3196	Procurement Of Wastewater Pumps For Gunj Baksh Town Lahore.	399.944	24 Months
28	3197	Procurement Of Wastewater Pumps, Sewer / Drain Cleaning Machinery For Shalimar Town WASA Lahore	299.363	24 Months
29	3198	Procurement Of Wastewater Pumps For Aziz Bhatti/ Wahga Town Lahore.	297.875	24 Months
30	3199	Procurement Of Sewer/ Drains Cleaning Machinery For Aziz Bhatti/ Wahga Town Lahore.	295.920	24 Months
31	3200	Procurement Of Wastewater Pumps For Gulberg Town Lahore.	208.890	24 Months
32	3201	Procurement Of Sewer/ Drains Cleaning Machinery For Gulberg Town Lahore.	195.932	24 Months
33	3202	Procurement Of Wastewater Pumps For Allama Iqbal Town Lahore.	299.680	24 Months
34	3203	Procurement Of Sewer/ Drains Cleaning Machinery For Allama Iqbal Town Lahore.	195.824	24 Months
35	3204	Procurement Of Wastewater Pumps For Nishter Town Lahore	398.481	24 Months
36	3205	Procurement Of Sewer / Drains Cleaning Machinery For Nishter Town Lahore.	302.940	24 Months
37	3206	Procurement Of Wastewater Pumps, Sewer / Drain Cleaning Machinery For Jubilee Town Lahore	208.870	24 Months
38	3207	Procurement Of Dewatering Sets	175.461	9 Months
39	3208	Provision of Sewerage System from Malik Chowk to Wahdat Colony, Pilot School and adjoining abadies in Ichhra.	350.000	24 Months
40	3209	Rain Water Management - Drainage Arrangement for Sore Point at Garden Town, Lahore	472.743	24 Months
41	3210	Rain Water Management - Drainage Arrangement for Sore Point at Cooper Road, Lahore	499.050	24 Months
42	3211	Rain Water Management - Drainage Arrangement for Sore Pint at Rasool Park, Lahore	434.850	24 Months
43	3212	Rain Water Management - Drainage Arrangement for Sore Point at Tikka Chowk, Lahore	570.401	24 Months
44	3213	Rain Water Management - Drainage Arrangement for Sore Point at Karim Park Ravi Road, Lahore	600.662	24 Months
45	3215	Replacement of Sewerage from Begum kot Chowk to Fazal Park in Farrakhabad Lahore	199.997	24 Months
46	3216	Replacement of Sewerage from Shalam Chowk Circular Road to Bhatti Gate Lift Station Lahore	320.160	24 Months

Section 8.

**Standard Form of
Contract– Lump-Sum
Payments**

CONTRACT FOR CONSULTANCY SERVICES

between

**DEPUTY MANAGING DIRECTOR (ENGG)
WATER & SANITATION AGENCY
LAHORE DEVELOPMENT AUTHORITY**

and

(NAME OF THE CONSULTANTS)

**"RESIDENT SUPERVISION OF WASA LAHORE
ANNUAL DEVELOPMENT PROGRAM (ADP) 2024-
25 SCHEMES"**

_____ , 2024

NOTE:

The terms & conditions will be finalized at the time of contract agreement/negotiations.

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FORM OF CONTRACT

- [Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.*
- 2. In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.*
- 3. All notes should be deleted in the final text.]*

This CONTRACT (hereinafter called the "Contract") is made on the ___ day of ___ month) of ___ (year), between, on the one hand

_____ (herein after called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

_____ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
- (a) the General Conditions of Contract;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below/next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Sub consultants

Appendix D: Breakdown of Contract Price in Foreign Currency **(Not Used)**

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be provided by the Client

Appendix G: Integrity Pact (for Services above Rs.10 million)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

Witness

(CLIENT)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;

- (k) "Personnel" means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-Consultant; and
- (p) "Project" means the work specified in SC for which consultancy services are desired.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Pakistan.

1.3 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives specified in the SC.

1.7 Taxes and Duties

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

1.8 Leader of Joint Venture

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes,

lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 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 in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 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.

2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants 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 purpose of the Services and in reactivating the Services after the end of such period.

2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of

the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within

forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants 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 Consultants 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 remuneration.

3.3 Confidentiality

The Consultants, their Sub-Consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract,

disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

3.5 Other Insurance to be Taken out by the Consultants

The Consultants (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 Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.8 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance

with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional

remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Sub-Consultants and Personnel such documents prepared by the Client or other consulting appointed by the Client as shall be necessary to enable the Consultants, Sub-Consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

- (a) Coordinate and get or expedite any necessary approval and clearances relating to the assignment from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) Coordinate with any other consultants employed by the Client.

5.1.3 Approvals

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law of Pakistan which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

5.4 Services and Facilities

The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

6.2 Contract Price

- (a) Local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the breakup of remuneration to be paid, respectively, in local currencies.

6.3 Terms and Conditions of Payment

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.4 Period of Payment

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in local currency after the Consultants' invoice has been delivered to the Client.

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) Any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which 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 of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made there under and any statutory modifications thereto. The Arbitration shall be held in Pakistan.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

8. INTEGRITY PACT

8.1 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 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

III. SPECIAL CONDITIONS OF CONTRACT

1.1 Definitions

(p) "Project" means Quality Assurance Inspector (firm) for "RESIDENT SUPERVISION OF WASA LAHORE ANNUAL DEVELOPMENT PROGRAM (ADP) 2024-25 SCHEMES"

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Telephone : _____
Facsimile : _____
E-Mail : _____

For the Consultants:

Telephone : _____
Facsimile : _____
E-Mail : _____

1.7 Taxes and Duties

All taxes and duties on services prevalent to the date of signing of the contract are applicable.

1.8 Leader of the Joint Venture

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be days, or such other period as the Parties may agree in writing.

[Note: Fill in the time period e.g . one hundred twenty (120) days.]

2.3 Commencement of Services

The Consultants shall commence the Services within seven (07) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be 3-years from the Commencement Date of the Services or such other period as the Parties may agree in writing.

"Completion of services" means completion of all services and obligations as per Appendix A and final approval of the same from the Client.

3.5 Insurance to be Taken out by the Consultants

- (a) The risks and the coverages shall be as follows:
 - i) The consultants shall provide insurance, not less than the remunerations cost, on part of the consultants to cover the liability of the consultants and necessary costs shall be borne by the consultants as per Clause 54 of PPRA Rules 2014.
 - ii) The consultants shall be held liable for all losses or damages suffered by the procuring agency on account of any misconduct by the consultant in performing the consulting services.
 - iii) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall require written approval from the Client before committing to any action under the following:

- i) variations orders in respect of:

- Additional items of Assignment as determined by the Client to be necessary for the execution of Assignment.
 - Any new item of the Assignment not envisaged in the Contract Documents and which is determined by the Client to be necessary for the execution of Assignment.
 - Any item of Assignment covered under Provisional Sums
- ii) Terms of Performance Guarantee or Insurance Policy.
- iii) affecting the costs under the following clauses of Conditions of Contract.
- Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Assignments
 - Forfeiture
 - Special Risks
 - Frustration
- vi) final Assignment deliverable statement
- vii) Release of retention money

3.8 Documents Prepared by the Consultants to be the Property of the Client

The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

3.9 Equipment and Materials

Office equipment's procured by the consultants to render the services covered by the contract shall be property of WASA Lahore (the Client) and shall be handed over to WASA Lahore on expiration/completion or termination of the services without any charge thereof, in good working condition

5.1.1 Assistance

- (a) The Client shall make available within 7 days from the Commencement Date, the available relevant documents, studies and any other information for the project to the Consultant. (If available)

- (b) The Client will also provide assistance to coordinate with other department and agencies, if required.

5.1.2 Coordination

- (a) The departments and agencies include
.....
.....
.....
.....

5.1.3 Approvals

The Client shall accord approval of the documents but not later than Fourteen (14) days from the date of their receipt by the Consultants subject to the condition that the observations, if any, are attended by the consultants.

6.1 Lump Sum Remuneration

[Note: In case there are other expenditures in respect of which reimbursement is allowed in addition to the lump sum remuneration, details of such reimbursable direct costs expenditure which may include Sub-Consultants' travel, accommodation etc., may be indicated herein. Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.]

6.2 Contract Price

- (a) The amount in local currency is Pakistani Rupees.....

6.3 Terms and Conditions of Payment

To be decided at the time of agreement.

IV APPENDICES

Appendix A

Description of the Services

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]

Appendix B

Reporting Requirements

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal; etc. given in TOR's.

Appendix C

Key Personnel and Sub consultants

- [List under:
- C-1 Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each.
 - C-2 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1.]

Appendix D (Not Used)

Breakdown of Contract Price in Foreign Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-foreign currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure.
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2)

Note:

This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]

Appendix E

Breakdown of Contract Price in Local Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure related to:
 - (a) Support staff, and work charged staff;
 - (b) Office expenditures related to:
 - (i) rentals;
 - (ii) furnishing and equipment;
 - (iii) operation and maintenance of office, office equipment and furniture, office supplies.
 - (c) Transport including running and maintenance, and other associated costs;
 - (d) Travelling etc.
 - (e) Other costs
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2).

Note:

1. *Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*
2. *This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

Appendix F

Services and Facilities to be provided by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

The Client shall make available to the Consultants, Sub-Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property, at the times and in the manner specified hereunder:

- (a) _____

- (b) _____

Appendix G (INTEGRITY PACT)

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

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

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

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

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

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

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

Name of Client:
Signature:
[Seal]

Name of Consultant:
Signature:
[Seal]