



EXPRESSION OF INTEREST (CONSULTING FIRMS)



Hiring of Consultants for Resident Construction Supervision for (M&R) Projects under Punjab Cities Program (PCP) (3-Packages)

1. The Government of Pakistan has received a loan (Credit No. 6263-PK) from the International Development Association (IDA) for funding the Punjab Cities Program (PCP). The Program will be implemented through Punjab Municipal Development Fund Company (PMDFC). PMDFC intends to hire the services of consulting firms for review of prioritization lists of various services, Cost Estimation, Cost Estimation reviews, PC-1 Preparation, PC-1 reviews, preparation of bidding documents including BOQ, Specifications etc., bid evaluations and construction supervision for Maintenance & Repairs (M&R) projects under PCP.
2. The consulting services (“the Services”) for M&R Projects ensuring full consistency with the TORs are referred at No. 3
3. The detailed Qualification/Shortlisting Criteria & Terms of Reference (TORs) for the assignment can be downloaded from the following website: (<https://pmdfc.punjab.gov.pk/>) or can be obtained at the address given below
4. PMDFC now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required capacity, qualifications and relevant experience to perform the Services.
5. The attention of interested Consultants is drawn to Section III, paragraphs, 3.14, 3.16, and 3.17 of the World Bank’s “Procurement Regulations for IPF Borrowers” July 2016, setting forth the World Bank’s policy on conflict of interest. (<https://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework>)
6. Consultants may associate with other firms to enhance their capacity, qualifications, but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.
7. The Consultant will be selected in accordance with the **Least Cost Based Selection (LCS)** method set out in the Procurement Regulations.
8. Further information can be obtained at the address given below during office hours (9.00 am to 4.00 pm) on all working days.
9. Expressions of interest must be delivered in a written form to the address below on or before **December 12, 2019 at 11.00 am.**

MANAGING DIRECTOR
Punjab Municipal Development Fund Company (PMDFC)
3rd Floor, Anwar Tower, 99- Shadman Colony # 1, Lahore
Ph: 042-99204386-89 Fax: 042-99204390
Email: info@pmdfc.org.pk
Web-site: www.pmdfc.org.pk



PUNJAB MUNICIPAL DEVELOPMENT FUND COMPANY

QUALIFICATION CRITERIA & TORs
FOR
SHORTLISTING OF CONSULTANTS
FOR
DESIGN VETTING & SUPERVISION OF MAINTENANCE & REPAIR (M&R)
PROJECTS
FOR THE PROJECT
“PUNJAB CITIES PROGRAM (PCP)”

3rd Floor, Anwar Tower, 99-Shadman Colony-1, Lahore

Tel #: 042-99204386-89

Fax #: 042-99204390

Website: www.pmdfc.org.pk

E-mail: info@pmdfc.org.pk

QUALIFICATION CRITERIA

Shortlisting of Consultants will be based on the criteria given below regarding Applicant's Mandatory Documents, General & Relevant Experience & Managerial Capabilities as demonstrated by the Applicant's responses. EOI Applications will be evaluated based on the following criteria:

A. Mandatory Documents for Prequalification

Description	Requirement/Points
Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
Valid Income Tax Registration	Mandatory
Valid General Sales Tax Registration (Status = Active with PRA)	Mandatory
Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted and not involved in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body anywhere in Pakistan. In case involved in any litigation process, proof of dispute resolution is required.	Mandatory

B. Credit Marks for Firm Experience

Credit Marks for experience shall be awarded on the basis of following qualifications:

Sr. No.	Description	Maximum Points
i)	Number of years since establishment & registration with the relevant professional body (1-Point per year)	20
ii)	Projects of similar nature of minimum cost Rs.50.00 million completed over last 10 years (4-Points per project)	40
iii)	Projects of similar nature of minimum cost Rs.50.00 million in hand (4-Points per project)	20
iv)	Technical & Managerial Capabilities (Company organogram with details)	20
	Sub-total:	100

Applicants meeting the minimum requirements mentioned in above paras besides other

factors shall be considered for shortlisting. Shortlisting status shall be decided on the basis of Pass/Fail basis. The applicant must secure at least 65% score in overall.

TERMS OF REFERENCE

Hiring of Consultants for Design & Supervision for PCP (M&R) Projects

I. Brief Background

- A Program captioned as Punjab Cities Program (PCP), introduced as a Program for Results (P4R), funded by World Bank with total cost of 200.00 million USD and gestation period of 5 years, is being launched in 16 MCs of Punjab. The development objective of the Program is to strengthen the performance of participating Municipal Committees (MCs), focusing on urban management and improvement of municipal services infrastructure for satisfactory service delivery. The operation is financed through a hybrid of Investment Project Financing (IPF) and Program-for-Results (PforR) instruments.
- The PforR (Window-1) will pilot the Performance Based Grants (PBGs) to the MCs of the 16 selected cities (*Bahawalnagar, Burewala, Daska, Gojra, Hafizabad, Jaranwala, Jhang, Jhelum, Kamalia, Kamoki, Khanewal, Kot Addu, Muridkey, Okara, Vehari, and Wazirabad*).
- The IPF (Window-2) will support provincial government agencies i.e. Local Government & Community Development Department (LG&CDD), Punjab Local Government Board (PLGB), Punjab Municipal Development Fund Company (PMDFC) and PFC Unit of Finance Department (FD) in Program Management, release of funds, Capacity building of MCs in municipal service delivery along with developing and implementing gender responsive systems for human resource management, grant management, reporting and audit, and MC performance assessment.

II. Objectives of Project Consultancy Services

- Window-1 of the Program comprises of 90% of the Program cost amounting to 180 million USD whereas 20% of the cost of subprojects funded under this window, will be co-financed by the Program MCs. Under this package, the municipal services existing infrastructure including water supply, sewerage, solid waste management, roads, street lights, fire fighting and parks will be improved along with provision of these facilities in the unserved areas for developing their economic growth potential.
- For improvement of the existing municipal infrastructure for better service delivery, Maintenance & Repair (M&R) projects will be taken up in Year-1 of the Program.

However the projects covering the provision of municipal services in the unserved areas of the Program cities will be taken up from Year 2 to Year-5 of the Program.

- For Year-1, to accomplish the job, PMDFC intends to hire a consulting firm for planning, designing and resident supervision of M&R projects.
- The objectives of the Consultancy Services are to identify and design the need based and most cost effective M&R projects in all types of municipal infrastructure services particularly water supply, sewerage, solid waste management, roads, parks and street lights for benefiting the maximum population with suitable investments so that the projects designed could be implemented according to approved design, drawings, standard specifications and within the envelop of provisions of conditions of the contract. The intention of the process is to bring the municipal infrastructure at a level of satisfactory service delivery in the presently served areas could be attained.

The design & supervision for 16-cities will be devided into 3 regionally based packages according to sector criteria.

Package-1: Daska, Hafizabad, Jhelum, Kamoke, Muridke, Wazirabad (North)

Package-2: Gojra, Jaranwala, Jhang, Kamalia, Okara (Center)

Package-3: Bahawalnagar, Burewala, Khanewal, Vehari, KotAddu (South)

III: Terms of Reference (TORs) of Design & Supervision Consultant:

1. Duties & responsibilities

The consultants will be required to carry out their activities as outlined in the objectives as given above.

Detail of the Scope of Services is given below;

1.1. Detailed Planning and designing of M&R sub-projects.

Initial reports containing data regarding existing infrastructure components, updated descriptive maps of all municipal services and situation analysis with assessments of gaps of all Program MCs are available with PMDFC for consultation. The Consultants will carry out detailed plans and cost estimation based on design requirements of that partuculr component of M&R projects with the following scope of work,but not limited to:

- 1) General description of the project area & general history of the particular municipal service with respect to the installations and improvements in the past for the related municipal committee.

- 2) Verification of the list of identified Projects along with proposed prioritization lists being taken up for improvement or extension of services under two categories as given below;
 - Infrastructure components requiring immediate repairs or replacements along with exact quantity or numbers in all municipal services to achieve best possible service and efficiency out of them.
 - Unserved areas which are required to be provided with above mentioned municipal services infrastructure.
- 3) Verification of the prioritized list of service wise components of M&R works already prepared by MCs for the works to be taken up for detailed cost estimation.
- 4) The consultants will also be responsible for verifications of item of works in such a manner that all duplications be accounted for in case of provisions in any parallel plan to carryout these works. Consultants will certify that no such duplication exists in the estimate prepared and finalized by them.
- 5) Consultants will also ensure that the items of work taken in the cost estimation are need based and also those are essential requirement for the system functionality.
- 6) The consultants will work out quantities and rates applicable for cost estimates after site verifications and investigations through their engineering teams
- 7) Preparation of cost estimates in consonance with above conditions stipulated in para 1 to 6. Checking, Vetting & Verification of already prepared cost estimates by MCs in line with prioritized project lists or preparation of sketches or detailed drawings as per requirement. For non-MRS items of work, detailed cost/rate analysis will be prepared by the consultants based on the market rates of materials and labour, with complete breakup calculations fully supported by quotations or other necessary documents.
- 8) Checking, Vetting & Verification of already prepared PC-Is or Preparation of PC-Is for all or any remaining project.
- 9) Correction and modification of reports and cost estimates in light of the observations of PMDFC for finalization of PC-1 and cost estimates.
- 10) Presentation of PC-Is to DDSC/Pre-PDWP/PDWP and finalization of PC-1s in the light of comments (if any) from DDSC/PDWP
- 11) Full support to MCs/PMDFC team for getting detailed cost estimates technically sanctioned from the competent authority.

- 12) Preparation of bidding documents in line with PEC bidding documents for Works including but not limited to:
 - Instructions to Bidders.
 - Bidding Data.
 - General Conditions of Contract, Part-I (GCC).
 - Particular Conditions of Contract, Part-II (PCC).
 - Specifications - Special Provisions.
 - Specifications - Technical Provisions.
 - Form of Bid & Appendices to Bid.
 - Sample Bill of Quantities.
 - Form of Bid Security.
 - Form of Agreement.
 - Form of Performance Security/Bond & Mobilization Advance Guarantee/Bond.
 - Drawings
- 13) Preparation of Pre-qualification criteria
- 14) Pre-qualification of contractors and participation in the bidding process
- 15) Bid evaluation and assistance in award of works.
- 16) Preparation of Revised PC-1s when its need arises

1.2 Review of design/cost estimates

The Consultant will also be responsible for scrutiny of any design/detailed cost estimate/PC-I of the M&R projects not prepared by them. The review of these documents will be carried out with due diligence and professionalism based on standard engineering practices and all applicable procedures. The Consultants will check the detailed cost estimate by actually measuring the quantities of work at site to eliminate the chances of cropping up of any issue at implementation stage. The Client may ask the Consultant to prepare any cost estimate for M&R Projects which had been identified but could not be prepared due to lack of time or any other reason whatsoever.

The consultant will also check the bidding process of any project or package before the award of work if it had been completed before their appointment.

1.3 Resident Supervision of Construction activities for M&R projects

- 17) A Team Leader will be appointed for one or more packages of Consultancy who will have overall control of the package.

- 18) A Resident Engineer (Qualified graduate engineer in the respective discipline with sufficient experience) will be deployed at the regional level and stationed at the PMDFC regional headquarter. He will be delegated some powers of the Project Manager as per need of the situation at site of work.
- 19) One Assistant Resident Engineer (Qualified graduate engineer in the respective discipline with sufficient experience) will be stationed in each Program MC and he will be responsible for resident supervision of the work and shall perform his duties with due diligence, efficiency and in accordance with the best engineering professional and consulting standards.
- 20) Consultants will devise a progress report format and submit to the Client along inception report for approval along design of Progress Dash Board based on android application.
- 21) The Consultants shall supervise the works being executed by contactors in all matters concerning safety and care of work and to advise concerned Project Manager on any problem arising in construction work during its execution.
- 22) The Consultants shall certify that construction material brought at site by the contractor for use in construction is in accordance with the specifications. For this purpose they can get any material tested from any approved government laboratory.
- 23) The Consultants will be responsible to check each BOQ item of work being executed at site of work for all services as included in contract documents in accordance with the design requirements, drawings and specifications.
- 24) The Consultants shall certify that works are executed as per approved design, drawings, standards, specifications and within the provisions of contract agreement/documents.
- 25) The Consultants shall certify that the quality of work executed is according to specifications, design, and drawings, approved bill of quantities and approved contract documents. The consultants shall verify the quantities of work contained in the contractor claims by actually measuring at site, verify the rates as approved in the contract agreement and make recommendation to Project Manager for payment to the contractor (running payments or final bill payments). The test reports from nearest government laboratory (C&W, NLC, FWO, PCSIR, PITAC, UET Lahore and UET Taxila) will be attached with the contractor claims.
- 26) The Consultant will prepare Weekly, Fortnightly and Monthly Progress Reports on a standard format approved by the client. All such progress reports will be emailed to the Client on the designated addresses along with its copies to Project Manager.

However, Monthly Progress Reports will be submitted in both hard and soft forms for each month up to 2nd day of the following month.

- 27) Consultant will be bound to monitor the progress of works on MS Project software with base line plan for verification of delays, lags, slippages, and progress against specific targets. Contractor will provide clear cogent reasons of delays and measures being taken at his end. Without submission of Activity Schedule, Contractor's claims will not be processed by the Consultants.
- 28) Each progress report will be based upon monitoring on this schedule and analysis based on critical path method. Accordingly, Consultant will design a progress report format for Contractor and get it approved from the Client. Consultant will submit progress report with complete analysis, causes of delays, responsibility of delay, mitigation measures and way forward.
- 29) The Consultant will also provide complete analysis of delays affecting the completion of work as per schedule, implications of these delays and their effect on contractual matters in terms of financial and physical impacts.
- 30) Consultant will provide complete SOPs of Contract Implementation particularly Variations, processing of Contractor's IPCs, Check Request System, and Laboratory Testing etc. with their inception report.
- 31) The Consultants shall keep the record of daily inspection reports and hand them over to the concerned Project Manager on fortnightly basis. One copy of this record shall be retained by the consultants for record at site offices and the summary of such notes shall become part of Monthly Progress reports to be submitted to the Client.
- 32) The Consultant will keep pictorial evidence of each and every stage of work before, during and after completion of the work. This pictorial evidence will be systematically & chronologically arranged and will be submitted to the Client on weekly basis or as required by the Client. The pictorial evidence will be recorded on android based software properly geo tagged on a dashboard showing progress of works as site. Consultant will also develop an android based application with a dashboard so that the site pictures and progress of each activity could be monitored from site of work. Access to Dashboard will be provided to concerned MC, Contractor and PMDFC i.e. Client. Further each site will also be geo tagged properly on the google map.
- 33) The Consultants shall recommend and execute corrective measures through contractors in case of sub-project delays.

- 34) The Consultants shall keep complete record of their consultancy and project related activities in soft and hard form which will be submitted to the Client on monthly basis and attached with dashboard which could also be downloaded.
- 35) One copy of each progress report submitted to the Client will also be submitted to the Project Manager (MO-I) through Resident Engineer.
- 36) The required decisions shall be made at site by Assistant Resident Engineers in consultation with Project Manager and Resident Engineer. Decisions requiring major change in scope of work liable to change the project cost, will be referred to the Team Leader who will taken PMDFC into confidence before finalization of the final decisions and approval of MC.
- 37) The Consultants shall check systematically, the progress of works according to the construction schedule and methodology submitted by the contractor, fully certifying allocation of resources by the contractor, suggesting any changes and recommending him such practices at site to avoid any delay as preventive measures based on an engineering software highlighting critical activities with clear cut recommendations to mitigate bottlenecks keeping in view particularly contract management issues.
- 38) The Consultant shall submit fortnightly progress report to the concerned Project Manager and the Client on monitoring of works, environmental, social, occupational health and safety management plans, pointing out the deficiencies in the works & plans and suggestions for its remedial measures.
- 39) The Consultant will prepare a progress monitoring tool which will highlight an alarm on increase of contract cost over the work outlay in the approved PC-I cost. If it is detected that excess over the outlay under Administratively Approved cost is going to take place, the Consultant will start preparing revised PC-I in consultation with the Client, which will be submitted to the Client much before the 10% increase over the originally approved work outlay under approved PC-I cost takes place, as an anticipated measure. For this purpose, Excel based pivot table monitoring tool should be developed based upon Contract Bid, TS & AA Estimates to verify the percentage access over these parameters.
- 40) The Consultant shall recommend any variation initiated by the Contractor in line with Contract Document, necessary to execute the work. The consultant shall ensure that any such change is assessed in advance to avoid any loss of time. The recommendations about this variation shall be made to Employer and Project Manager (MO(I)) within 7 days after this variation has been identified or intimated to them by any quarter and will take all appropriate steps to avoid any delay.

- 41) If subsequently, at any stage after the expiry of the defect liability period and during the service life of the work, the quality of any item of work passed by the consultant is found substandard or defective, the consultant shall also be liable to pay the compensation to the concerned MC for the defective work. The liability shall be to the extent of two times the fee charged for consultancy.
- 42) No payment to the Consultant will be made till submission of the certification by its CEO and Team Leader that the work has been completed in accordance with Contract Documents, Design and Approved Drawings for Construction.
- 43) Consultant will send field, head office and regional office attendance sheet for every month in the Monthly Progress Report duly testified by the CO of concerned MC and Team Leader, to the Client (PMDFC).
- 44) One month prior to the expiry of the defect liability period of the work, the Consultant shall carryout a detailed final inspection of the works and submit a report to the concerned Project Manager pointing out the defects if any in the works with one copy endorsed to the Client.
- 45) The Client will be at liberty to increase or decrease the quantum of work at mutually agreed terms and conditions with the Consultants subject to the estimate remains within the allowable limit without any substantial change in scope of work.
- 46) No payment to the consultants will be made without certified attendance of site staff is submitted to the Client. The attendance mechanism will be android based duly made in the morning and evening pictures from the site of work/site office.

1.4 Specific Tasks

The staff (Assistant Resident Engineers, Inspectors etc.) prior to mobilization at site shall be got approved from the Client at least 15 days before if it is being substituted or not named at the time of negotiations. The consultant will mobilize the approved staff under intimation to the Client to fulfill the requirement

2. Core Team of the Consultant (For Packages)

Following core minimum team of the consultant will be required but not limited to

S #	Personnel	Nos	Package 1	Package 2	Package 3	Qualification	Remarks
1	Chief Resident Engineer/Team Leader	03	01	01	01	Bachelor Degree in Civil engineering with minimum 20 years' professional experience and	In Head Office

						5 years in similar position. (situated at Lahore Office)	
2	Design Engineers	06	02	02	02	Bachelor Degree in Civil engineering with minimum 10 years' relevant design experience, (one in water supply & sanitation and other in Roads, park & street lights)	In Head Office
3	Resident Engineers	03	01	01	01	Bachelor Degree in Civil engineering with minimum 10 years' experience in site supervision and execution for projects of similar nature	In Regional Office
4	Assistant Resident Engineers	18	06	06	06	Bachelor Degree in Civil engineering with minimum 8 years' experience in site supervision and execution for projects of similar nature	In each MC
5	Site Inspectors	36	12	12	12	DAE in Civil with minimum 10 years' experience in site supervision for projects of similar nature	In each MC
6	Quantity Surveyor	03	01	01	01	DAE in Civil with minimum 10 years' experience in estimation & costing of projects of similar nature. (Situated at regional office). The person with experienced Govt. and donor agencies will be preferable.	In Head Office
7	AutoCAD Operator	03	01	01	01	DAE in civil with minimum 5 years' experience in preparation of drawings for projects of similar nature. (situated at Lahore office)	In Head Office

Regional offices will be established by the Consultant where Resident Engineer will be responsible for overall supervision of works. ARE will be stationed in each MC along with 2 Inspectors, one for water supply & sewerage and the other for roads, parks & street lights.

3. Professional Liability of the Consultant

The consultant shall comply with the PPRA Rule-54 which states

“(1) The consultant selected and awarded a contract shall be liable for consequence of errors or omissions on the part of the consultant.

(2) The extent of liability of the consultant shall form part of the contract and such liability shall not be less than remunerations nor it shall be more than twice the remunerations.

(3) The procuring agency may demand insurance on part of the consultant to cover the liability of the consultant and necessary costs shall be borne by the consultant.

(4) The consultant 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.”

4. Hiring Process

The hiring shall be done in line with World Bank guidelines through competitive bidding based on **“Least Cost Based Selection Method”**.

5. Consultant Fee

The Consultant fee for design of the projects will be based upon % age of the project cost. Payments will be linked with output / deliverables. All payments made to the Consultant shall be subject to prevalent applicable taxes. The Consultants fee for the Resident Supervision will be based on the man months of the staff as approved by the Client and World Bank.

6. Gestion Period

(i) Assignment is likely to be completed within Sixteen (16) months of the signing of contract agreement including design/cost estimation and resident supervision.

(ii) The consultant shall furnish Completion Report within a fortnight after completion of the assignment.

7. Deliverables/Reports with timelines

The following deliverables/reports will be submitted to the Client. All payment will be linked to these deliverables and other parameters mentioned in TORs/Scope of Work:

7.1 Detailed Designing

Sr. No.	Description	Proposed Time	Hard Copies	Soft Copies
1	Inception Report	07 Days	03	01
2	Data Verification	30 Days	03	01
3	Cost Estimates	15 Days	03	01
6	Draft PC – I	10 Days	03	01

7	Final PC – I	05 Days	15	01
8	Detailed Cost Estimate with Drawings for TS			
8	Draft Bidding Documents including drawings for construction and BOQ for bidding	07 Days	02	01
9	Final Bidding Documents including drawings for construction and BOQ for bidding	07 Days	10	01
10	Bid Evaluation Report	10 Days	03	01
11	Fortnightly Progress Report	15 Days	03	01
12	Revised PC-1 as and when required	15 Days	03	01

7.2 Design Vetting

Sr. No.	Description	Hard Copies	Soft Copies
1	Draft Report on Review and Findings	03	01
2	Final Report on Review and Findings		
3	Amended Documents	03	01

7.3 Construction Supervision

Sr. No.	Description	Hard Copies	Soft Copies
1	Weekly Progress Report	-	Through Email
2	Fortnightly Progress Reports	-	Through Email
3	Monthly Progress Reports	05	Through Email
4	Final Completion Report	05	01