



PESHAWAR DEVELOPMENT AUTHORITY

Request for Proposal (RFP)

FOR

**SUPERVISION & DESIGN CONSULTANCY FOR
REMAINING WORKS OF PESHAWAR SUSTAINABLE
BUS RAPID TRANSIT PROJECT**

March, 2025

PESHAWAR DEVELOPMENT AUTHORITY

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Section 1. Letter of Invitation

Letter of Invitation

Dear Sir/Madam:

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

- a) “Procuring Entity (PE)” means the department with which the selected Consultant signs the Contract for the Services.
- b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- d) “Data Sheet” means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- e) “Day” means calendar day including holiday.
- f) “Government” means the Government of Khyber Pakhtunkhwa.
- g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- i) “Proposal” means the Technical Proposal and the Financial Proposal.
- j) “RFP” means the Request for Proposal prepared by the procuring Entity for the selection of Consultants.
- k) “Sub-Consultant” means any Person or entity to whom the Consultant subcontracts any Part of the Services.
- l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Consultant, and exacted results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.

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

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

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

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

3. Conflict of Interest

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

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

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

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

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

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

4. Fraud and Corruption

It is Government's policy that Consultants under the contract observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the

instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines :

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

Under Rule 44 of KPPR 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices

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

5. Integrity Pact

As per KPPRA Act/Rules, Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

6. Eligible Consultants

6.1. If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPR 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - that had been pre-qualified are eligible

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

7. Eligibility of Sub Consultants

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

8. Only One Proposal

8.1 Shortlisted Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed and will be marked **zero** in both/all the firms.

9. Proposal Validity

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

10. Clarification and Amendment in RFP

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

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

11. Preparation of Proposals

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

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

12. Language

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

13. Technical Proposal Format and Content

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

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to national consultants.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.

(iv). Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

(v). Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3C).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last____ (PE may give number of years as Per their requirement) years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vi). A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3D).

(vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

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

16. Submission, Receipt, and Opening of Proposals

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

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "**Do Not Open With The Technical Proposal** " If the Financial Proposal is not submitted in a separate sealed

envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PE not later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

17.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

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

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

Public Opening and Evaluation of Financial Proposals:

(LCS, QCBS, and Fixed Budget Selection Methods Only)

18.2 After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

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

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

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

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

combined technical and financial score will be invited for negotiations.

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

20. Negotiations

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

21. Technical negotiations

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

22. Financial negotiations

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

23. Availability of Professional staff/experts

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the

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

24. Award of Contract

24.1 After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.

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

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

25. Confidentiality

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

DATA SHEET

1	<p><u>Name of the Assignment:</u> CONSTRUCTION SUPERVISION OF REMAINING WORKS OF THE PROJECT “PESHAWAR SUSTAINABLE BUS RAPID TRANSIT”.</p> <p><u>Designation of the PE official:</u> Deputy Director (Coordination), PIU-BRT, PDA</p> <p><u>Address:</u> Block-B 1st Floor, PDA Commercial Complex, Phase-V Hayatabad, Peshawar</p> <p><u>Phone #</u> 091-9217071, 091-9217026-29 Ext: 127</p>
2	<p><u>The method of selection is:</u> (2.1) Quality and Cost Based Selection- QCBS</p> <p><u>The Edition of the Guidelines is:</u> (2.3) KPPRA rules and regulations 2014</p>
3	<p><u>Financial Proposal to be submitted together with Technical Proposal:</u> Yes</p> <p>All interested eligible bidders are requested to submit one original and one copy of Technical and Financial proposal marked as <u>PROPOSAL FOR CONSTRUCTION SUPERVISION OF REMAINING WORKS OF THE PROJECT “PESHAWAR SUSTAINABLE BUS RAPID TRANSIT”</u> with separate sealed envelopes of <u>Technical</u> and <u>Financial</u> Proposals within. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked “Technical Proposal” and the financial proposals in the one marked “Financial Proposal”. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”</p>
4	<p><u>The Proposal submission address is:</u> Office of the Deputy Director (Coordination), PIU-BRT, PDA, Block-B 1st Floor, PDA Commercial Complex, Phase-V Hayatabad, Peshawar</p> <p><u>Telephone:</u> 091-9217026-29 Ext: 127 and 091-9217071</p> <p><u>Proposals must be submitted not later than the following date and time: (16.4)</u></p> <p><u>Submission Deadline:</u> 11:00 AM on 15th April, 2025. Technical Bids will be opened on the same day at 11:30 AM in the presence of interested bidders’ representatives.</p> <p>*NOTE*No bid in any case shall be accepted after the deadline.</p>

5	Expected date for commencement of consulting services will be immediately after the award of contract				
6	(5.1) Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.				
7	(6.1) <u>Shortlisted Consultants may associate with other shortlisted Consultants:</u> N/A				
8	<u>Consultants to state local cost in the national currency (in case of ICB):</u> N/A				
9	(9.1) Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB).				
10	(10.1) Clarifications may be requested <u>not later than two (02) days</u> before the submission date. <u>The address for requesting clarifications is:</u> Office of the Deputy Director (Coord), PIU-BRT PDA Block-B 1 st Floor PDA Commercial Complex Phase-V Havatabad Peshawar				
11	(11.2) The professional staffs to be provided by the Consultants are;				
	S. No.	Designation	Quantity	Total Months	Remarks
	01	The Engineer	01	02	As and when needed
	02	Project Manager	01	03	As and when needed
	03	Contract Engineer	01	02	As and when needed
	04	Resident Engineer	02	12	One each for Reaches & Depots/ Lots
	05	Assistant Resident Engineer (01 Civil, 01 Electrical/Mech)	02	12	One each for Reaches and Depots/ Lots
	06	CAD Operator	01	06	For Design Team
	07	Quantity Surveyor	07	42	For site and office deployment
	08	Design Engineer Highways	01	02	As and when needed
	09	Design Engineer Electrical	01	02	As and when needed
	10	Design Engineer Mechanical	01	02	As and when needed
	11	Laboratory Technician	01	06	
	12	Surveyor	02	12	One each for Reaches & Depots/ Lots
	13	Site Inspectors/Sub-Engineers (Civil, Elec, Mech)	03	18	
	14	Document Controller/Record Keeper	01	06	

	<p><u>Note: (i) The staff will be deployed as per mutually agreed numbers and location or as decided by PE and payment will be made accordingly.</u></p> <p><u>Proposals are to be evaluated keenly as per attached evaluation criteria specified in section-5, however payment to be made on the basis of actual staff hired as per project requirements, also to be specified in financial form-3.</u></p>										
12	<p>(13.1) Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <table><tr><th>Category</th><th>Maximum Marks</th></tr><tr><td>Experience</td><td>60</td></tr><tr><td>Personnel</td><td>20</td></tr><tr><td>Other Factors</td><td>20</td></tr><tr><td>Total</td><td>100</td></tr></table> <p><u>The minimum technical score required to Pass is: 70 Percent</u></p> <p>In case of Joint Venture/ Association, the lead partner must obtain minimum 50% marks in Experience, Personnel and Financial Soundness category and other JV partners must meet 25% marks individually.</p> <p><u>Remuneration Type :</u> <i>As per actual inputs</i></p>	Category	Maximum Marks	Experience	60	Personnel	20	Other Factors	20	Total	100
Category	Maximum Marks										
Experience	60										
Personnel	20										
Other Factors	20										
Total	100										
14	<p><u>Pre-proposal conference:</u> (2.3) Applicable</p> <p>Pre-bid meeting will be held on 14th April, 2025 at 11:00 AM in PDA Conference Room.</p>										
15	<p><u>Training is a specific component of this assignment:</u> (13.2 vi) N/A</p>										
16	<p>(14.1)</p> <p>The financial proposal of the applicant bidders shall include the following:</p> <p>(i) Per Month Salaries of staff for designations and durations mentioned at S.No. 11 above. Also mentioned in Form FIN-04.</p> <p>(ii) Reimbursable Expenses as mentioned in Form FIN-05.</p> <p>(iv) The specified number of staff and duration of project as mentioned at S.No.11 shall not be changed in the financial proposals; otherwise the financial bid will be computed as per quoted salaries against each man months.</p> <p>Under quality cost based selection system, following weightage criteria will be followed.</p> <p>Total =100 %</p> <table><tr><td>a. Technical</td><td>:</td><td>80 %</td></tr><tr><td>b. Financial</td><td>:</td><td>20 %</td></tr></table>	a. Technical	:	80 %	b. Financial	:	20 %				
a. Technical	:	80 %									
b. Financial	:	20 %									
17	<p><u>Amounts Payable to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable :</u> (15.1)Yes</p> <p>Note: The quoted price should be inclusive of all direct and indirect cost with all applicable taxes i.e. FBR, DPR & KPRA etc.</p>										

18	(16.2) <u>submission receipt & opening of proposals</u> : mentioned above at S # 03&04
19	(20.1) Expected date and address for contract negotiations: 15 days after the opening of financial proposals at PDA House, Phase-5, Hayatabad, Peshawar
20	(24.2) <u>Submission of Performance Security:</u> 05% of Work Order Amount

Section 3. Technical Proposal – Standard Forms
FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

Section 3. Technical Proposal – Standard Forms

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

Date: _____

To: *Peshawar Development Authority
PDA House, Phase-5, Hayatabad, Peshawar*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for SUPERVISION & DESIGN CONSULTANCY FOR REMAINING WORKS OF PESHAWAR SUSTAINABLE BUS RAPID TRANSIT PROJECT in accordance with your Request for Proposal dated _____ and our proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In *full and initials*] : _____

Name and Title of Signatory: _____

Name of Firm: _____

Address:

FORM TECH-2 – CONSULTANT’S EXPERIENCE

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

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

Firm’s Name & Stamp:

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

A – On the Terms of Reference

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

- 1.
 - 2.
 - 3.
- Etc.

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

Technical approach, methodology and work plan are key components of the Technical Proposal. Firm is suggested to present this part of Technical Proposal divided into the following three portions:

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

a) Technical Approach and Methodology. In this portion, Firm should explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exacted output, and the degree of detail of such output. Firm should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. Firm should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this portion, Firm should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports, drawings, and tables (if any)) to be delivered as final output, should be included here.

c) Organization and Staffing. In this portion, Firm should propose the structure and composition of your team. Firm should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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

1. Proposed Position *[only one candidate shall be nominated for each position]*: ____
2. Name of Firm *[Insert name of firm proposing the staff]*: _____
3. Name of Staff *[Insert full name]*: _____
4. Date of Birth: _____
5. Nationality: _____
6. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*:

7. PEC No. (if applicable)/Membership of Professional Associations: _____
8. Other Training *[Indicate significant training since degrees under 5 – Education were obtained]*: _____
9. Countries of Work Experience: *[List countries where staff has worked in the last ten years]*:

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

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

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

	Main project features: Positions held:
	Activities Performed:

13. Certification:

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

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

Full name of authorized representative:

FORM TECH-7. WORK SCHEDULE (N/A)

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

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

Full time input

Part time input

FORM TECH-8. WORK SCHEDULE

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

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PE approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

Section 4. Financial Proposal – Standard Forms

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM
FINANCIAL PROPOSAL SUBMISSION FORM

Date: _____

To: Peshawar Development Authority
PDA House, Phase-5, Hayatabad, Peshawar

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **CONSTRUCTION SUPERVISION OF REMAINING WORKS OF THE PROJECT “PESHAWAR SUSTAINABLE BUS RAPID TRANSIT”** in accordance with your Request for Proposal dated _____ and our Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]* _____

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

We remain,
Yours sincerely,

Authorized Signature *[In full and initials]* ‘. _____

Name and Title of Signatory: _____

Name of Firm: _____

Address’: _____

FORM FIN-2. BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____ Firm: _____

Name	Position	Basic Salary <i>per Cal. Month</i>	Social Charges <i>(%age of 1)</i>	Overhead <i>(%age of 1+2)</i>	Sub- Total <i>(1+2+3)</i>	Fee <i>(%age of 4)</i>	Rate per Month <i>For project Office</i>	Field Allow. <i>(%age of 1)</i>	Rate per Month <i>for Field Work</i>
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes:

Item No. 1 Basic salary shall include actual gross salary before deduction of taxes.

Payroll sheet for each proposed personnel should be submitted at the time of negotiations.

Item No. 2: Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.

Item No. 3: Normally payable only in case of field work under hard and arduous conditions.

Full Name: _____

Signature: _____

Title: _____

FORM FIN-3. SCHEDULE OF PAYMENTS

To be finalized at the time of execution of contract. The Consultant shall however propose a tentative schedule of payment with each payment tied to the deliverables as mentioned in TORs.

FORM FIN-4. ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION (INCLUSIVE OF ALL TAXES)

Estimated Local Currency Salary Costs/Remuneration (inclusive of all taxes)

S. No	Position	Qty	Man Months	Total Man Months	Monthly Billing Rate (PKR)	Total Estimated Amount (PKR)
01	The Engineer	01	02	02		
02	Project Manager	01	03	03		
03	Contract Engineer	01	04	04		
04	Resident Engineer	02	06	12		
05	Assistant Resident Engineer (01 Civil, 01 Electrical)	02	06	12		
06	CAD Operator	01	06	06		
07	Quantity Surveyor Field	06	06	36		
08	Quantity Surveyor The Engineer Office	01	04	04		
09	Design Engineer Highways	01	02	02		
10	Design Engineer Electrical	01	02	02		
11	Design Engineer Mechanical	01	02	02		
12	Laboratory Technician	01	06	06		
13	Surveyor	02	06	12		
14	Site Inspectors/Sub-Engineers (Civil, Elec, Mech)	03	06	18		
15	Document Controller/ Record Keeper	01	06	06		
Sub Total Key Personnel Cost (A)						

Note: These inputs are estimated at this stage and may vary as per Project requirements, with the approval of the Client.

FORM FIN-5. BREAKDOWN OF OTHER/ REIMBURSABLE EXPENSES

S/ No	Description	Unit	Duration (Months)	Quantity	Unit Cost (Rs.)	Amount (Rs.)
01	Office Accommodation	Per Month	06	1		
02	Utility Bills [Electricity, Gas, Internet]	Per Month	06	1		
03	Janitorial staff	Per Month	06	03		
04	Rental or owned Vehicles for Transportation along with Drivers and fuels	Nos.	06	04		
05	Stationery	Per Month	06	1		
06	Office Equipment (if required, on approval of Client)	Lump sum				
07	TA/DA	Lump sum				
Sub Total - Other Costs (B)						

FORM FIN-6. SUMMARY OF COST

PROPOSAL FOR SUPERVISION & DESIGN CONSULTANCY FOR REMAINING WORKS OF PESHAWAR SUSTAINABLE BUS RAPID TRANSIT PROJECT		
S. No.	Description	Amount (PKR)
1	Salary Cost/Remuneration (Subtotal A “FIN-4”)	
2	Other Costs (Non-Salary) (Subtotal B “FIN-5”)	
3	Sales Tax on Services @ 2%	
Total Cost (C)		

SECTION- 5

TECHNICAL AND FINANCIAL EVALUATION CRITERIA & TERMS OF REFERENCE (TOR) FOR HIRING OF CONSULTANCY SERVICES FOR SUPERVISION & DESIGN CONSULTANCY FOR REMAINING WORKS OF PESHAWAR SUSTAINABLE BUS RAPID TRANSIT PROJECT

DETAILED SELECTION CRITERIA

INTRODUCTION

1. The Peshawar Development Authority (PDA) has been assigned by the Provincial Government to execute the project, for which Consultant is required to carry out the construction supervision of on-going construction works and future packages.
2. You are hereby invited to submit technical and financial proposal for consulting services required for the assignment named in the attached LOI data sheet (referred to as "Data Sheet"). Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the PE named in the "Data Sheet".
3. A brief description of the assignment and its objectives are given in the attached TOR.
 - a) The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet/TOR's, if required.
 - b) To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the PE before submitting a proposal and attend a pre-proposal conference, if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
 - c) The PE shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
4. Please note that:
 - a) The costs of preparing the proposal and of negotiating the contract, including visit to the PE, are not reimbursable as a direct cost of the assignment; and
 - b) The PE is not bound to accept any of the proposals submitted and reserves the right to accept or reject any or all proposals as per KPPRA rules.
5. The PE may visit the consultants' premises and selected projects for evaluation purposes. Proposals must be delivered in sealed envelopes through registered mail/Courier, to:
Office of the Deputy Director (Coord), PIU-BRT, PDA, Block-B 1st Floor, PDA Commercial Complex, Phase-V Hayatabad, Peshawar.

You are requested to submit a technical and a financial proposal. Your proposal shall be

written in English language. Under quality cost-based selection system, following weightage criteria will be followed.

Total =100 %

c. Technical	:	80 %
d. Financial	:	20 %

TECHNICAL PROPOSAL

1. In preparing the technical proposal, you are expected to examine all terms and instructions included in the RFP. Failure to provide any requested information may result in rejection of your proposal.
2. During preparation of the technical proposal, you must give attention to the following:
 - a) The Tasks to be performed by the Consultants are mentioned in the TOR's. Consultant has to Provide Professional Staff which better suits the Tasks to be performed in the TORs
 - b) Proposed staff should have experience preferably under conditions like those prevailing in the Assignment.
 - c) No alternative to key professional staff may be proposed, and only one Curriculum Vitae (CV) may be submitted for each position.
 - d) Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional advantage.
 - e) Fraudulent practice (if any) determined/noticed by the evaluation committee will result in rejection of bid.
 - f) In any case, the information provided/ omitted by the consultant, if requires further interpretation/ clarification, the evaluation committee reserves the right to decide the case or may ask for further clarification as appropriate.
3. Your technical proposal shall provide the following and any additional information, using the formats attached in Section 3:
4. Any additional information as requested in the Data Sheet/ TORs.
5. The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the PE and indicated in the TOR shall be included in the technical proposal.

FINANCIAL PROPOSAL

1. The financial proposal should list the costs associated with the assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents. Your financial proposal should be prepared using the formats attached in Section 4.
2. The financial proposal shall also consider the professional liability as provided under the relevant Contract for Engineering Consultancy Services and cost of insurances specified in the Data Sheet.
3. Your final financial proposal should be based on financial forms provided in Section 4. The final cost shall deem to cover all activities mentioned in TOR/ scope of work. Payment shall be made based on the payment schedule. (Payment to the consultant to be done as per deliverables mentioned in the TOR's section-V, also to be reflected in financial form-3 of section-4).
4. Costs will be expressed in Pakistani Rupees.

SUBMISSION OF PROPOSALS

1. You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked **“Technical Proposal”** and the financial proposals in the one marked **“Financial Proposal”**. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”**
 - a) The name and mailing address of the bidder shall be clearly marked on left hand side of the envelope.
 - b) The bids shall be prepared in the English language. Information in any other language shall be accompanied by its translation in English. PE reserves the rights to reject the bids in case of non-compliance of the above requirement.
 - c) The bidders must respond to all questions and provide complete information as advised in this document. Any lapse to provide essential information or

misrepresentation or deliberate withholding of information may result in rejection of the bid.

- d) The clarification meeting will be conducted upon request of firms.
2. In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialled by the person or persons signing the proposal.
3. The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialled by the person or persons signing the proposal.
4. The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
5. The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The PE shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

PROPOSAL EVALUATION

The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score.

TECHNICAL PROPOSAL:

The evaluation committee appointed by the PE shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet/ RFP. Each responsive proposal shall be attributed a technical score. Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned un-opened.

FINANCIAL PROPOSAL:

FOR QUALITY AND COST BASED SELECTION

1. The financial proposals of the consulting firms scoring equal or more than 70%, based on

the evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The PE shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.

2. The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among all shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

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

(F = amount of specific financial proposal)

Proposals, in the quality and cost-based selection, shall finally be 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; and T+P=1). $S = S_t \times T \% + S_f \times P \%$

AWARD OF CONTRACT

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

TECHNICAL PROPOSAL EVALUATION CRITERIA

GENERAL

Evaluation will be based on all the criteria given in succeeding Paras regarding the bidder's financial soundness, experience record, and personnel capabilities as demonstrated by the Applicant's responses in the forms attached to this letter. The Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Sub-consultants experience and resources shall not be considered in determining the Applicant's compliance with the qualifying criteria. However, Joint Venture experience & resources shall be considered. Consortium or Association of firms will be considered for similar treatment as in case of Joint Venture. The weightage/ Marks for different categories will be followed as per table given below:

Category	Maximum Marks
Experience	60
Personnel	20
Other Factors	20
Total	100

In case of Joint Venture/ Association, the lead partner must obtain min. 50% marks in Experience, Personnel and Financial Soundness category and other JV partners must meet 25% marks individually.

The detailed criteria for each category have been developed as under:

EXPERIENCE OF THE FIRM (TOTAL: 60 MARKS)

In case of Joint Venture/ Association/ Consortium, Experience of all partners shall be considered cumulatively.

Experience is sub-divided into two categories:

1. Specific Experience - (45 Marks)
2. General Experience - (15 Marks)

SPECIFIC EXPERIENCE: (45 MARKS):

For evaluation, Specific Experience means project of similar nature and complexity i.e.

Designing and/or Construction Supervision of:

Mass Transit System, Buildings, Depots, Roads, Expressway, Motorways having minimum Project Cost of Rs. 10,000 Million

Marks for 'Similar Experience' of the firm will be counted for three Nos projects. Each project has to qualify the criteria as stated above.

S.No	Number of Projects	Max. Marks
i)	Marks for each project	15

1. Projects undertaken in last 15 years will be evaluated only.
2. Completion certificates/ letter from client endorsing the completion or any equivalent document shall be provided/ attached along with proposal for completed projects. 50% marks will be awarded to a project if only work order/ letter of intent/ letter of award or any equivalent document from the client is provided.
3. An on-going project will be graded as 50% of a project in marking. An on-going project will be treated individually and may not be considered as single complete project by combining two individual on-going projects in grading marks. For on-going projects, work order/ letter of intent/ letter of award or any equivalent document from the client shall be provided/attached along with proposal.
4. No extra marks will be awarded if the applicant firm has carried out both Detailed Designing and Construction Supervision of a single project.

GENERAL EXPERIENCE: (15 MARKS):

'General Experience' means project having minimum cost of Rs. 5,000 million with at least one of the **components** stated below:-

1. Design/ Supervision of Roads,
2. Design/ Supervision of Bridges/Culverts/retaining walls
3. Design/ Supervision of Electrification Works,
4. Design/ Supervision of Buildings Complexes
5. Others (e.g. Design/ Supervision of Water supply system, Solid waste management system etc.)

Marks for 'General Experience' shall be awarded based on the following qualifications:

S.No.	Number of Projects	Maximum Marks
-------	--------------------	---------------

i.	Marks for ten projects	100%
ii.	Marks for seven projects	75%
iii.	Marks for five projects	50 %
iv.	Marks for three projects	25 %

1. Projects undertaken in last 15 years will be evaluated only.
2. Completion certificates/ letter from client endorsing the completion or any equivalent document shall be provided/ attached along with proposal for completed projects. 50% marks will be awarded to a project if only work order/ letter of intent/ letter of award or any equivalent document from the client is provided.
3. An on-going project will be graded as 50% of a project in marking. An on-going project will be treated individually and may not be considered as single complete project by combining two individual on-going projects in grading marks. For on-going projects, work order/ letter of intent/ letter of award or any equivalent document from the client shall be provided/ attached along with proposal.
4. No extra marks will be awarded if the applicant firm has carried out both Detailed Designing and Construction Supervision of a single project.

PERSONNEL CAPABILITIES: (TOTAL: 20 MARKS)

In case of Joint Venture/ Association/ Consortium, Experience of all partners shall be considered cumulatively.

Award of marks is subject to the provision of details/ explanation of the nominated personnel through detailed CVs duly signed by proposed candidates/ Firm's representatives, photocopy of highest qualification degree, photocopy of PEC card/ number or equivalent for Engineers only (mandatory). Unavailability of the required details/ explanations will result in the deduction of 20% marks per detail from the total gained marks of the respective entity.

The following personnel will be evaluated:

- | | | |
|--|---|------------|
| 1. The Engineer | - | (05 Marks) |
| 2. Project Manager | - | (03 Marks) |
| 3. Contract Engineer | - | (02 Marks) |
| 4. Design Engineer Electrical (01 No.) | - | (02 Marks) |
| 5. Design Engineer Roads (01 No.) | - | (02 Marks) |
| 6. Resident Engineer (02 Nos.) | - | (06 Marks) |

Note: Technical marking of the Manpower of the consultant will be carried out against the above-mentioned professionals. However, provision of the Consultant's supportive staff (Junior Engineers, surveyors, technicians & document controller etc) is mandatory which better suits the tasks to be

performed as mentioned in TORs. The above staff is for evaluation purpose only, actual staff shall be provided as per Services to be performed.

Personnel Capabilities are sub-divided into following categories:

1. Academic and General Qualification - (30% Marks)
2. Professional Experience - (60% Marks)
3. Experience with current firm/employer - (10% Marks)

Documentary evidence as CPR Tax Challan for period of last six (06) months shall be provided in proof of permanent employment with the firm

S#	Position	Minimum Academic Qualification	No.	Experience
1.	The Engineer	M.Sc. Civil Engineering	1	1. Professional Experience= 25 Years 2. Must have performed at least three (03) major Infrastructure Projects in the capacity of Project Manager.
2.	Project Manager	M.Sc. Civil Engineering	1	1. Professional Experience= 25 Years 2. Must have performed at least three (03) major Infrastructure Projects in the capacity of Project Manager.
3	Contracts Engineer	M.Sc. Civil Engineering	1	1. Professional Experience= 20 years 2. Ten (10) years of Specific experience as Contracts Specialist
4.	Design Engineer Electrical	MSc. Electrical Engineering	1	1. Professional Experience = 15 years 2. Twelve Years (12) years of Specific experience as Design of Electrical Works
5.	Design Engineer Roads	M.Sc. Civil Engineering	1	1. Professional Experience =15 years 2. Ten Years (10) years of Specific experience as Design of Road Works
6.	Resident Engineers	BSc. Civil Engineering	2	1. Professional Experience =15 years 2. Ten Years (10) years of Specific experience for supervision of Works

OTHER FACTORS (20 MARKS)

GENERAL (10 MARKS)

S. No	Description	Max. Marks
1	Methodology Proposed for Performing the Assignment	80%
2	Work Plan & Manning Schedule	20%

FINANCIAL ASSESSEMENT AND FINANCIAL SOUNDNESS (10 MARKS)

Sr. No.	Name of Documents/Records/Certificates/Registrations	Weightage
1	Last Three Years Audited Financial Statements and/ or Bank Statements [Turn Over > Rs. 1,000 Million = 100%] [Turn Over Rs. 500 Million to Rs. 1,000 Million = 50%] No Marks for less than Rs. 500 Million.	60%
2	Income Tax Returns for last 3 Fiscal years	40%
Total Weightage		100%

In case of Joint Venture/ Association/ Consortium, Experience of all partners must provide documents separately required for their financial assessment and soundness.

Note: Undertaking for Withholding Taxes (Filer and Non-Filer Deductions), All Acts, Ordinances, Rules, Regulations, Notices, Circulars, SROs and any other Government Directives for Withholding Taxes and any other taxes and revenues should be applicable to this Contract and PDA as and when empowered by Law can withheld/adjust such amounts as per law enforced at the time of payments or at the time of delivery of service.

ADDITIONAL DOCUMENTS TO BE PROVIDED

1. Registration with Pakistan Engineering Council in relevant code and its renewal of the current year
2. List of professional staff/ expertise employed with the firm category-wise along with the CV
3. List of similar works completed by the firms during the last 05 years with cost & cost of consultancy services, date of start & completion
4. List of similar works in hand with total cost and cost of consultancy services, date of start & expected completion
5. Registration certificate from Income Tax Authority (NTN). Income Tax Certificate
6. Fresh affidavit on stamp paper (in original) stating that the firm is not blacklisted and regarding non-involvement in any arbitration/ litigation.
7. Any other documents or information necessary for the Project

MANDATORY DOCUMENTS

1. In case of Individual firm, the firm must have a valid registration with Pakistan Engineering Council (PEC) & Khyber Pakhtunkhwa Revenue Authority (KPRA). Registration Certificate (Registration for sales tax purposes) shall be provided.
2. National Tax Number/Certificate (Registration for Income Tax Purposes) must be provided for all the partners in case of Joint Venture/Consortium or for the individual firm.

(Note: The consultants must be registered with KPRA on or before the date of submission of bid documents)

TERMS OF REFERENCE

TERMS OF REFERENCE

The Peshawar Development Authority (PDA), hereinafter called the "Client" intends to engage the services of well-reputed, professional and experienced Consultancy firm hereinafter referred as the “Consultants” for SUPERVISION & DESIGN CONSULTANCY FOR REMAINING WORKS OF PESHAWAR SUSTAINABLE BUS RAPID TRANSIT PROJECT, hereinafter referred as the “Project”.

The scope of work involves but not limited to:

- a. Reaches
- b. Lots and Depots
- c. Removal of Bottlenecks etc.

A. SCOPE OF CONSULTANTS’ SERVICES

The Scope of Consultants services is categorized in two phases:

1. Consultancy Services for Executed Works where “Executed Works” are defined as “The Works already Completed before Mobilization of Consultants’ Supervision Staff at Project site”.
2. Consultancy Services for Balance Works where “Balance Works” are defined as “The Works to be done after Mobilization of Consultants’ Supervisory Staff”.

A-1 SCOPE OF CONSULTANTS’ SERVICES FOR EXECUTED WORKS

The objective of the Consultancy services is to quantify only the visible items of already executed Works which are quantifiable at the time of signing of Contract Agreement. For this purpose:

- (i) The Client will provide all the supporting documents including Construction Drawings, verified Payment Certificates, Check Requests and any such documents which the Consultants deem necessary from the previous consultant on behalf of the Client for their reference, record and resubmit it properly as per Contract after successful completion of the Project and/ or when required by the Client.
- (ii) The Consultants will deploy field engineering personnel of qualification and experience as described in the core team to verify the quantities of visibly quantifiable materials and equipment already executed prior to their engagement and quality of work shall remain the responsibility of previous consultant.
- (iii) The Consultants shall provide technical assistance based on contemporary data & available record, to be provided by the Client, for amicable resolution of contractual matters and for timely close-out of the Project.
- (iv) The Consultant shall also be responsible to assist the Client in responding various Audit agencies.

A-1.1 Exclusions

A.1.1.1 Quality Assurance

The Consultants shall not be responsible for ensuring the quality of works supervised by the previous consultant. Any issues related to quality shall be the responsibility of the previous consultant.

A1.1.2. Retroactive Responsibility

The Consultants' scope of work does not extend to retroactively verifying the quality of works completed prior to their engagement. However, the Consultants will be responsible for verification of quantities of the visible work done at site prior to their engagement as per approved Construction/ Shop drawings/ relevant documentation to be provided by the Client.

A-2 SCOPE OF CONSULTANTS' SERVICES FOR BALANCE WORKS

The objective of the Consultancy services is to ensure that the balance works are carried out in accordance with the Contract and that the highest possible Construction quality is achieved within the budget allocated. This will be done through strict supervision of the Contractor's activities ensure that all work is carried out in full compliance with the engineering designs, technical specifications and other Contract documents, as well as to effectively supervise the work at site with due diligence and represent the client to carry out its supervision responsibilities.

The scope of the Consultants services will generally be as follows:

- i. Provide input/ guide/ recommend the Client in all contractual matters pertaining to balance works;
- ii. Provide such information as is necessary to the Contractor to set out the works and check that the setting out is correct;
- iii. Review and approve the Contractor's work proposals, working drawings etc. to the extent required by the Contract, advise modifications where necessary and approve these proposals;
- iv. Review and approve the Contractor's work programme and, where necessary, request revisions of this to account for the current status of the works and ensure adherence to the Construction schedule;
- v. To supervise the Construction activities of the Project;
- vi. Review and approve the Contractor on systems of measurement for interim payment certificates and verify the quantities for such certificates;
- vii. Make recommendations to the Client on the Contractor's claims for payment (if any), extension of time and other matters, based on Contract documents, the relevant site conditions and the Contractor's detailed submissions;
- viii. In the event of variations to the works being required, prepare the necessary documents, negotiate these with the relevant stake holders and submit these to the Client for approval. It may please be noted that if the financial impact of any variation order of the non-schedule items and/or not included in the Bill of Quantities is below 5% of the agreed Contract Amount then "The Consultants" may approve rate of those items after detail rate analysis and justification without taking approval of the Client.
- ix. Through inspectors of works and other site staff as may be required, supervise the day-to-day operations of the Contractor to ensure quality of workmanship and

- compliance with the Contract, including day-to-day monitoring of environmental compliance;
- x. Oversee and verify laboratory and field tests undertaken by the Contractor during the Construction period;
 - xi. Maintain detailed daily diaries, photographs and documents concerning relevant events and activities, call and keep minutes of routine site meetings between the parties to the Contract;
 - xii. Review for accuracy the 'As Built' drawings prepared by the Contractor for the balance works and translate such documents into a format suitable for the Client's asset management system;
 - xiii. Prepare progress reports for the Contract in a form acceptable to the Client. These reports will include, as a minimum, details of the physical and financial status of the Contract, details of delays (if any) and the budgetary effect of particular problems with suggested solutions;
 - xiv. Carry out final inspections of the works and recommend the issue of completion certificate;
 - xv. Check the Contractor's statement at completion and certify them correct for payment;
 - xvi. Prepare completion reports in a form acceptable to the Client;
 - xvii. Make recommendations to the Client on the Contractor's claims for payment (if any), extension of time and other matters, based on Contract documents, the relevant site conditions and the Contractor's detailed submissions;
 - xviii. To provide Field Design Support Services as and when required
 - xix. The Consultants shall also be responsible to depute the relevant staff to prepare exact Estimates for the remaining quantities of the Project.
 - xx. Ensure timely and successful completion of the Project within the allocated budget.
 - xxi. Provide any other services as maybe necessary and agreed upon.
 - xxii. Deploy field engineering personnel of qualification and experience as described in the core team for resident supervision to monitor the output of all stages of Construction and ensure that the works are executed in full compliance with the approved engineering design, drawings, agreed work schedule, technical specifications and with the terms & conditions of all the Contract documents and sound engineering practices;
 - xxiii. Administer the Contractor's Contract, make engineering decisions and ensure that all clauses of the Contract agreement between the Client and Contractor are respected;
 - xxiv. Advise the Client on all matters relating to the efficient and successful execution of works;
 - xxv. Act at all time so as to protect the interest of Client and will take all reasonable steps to keep all expenses to a minimum consistent with economic and engineering practices;
 - xxvi. Evaluate and finalize method statement, material sources, working/shop drawings and bar bending schedule prepared by the Contractor, setting out of works etc. and accord approval thereof;
 - xxvii. Setup a Project control system for monitoring, reporting physical and financial progress of the Project as well as the forecasts;
 - xxviii. Inspect and evaluate the Contractor's resources regarding Construction machinery, manpower, office/site stall establishment and laboratory facilities on regular basis to ensure their compliance with respect to the approved Construction Schedule;
 - xxix. Be responsible for quality control and ensure that all works are executed as per approved specifications and standards;
 - xxx. Keep Client informed of the progress on site, any existing impediments sustained in progress of likely to appear in the foreseeable future which might arise and cause delay in implementation. In view of the foregoing, the Consultants will prepare and issue progress on monthly basis.

- xxxi. Recommend corrective actions and measures that need to be taken to ensure progress leading to a timely completion of works;
- xxxii. Provide general guidance, furnish timely input/ guide/ recommend to the Contractor in all matters relating to the execution of works and facilitate the Contractor by providing necessary details of minor design changes as and when required during Construction of the Project;
- xxxiii. Check, inspect, advise, approve and report on architectural finishing of materials being used by the Contractor and give comments in writing to the Client on quality of works. The Consultants will order for testing of materials to ensure adherence to Specifications.

A-2.1 Quantity Measurement and Verification

The Consultants shall meticulously verify the quantity of materials, equipment, and other resources utilized in the Construction works. This includes but is not limited to, concrete, steel, asphalt and all construction materials including MEP related equipment/material. Moreover, The Consultants shall also be responsible to depute the relevant staff to prepare estimates for the remaining quantities indispensable for successful completion of the Project.

A-2.2 Documentation

Maintain detailed documentation of all quantity and quality assessments conducted, ensuring accuracy and transparency in reporting. Consultants shall keep the Client's interest paramount, and shall prepare and recommend Revised PC-1, Technical Sanction, Variation Orders etc.

The Consultants shall be responsible to prepare Bill of Quantities (BOQ), Monthly, Quarterly progress report and Project Completion Report and other documents which the Client deems necessary for the successful completion/ closure of the Project.

A-2.3. Coordination

Collaborate closely with Project stakeholders, including Contractors, Engineers, and Project Managers, to ensure alignment with Project objectives and timelines.

A-2.4 Approvals

It is contractual obligation of the Consultants to give Approval of As-Built drawings, Work Schedule, Shop Drawings, Contractor's Payment Certificates, Inspection Requests, Factory Assessment Tests (FATs) and all other documents deem appropriate for successful completion of the Project as per relevant clauses of the Construction Contract keeping in view the best Engineering practices, standards and Technical Specifications.

A-2.5 Provide input/guide/recommend the Client

The Consultants shall be responsible for provide input /guide/recommend the Client with Project management and the Construction supervision of the Balance Works Contract.

The Consultants shall propose and/or implement methodology to conclude all reaches and depots successfully as early as possible. The Consultants shall carry out design work, if required at site for any specific activity as per site requirements or as directed by the client.

A-2.7 Health and Safety

It is contractual obligation of the Consultants to ensure health and safety measure and ensure the prevailing labor laws over the contractors in the best public interest.

A-2.8 Quality Assurance

It will be the contractual obligation of the Consultants to ensure quality of works as per technical specifications of the Contractor's agreement and/or as per the best Engineering practices and international standards with effect from the signing date of this Contract agreement.

A-2.9 Record Keeping

- i) To keep the record of quality control tests, drawings, Contractors' IPCs, variation orders, progress reports, time extensions etc. in a systematic and tidy manner for work both in hard & soft form.
- ii) To provide Client with complete record of As-built drawings arranged through Contractors, detail technical sanctions, estimates, quality control tests, photographs of construction activities, Contractors' IPCs, variation orders, progress reports, PC-IV, Design calculations etc. in the form / manner acceptable to the Client.
- iii) To maintain a day-to-day project diary, correspondence and others which shall record all events pertaining to the administration of the contract, Contractors' requisition Slips, requests forms and orders given to the Contractors and any other information which may at a later date be of assistance in resolving queries arising in connection with execution of the works.
- iv) To maintain the level books for all survey record and to maintain lab testing record.

B. INDEMNIFICATION

The Client shall indemnify the Consultants from any losses, damages, or expenses (including legal fees) that may arise from the works already executed. This may include but not limited to:

- Claims or lawsuits by third parties
- Breaches of contract or negligence by the previous consultant
- Representation in any Court of Law, FIA, NAB and other proceedings

C. EXPERTISE REQUIREMENT

Consultants shall have enough experience in design and supervision services. Consultants will assign adequate qualified Key Personnel to carry out the consultancy services of the project as described in the TOR.

D. STAKEHOLDERS

- i) Peshawar Development Authority, Peshawar.
- ii) Trans Peshawar Company and Transport Department
- iii) WSSP, Peshawar.
- iv) District Administration and Tehsil Municipal Administrations

- v) LGE&RDD

E. INSTITUTIONAL ARRANGEMENT

- i) Client will appoint a Project Director who will be in contact with Consultant for all necessary coordination, reporting, approvals and payments.
- ii) Project Director will be taken in loop while appointing Resident Engineer, Assistant Resident Engineer, Surveyor and Quantity Surveyors.
- iii) Project will be funded by Client through its own resources.

F. CLIENT'S SUPPORT

- i) Client will provide inception reports, survey reports, tender drawings, construction drawings, shop drawings, IPCs, Variation Order and all relevant documentation of their own and Previous Consultants.
- ii) Client will assist and coordinate with various government departments for relocation of any existing services, acquisition of land, removal of encroachment and coordination with various government departments.
- iii) Consultants shall establish fully equipped offices at site and shall be responsible for transportation of its staff.

G. TERMS & CONDITIONS

- i) The successful Firm must establish project office in Peshawar.
- ii) The bidding process for hiring of Consultant will be carried out under the KPRA rules and regulations.
- iii) All Federal, Provincial duties, taxes including KPRA taxes will be recoverable as per directives of Govt enforce and amended from time to time.
- iv) Incomplete, conditional, or late submitted proposals shall not be acceptable.
- v) The Competent Authorities reserves the rights to reject any one or all the proposals, the reasons for rejections shall be communicated upon request.

SECTION 6

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 of the Client’s Country, unless otherwise specified in the Special Conditions of Contract (SC), in force from time to time.
- (b) “Client” means the agency referred to as Client in the Contract.
- (c) “Client’s Country” means the country specified in the SC.
- (d) “Consultant” means any private or public entity including a Joint Venture referred to as Consultant in the Contract.
- (e) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1.
- (f) “Day” means calendar day.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (h) “Foreign Currency” means any currency other than the currency of the Client’s Country.
- (i) “Government” means the Government of the Client’s Country.
- (j) “Joint Venture” means a Consultant which comprises two or more Partners each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under the Contract.
- (k) “Local Currency” means the currency of the Client’s Country.
- (l) “Partner” means any of the entities that make up the Joint Venture; and “Partners” means all these entities.
- (m) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (n) “Personnel” means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof; “International Personnel” means such qualified persons who are citizens of an ADB member country; “National Personnel” means such qualified persons who are citizens of the Client’s Country.
- (o) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- (p) “Services” means the work to be performed pursuant to this Contract, as described in Appendix A hereto.
- (q) “Sub-Consultant” means any person or entity (including associated firms) to whom/which the Consultant subcontracts any part of the Services and for whom/which the Consultant is fully responsible.

- (r) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (s) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

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

1.4 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. Furthermore, all reports and correspondence required during implementation of the Services shall be in English.

1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices

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

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

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client’s Country or elsewhere, as the Client may approve.

1.8 Authority of Lead Partner

In case the Consultant consists of a Joint Venture of more than one entity, the Partners hereby authorize the Lead Partner specified in the SC 1.8 to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

1.9 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 Consultant may be taken or executed by the officials specified in the SC.

1.10 Taxes and Duties

As detailed in the SC (and if applicable Appendix G, Part II), The Consultant, Sub-Consultants and Personnel shall pay no taxes, duties, fees or other impositions levied under the laws and regulations in effect in the Client’s Country.

1.11 Anticorruption

Policy

1.11.1 Definitions

The ADB's Anticorruption Policy requires that the Government, the Client, the Consultant, Sub-Consultants or Personnel observe the highest standard of ethics during the selection process and in execution of the Contract. In pursuance of this policy, the ADB:

- (i) defines, for the purpose of this provision, the terms set forth below as follows:
 - (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (b) "fraudulent practice" means 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;
 - (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (d) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

1.11.2 Measures to be Taken

- (ii) will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
- (iii) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Government or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive or coercive practices during the consultant selection process or the execution of that contract, without the borrower or beneficiary having taken timely and appropriate action satisfactory to the ADB to remedy the situation;
- (iv) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in ADB-financed or administered activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a ADB-financed or administered contract; and

1.11.3 Fees, gratuities, rebates, gifts and commissions

The Consultant will disclose any fees, gratuities, rebates, gifts, commissions or other payments that may have been paid or are to be paid to agents and/or representatives, with respect to the selection process or execution of the contract. The information disclosed must include the name and address of the agent and/or representative, the amount and currency, and the purpose of the fee, gratuity, rebate, gift, commission or other payment.

- 1.12 Eligibility** The Consultant represents and warrants that it is a citizen or legal entity of, or legally established in, a member country of the ADB and that the Services will be wholly and substantially supplied from that country or from other member countries of the ADB. The Consultant further confirms that any professionals, experts, and entities to which the Consultant subcontracts work relating to the Services (i.e. Sub-Consultants) pursuant to Clause GC 3.7 hereof or otherwise shall be citizens or legal entity of, or legally established in, a member country of the ADB.
- 1.13 Sanctions** The Consultant represents and warrants that it, and any Sub-Consultants, as well as any of the Personnel of the Consultant or Sub-Consultant, are not sanctioned by the ADB.
- 1.14 High Standard of Conduct** The Client and the ADB require that the Consultant and its Personnel maintain a high standard of conduct when carrying out their functions under this Contract. Accordingly, the Consultant and its Personnel are expected to recognize the contribution of others, regardless of their nationality, gender, religion, seniority or contractual status. The Consultant and its Personnel shall also comply with ADB's policy on sexual harassment. The Client will take prompt action to address incidents involving conduct that does not live up to these standards, which may result in replacement of any individual expert, consultant, or contractual staff involved in such incidents pursuant to Clause GC 4.2(b).

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 Consultant instructing the Consultant 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 specified in the SC, the Consultant or the Client may, by not less than twenty-one (21) 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 with respect hereto.
- 2.3 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract** Subject to sub-Clause GC 2.7.3(c) and unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations**
- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
 - (b) In cases of substantial modifications or variations, the prior written consent of the ADB is required. A substantial modification or

variation for purposes hereof means any proposed variation or modification that (i) proposes changes in, or replacement of, experts or changes in expert remuneration; and/or (ii) will result in a cost impact under the Contract (by way of reallocation or otherwise) estimated at not less than US\$ 15,000; and/or (iii) will result in a material change in the objectives or scope (including termination) of the Technical Assistance or in the Terms of Reference of the Consultant or any of the personnel.

- (c) The Client and, if requested by ADB, the Consultant will promptly provide ADB with a copy of every approved variation (including substantial variations as defined under (b)) prior to implementation thereof.

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, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in 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 action (except where such strikes, lockouts or other industrial action 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 both to take into account at the time of the conclusion of this Contract, and 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 fulfil any of its obligations hereunder shall not be considered to be a breach of this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) 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.

- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

The Client may, by written notice to the Consultant, suspend in whole or part, the Services if any of the following events shall have happened and be continuing:

- (a) The Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services.
- (b) The ADB has suspended disbursements under the Technical Assistance and/or suspended application of the TA Letter or the TA Framework Agreement.
- (c) ADB in its sole discretion requests the Client to suspend the services.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1. In such an occurrence the Client shall (except in the case of paragraph (i) below) give not less than thirty (30) days' written notice of termination to the Consultant.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant is a Joint Venture, if any of its Partners becomes) insolvent or bankrupt or enters 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.

- (e) If the Consultant is held by the Client and/or the ADB to have a conflict of interest in performance of the Contract, or any portion thereof.
- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (h) If the TA Letter Agreement (or the TA Framework Agreement to which it relates) has been terminated.
- (i) If the Consultant, in the judgment of the Client and/or the ADB is in breach of the ADB's Anticorruption Policy i.e. has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing this Contract in such a case the Contract shall be terminated on the date Consultant is notified of such breach.
- (j) If ADB, in its sole discretion, requests the Client to terminate the Contract.

2.9.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) 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 Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, 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 Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (f) and (i) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents; and
- (c) in the event that the Consultant is found to be in breach of the ADB's Anticorruption Policy there shall be no payment or reimbursement in respect of any fraudulent, corrupt, collusive or coercive practices performed by the Consultant.

2.9.6 Disputes about Events of Termination If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 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 for dispute settlement in accordance with the procedures stated in Clause GC 8 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 CONSULTANT

3.1 General

3.1.1 Standard of Performance The Consultant shall perform the Services and carry out their obligations hereunder in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser 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.

3.1.2 Law Governing Services Subject to ADB's Anticorruption Policy, the Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

3.2 Conflict of Interest The ADB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of

official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice under the ADB's Anticorruption Policy. In pursuance of the Anticorruption Policy's requirement that borrowers (including beneficiaries of ADB-financed or administered activity) as well as consultants under ADB-financed or administered contracts, observe the highest standard of ethics, the ADB will take appropriate actions to manage such conflicts of interest if it determines that a conflict of interest has flawed the integrity of the consultant selection, consultant engagement or performance of Services under the Contract.

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| <p>3.2.1 Consultant Not to Benefit from Discounts</p> | <p>(a) The payment to the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the ADB's <i>Procurement Guidelines</i>, as amended from time to time and shall at all times exercise such responsibility in the best interest of the Client. Any discounts obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Client and shall be credited to the account of the Client.</p> |
| <p>3.2.2 Consultant, and Sub-Consultants Not to Engage in Certain Activities</p> | <p>The Consultant agrees that, during the term of this Contract and after its termination, the Consultant as well as any Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from the Services.</p> |
| <p>3.2.3 Prohibition of Conflicting Activities including pursuit of political agenda</p> | <p>The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any, personal, business or professional activities that would represent a conflict with the activities assigned to them under this Contract including but not limited to the pursuit of a political agenda in the Client's Country by way of writing, publication or circulation of propaganda, participation in protests or rallies or involvement in media broadcasts.</p> |
| <p>3.3 Confidentiality</p> | <p>Except with the prior written consent of the Client, neither the Consultant, the Sub-Consultant nor their Personnel shall at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, the Sub-Consultant or their Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p> |
| <p>3.4 Liability of the Consultant</p> | <p>(a) Subject to Clause GC 5.2, the Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.</p> <p>(b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel and for the dependents of any such</p> |

Personnel.

- (c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.
- (d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
- (e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1 provided, however:
 - (i) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SC;
 - (ii) that the ceiling on Consultant's liability shall be limited to the amount indicated in the SC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
 - (iii) that Consultant's liability under Clause GC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- (f) In addition to any liability the Consultant may have under Clause GC 3.1.1, the Consultant shall, at its own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1.
- (g) Notwithstanding the provisions of paragraph (a) of this Clause 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree; or (ii) the improper execution of Consultant's instructions by agents, employees or independent contractors of the Client.

3.5 Insurance to be Taken Out by the Consultant

The Consultant (i) 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 coverages specified in the SC, and (ii) 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 therefore have been paid.

3.6 Accounting, Inspection and Auditing

- (a) The Consultant (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 changes and costs, and the bases thereof, and (ii) shall periodically permit the Client (or its designated representative) and/or the ADB, and up to five years 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 or the ADB, if so required by the Client or the ADB as the case may be.
- (b) The Consultant shall cooperate with and assist the Client, its authorized representatives and/or the ADB making such an audit. Out of pocket expenditures covered by provisional or fixed sums, however, shall not be subject to audit pursuant to this Clause. In the event the audit discloses that the Consultant has overcharged the Client, the Consultant shall immediately reimburse the Client the amount equivalent to the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Client (or, as the case may be, the ADB) determines to constitute corrupt, fraudulent, collusive or coercive practices as defined in the ADB's *Guidelines on the Use of Consultants by Asian Development Bank and its Borrowers*, the Client may terminate the Contract pursuant to GC 2.9.1(i).

3.7 Consultant's Actions Requiring Client's Prior Approval

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

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC.

3.8 Reporting Obligations

- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- (b) The Consultant shall on a monthly basis, submit to the Client, in a format acceptable to the Client, a report stating personnel movements and inputs in the previous month compared to those specified in Appendix C. In the event the forecast of progress as anticipated in Appendix C is substantially changed due to variations pursuant to GC Clause 2.6, the Consultant may request the Client to revise the Payment Schedule specified in Appendices D & E, to

reflect such change.

- 3.9 Documents Prepared by the Consultant to be the Joint Property of the Client and ADB**
- (a) All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the joint property of the Client and ADB, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof (the Consultant shall provide a copy of such detailed inventory to ADB). After obtaining the prior written approval of ADB, the Client may make such documents available to the public.
 - (b) The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.10 Equipment, Vehicles and Materials Furnished by the Client**
- Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with TA funds provided by the Client, shall be the property of the Client unless otherwise agreed by ADB. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client under the TA in an amount equal to their full replacement value.
- 3.11 Equipment and Materials Provided by the Consultants**
- Equipment or materials brought into the Client's Country by the Consultant and the Personnel and used either for the Technical Assistance or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.
- 3.12 Specifications and Designs**
- (a) The Consultant shall prepare all specifications and designs that may be required under the Contract using the metric system and so as to embody the latest design criteria and the Consultant shall specify standards that are accepted and well known among industrial nations.
 - (b) The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services provided under the Services are prepared on an impartial basis so as to promote international competitive bidding.

4. CONSULTANT'S PERSONNEL

- 4.1 General**
- The Services shall be carried out by the Personnel specified in Appendix C for the respective periods of time indicated therein.
- 4.2 Replacement of Personnel**
- (a) Subject to the terms of Section 2.6(b), in the event that any of the Personnel is found by the Client to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, with prior written ADB endorsement, the Client may request the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Client and the Consultant shall provide such replacement.

- (b) Should it become necessary for the Consultant to replace any of the Personnel specified by name in Appendix C, the Consultant shall forthwith provide a replacement acceptable to the Client with comparable or better qualifications. In the event that the Personnel replaced are, at the time of replacement, in the field, the Consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration and reimbursable expenses allowable for such replacement shall be the same as agreed between the Client and the Consultant for the Personnel being replaced except in the case of QBS, CQS and SSS methods in which event the remuneration rate(s) and estimated out-of-pocket expenses will be as negotiated between the Client and the Consultant. For any additional Personnel proposed by the Consultant and approved by the Client, the relevant remuneration rate(s) and estimated out-of-pocket expenses will be as negotiated between the Client and the Consultant.

4.3 Working Hours, Overtime, Leave

- (a) Working hours and holidays for Personnel are set forth in Appendix C hereto. To account for travel time, International Personnel carrying out Services inside the Client's Country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's Country as is specified in Appendix C hereto.
- (b) The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.4 Adjustments to Appendix C – Personnel Schedule

Subject to the prior approval of the Client in accordance with Clause GC 3.7 (a), the Consultant may make adjustment in the periods of time indicated in Appendix C, as may be appropriate to ensure the efficient performance of the Services and provided that such adjustments will not cause payments made under the Contract to exceed the maximum amount payable as specified in Clause GC 6.1.

4.5 Resident Technical Assistance Manager

When Services are carried out in the Client's country, the Consultant shall, at all times, ensure that there is a Technical Assistance Manager acceptable to the Client to supervise and coordinate the operations of the Personnel in the field and to be responsible for liaison between the Consultant and the Client.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, foreign exchange permits, travel documents and any other documents required for their stay in the Client's Country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects (including any automobiles if required) and households' goods of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the laws of the Client's Country.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the laws of the Client's Country, of bringing into the Client's Country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide the Consultant, the Sub-Consultants and the Personnel immunity from legal process with respect to all acts performed by them in their capacity as consultants in connection with the Technical Assistance except where ADB shall otherwise agree.
- (h) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC and/or Appendix G, Part II Applicable Privileges, Immunities and Exemptions.

5.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Client's Country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

5.3 Change in the Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the laws and regulations of the Client's Country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, if the Consultant is not entitled to tax exemption, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Equipment of the Client

- (a) In addition to the assistance to be provided to the Consultant under Clause GC 5.1, the Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and equipment described in Appendix G, Part I at the times and in the manner as specified.
- (b) In case that such services, facilities and equipment shall not be made available to the Consultant as and when specified in Appendix G, Part I, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and equipment from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

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

5.6 Counterpart Personnel

- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix G, Part I.
- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix G, Part I, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC. Whenever it shall be necessary to evaluate one currency in terms of another for the purpose of checking that the ceilings in foreign currency specified in the SC has not been exceeded, the conversion shall be made on the basis of exchange rates as reasonably determined by the Client at the time of each disbursement having regard to the currencies utilized, and the date and place of the expenditure or transaction.

- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Expenses

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6.3 Currency of Payment

Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in the currency of the Client's Country.

6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in local currency as specified in the

SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment security acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such security (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix H hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

6.5 Payments to Government Agencies

If required to make any payments to any governmental agency in connection with implementation of the Services the Consultant shall make such payments only by means of check, or through official bank remittance addressed to the account of the relevant agency. Where payments to such agency account cannot be made, payments to any employee of such agency, (whether for a permanent, part-time or contractual staff), shall only be made with prior written endorsement of the ADB and the Client and only by check or through official bank remittance addressed to the relevant account of the employee. In the event that a non-cash payment cannot be effected in a timely manner, cash payment up to \$300, or such amount as may be allowed under the relevant laws applicable to the government agency or employee as the case may be, whichever is less, may be made by the Consultant to the government agency or employee against receipt for such payment, provided that such payment is reported to the ADB and the Client within 3 working days after such payment is made and a written explanation of the circumstances that necessitated such payment is submitted by the Consultant to the ADB and the Client.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 General

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

8.2 Dispute Resolution

The rationale of the amicable dispute settlement procedure is to settle the dispute at the lowest possible responsibility level, bringing the individuals concerned face to face. The settlement procedure consists of the two following steps:

- (a) Level One: the dispute is notified by one Party to the other according to GC Clause 1.6.1, and the Client shall submit a copy of such notice to ADB. The dispute is examined by the Authorized Representatives of the Client and the Consultant. In case the dispute is not settled within the period after its notification as specified in the SC, the

Authorized Representatives shall fill in and sign the relevant section of the Dispute Notification Form attached as Appendix I, and deliver such Form to the Client's and the Consultant's officials specified in the SC, responsible for the Level Two of the settlement procedure, with a copy thereof delivered to ADB.

- (b) Level Two: the dispute is examined by the Client's and the Consultant's officials specified in the SC. In case the dispute is not settled within the period after the delivery of the Dispute Notification Form to Level Two as specified in the SC, the Client's and the Consultant's officials responsible for Level Two shall fill in and sign the relevant section of the Dispute Notification Form, and Clause GC 8.3 shall apply.

8.3 Dispute Settlement

Any dispute or difference arising out of this Contract or in connection therewith which cannot be amicably settled according to Clause GC 8.2 shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in the location specified in the SC. The arbitration shall be the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	Definitions Applicable law means the laws of Islamic Republic of Pakistan.
1.1(c)	Definitions The Client's Country is Islamic Republic of Pakistan.
1.6	Notices The addresses are: Client : Director General Peshawar Development Authority (PDA) Phase-5, Hayatabad, Peshawar, Khyber Pakhtunkhwa. Tele : +92-91-9217035-36 Facsimile : +92-91-9217030 Email : info.pda@kp.gov.pk Consultant : _____ _____ _____
1.8	Authority of Lead Partner The lead Partner on behalf of JV =
1.9	Authorized Representatives The Authorized Representatives are: For the Client: Director Coordination, BRT Peshawar Development Authority (PDA) Peshawar, Khyber Pakhtunkhwa For the Consultant: _____ _____ _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.10	<p>Taxes and Duties</p> <p>All taxes and duties prevalent on the date of signing of this Contract are included in the Consultant remuneration. Any taxes and duties levied after the date of signing of this Contract shall be paid to the Consultant by the Client as per actual.</p>
2.1	<p>Effectiveness of Contract</p> <p>The effectiveness conditions are the following:</p> <p>The date on which this Contract shall come into force and effect, is the date when the Contract is signed by both the Parties.</p>
2.2	<p>Termination of Contract for Failure to Become Effective</p> <p>The time period shall be twenty-eight (28) days.</p>
2.3	<p>Commencement of Services</p> <p>The Consultant shall commence the Services within seven (07) days after the date of signing of Contract Agreement or from the date of issuance of letter of commencement of services whichever is earlier.</p>
2.4	<p>Expiration of Contract</p> <p>The Period for Completion of Services shall be six (06) months from the commencement date of Services or any other time period defined by the Client. Services during Defects Liability Period and extended period, if any, shall be decided at later stage and remunerations during that period shall be negotiated at mutually agreed terms and conditions.</p> <p>“Completion of Services” means completion of Services as per Appendix-A interalia submission of final deliverable to the Client as per Appendix-B and receiving of final payment by the Consultant as per Sub-Clause 6.3.</p>
2.6	<p>Modifications or Variations</p> <p>Following para (d) is added at the end of Sub-Clause 2.6;</p> <p>(d) The Client reserves the right to increase or decrease the scope of work as mentioned in the TORs. As a result of any change in scope of works, the corresponding cost of consultancy services involving remuneration of the Key/ Non-Key Experts, Reimbursable expensed and associated Provisional sum amount shall be adjusted from the Contract cost at any time during the currency of the Contract.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.4 (e) (i)	<p>Liability of the Consultant</p> <p>The number of months shall be six (06) months from the date of completion of Services.</p>
3.4 (e) (ii)	<p>Liability of the Consultant</p> <p>The ceiling on Consultant's liability shall be limited to 1.5 times the total value of the Contract.</p>
3.5	<p>Insurance to be Taken Out by the Consultant</p> <p>Delete the Sub-Clause in its entirety.</p>
3.7 (c)	<p>Consultant's Actions Requiring Client's Prior Approval</p> <p>(c) The Consultant shall obtain the Client's prior approval, before commitments on any action they propose to take under the following:</p> <ul style="list-style-type: none"> i. Issuing Variations Orders in respect of: <ul style="list-style-type: none"> - Additional items of Works as determined by the Engineer to be necessary for the execution of Works. - Any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works. - Any item of Works covered under Provisional Sums ii. Claim from the Contractor for extra payment with full supporting details and Consultant's recommendations, if any, for settlement. iii. Details of any nominated sub-contractors. iv. Any action under terms of Performance Guarantee or Insurance Policy. v. Any action by the Consultant affecting the costs under the following clauses of Conditions of Contract/s. <ul style="list-style-type: none"> - Adverse Physical Conditions and Artificial Obstructions - Suspension of Works - Bonus and Liquidated Damages - Certificate of Completion of Works - Defects Liability Certificate - Forfeiture - Special Risks - Frustration

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> vi. Final Measurement Statement vii. Release of Retention Money viii. Approving Extension of Time ix. Contractor's Claims x. Approval of Sub-Contractors
4.5	<p>Resident Technical Assistant Manager</p> <p>Delete the Sub-Clause in its entirety.</p>
6.1(b)	<p>Cost Estimates; Ceiling Amount</p> <p>The ceiling in foreign currency or currencies is: Nil</p> <p>The ceiling in local currency is: _____</p>
6.2(a)	<p>Remuneration and Reimbursable Expenses</p> <p>Payments for remuneration made in accordance with Clause GC 6.2(a) in local currency shall be adjusted as follows:</p> <p style="padding-left: 40px;">(6) Remuneration paid in local currency pursuant to the rates set forth in Appendix E shall be adjusted after expiry of the Contract by applying the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}}$ <p>where R_l is the adjusted billing rate, R_{lo} is the billing rate payable on the basis of the agreed billing rate in local currency as as per Appendix E to Contract, I_l is the Combined Consumer Price Index (CPI) "General" as published by the Pakistan Bureau of Statistics, Government of Pakistan for the month for which the adjustment is to have effect, and, I_{lo} is the Consumer Price Index "General" as published by the Pakistan Bureau of Statistics, Government of Pakistan for the month of signing of Contract Agreement.</p>
6.2(b)	<p>Remuneration and Reimbursable Expenses</p> <p>The rates are set forth in Appendix E.</p>
6.2(c)	<p>Remuneration and Reimbursable Expenses</p> <p>The Reimbursable expenses to be paid in foreign currency are set forth in Appendix D, and the Reimbursable expenses to be paid in local currency are set forth in Appendix E.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.2(f)	<p>Delete and replace with the following:</p> <p>Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent and directly attributable to the Services (one hour being equivalent to 1/170th of a month).</p>
6.3	<p>Currency of Payment</p> <p>The currency of payment shall be the following:</p> <p>(i) Foreign Currency = Not Applicable (ii) Local Currency = Pakistani Rupees (PKR)</p>
6.4(a)	<p>Mode of Billing and Payment</p> <p>The following provisions shall apply to the advance payment and the advance payment security:</p> <p>(1) An advance payment of 15% of the Contract Price in local currency shall be made within fourteen (14) days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first six (06) months of the Services commencing in the second (2nd) month until the advance payment has been fully set off. Equivalent Bank Guarantee will be released by the Client upon request from the Consultant.</p> <p>(2) The advance payment security in the form of Bank Guarantee shall be in the equivalent amount and in the currency of the advance payment.</p>
6.4(b)	<p>Mode of Billing and Payment</p> <p>The Consultant shall submit to the Client itemized statements at time intervals of one (01) calendar month.</p>
6.4(c)	<p>Mode of Billing and Payment</p> <p>The Client shall pay the Consultant's statements within fourteen (14) days after its submission by the Consultant.</p> <p>The interest rate is: KIBOR+2%</p>
6.4(e)	<p>Mode of Billing and Payment</p> <p>The accounts are:</p> <p>For foreign currency: Nil</p> <p>For local currency:</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Through cheque or credited directly into the Bank with details hereunder:</p> <p>_____</p> <p>_____</p> <p>_____</p>
8.2(a)	<p>Dispute Resolution</p> <p>Level One:</p> <p>The period for settling the dispute is twenty-eight (28) days.</p> <p>The Client's and Consultant's officials responsible for Level One are:</p> <p>_____</p>
8.2(b)	<p>Dispute Resolution</p> <p>Level Two:</p> <p>The period for settling the dispute is forty-two (42) days.</p> <p>The Client's and Consultant's official responsible for Level Two are:</p> <p>_____</p>
8.3	<p>Dispute Settlement</p> <p>The location is: Peshawar, Khyber Pakhtunkhwa</p>