

**GOVERNMENT OF KHYBER PAKHTUNKHWA**  
**PESHAWAR DEVELOPMENT AUTHORITY (PDA)**  
**REQUEST FOR PROPOSAL (RFP)**

Request for Proposal (RFP) for the works below are hereby invited under KPPRA 27, from enlisted consultancy firms with sufficient experience in the relevant field. The RFP documents can be collected from the office of the undersigned or downloaded from the PDA website at [www.pda.kp.gov.pk](http://www.pda.kp.gov.pk).


S#	Name of Work	Estimated Cost Rs.
1	Appointment of Consultants for Feasibility Study, Detailed Planning & Design for Beautification works in Peshawar	18.79 million

The eligible Engineering consultancy firms are required to study and understand the RFP and submit their proposal for the work in separate sealed envelopes: one envelope containing "**Technical Proposals**" along with filled RFP documents of the firm, clearly marked as "Technical Proposal" accompanied with respective bidding documents fee of Rs. 5000/- (if downloaded from the website), while the second envelope containing Financial proposals/bid price, clearly marked as "**Financial Proposal**". Both Technical and Financial proposals/Bids will be placed in a single sealed envelope and addressed & sent to the undersigned through **Registered Courier Service or Pakistan Post**. Proposals must reach the office of the undersigned on or before **16-04-2025 at 11:00 Hours (AM)**. The bid will be opened at **11:30 AM on same day (16-04-2025)** in the office of Chairman, Procurement Committee/wing, PDA in the presence of interested/participating bidders.

The proposals received late will not be entertained. The "Technical Proposals" submitted by consultancy firms will be evaluated based on the established evaluation criteria outlined in the RFP, which specifies the required documents for submission.

**Information/Data/Documents**

1. The firm must have a valid/active registration with Pakistan Engineering Council (PEC), PCATP & Khyber Pakhtunkhwa Revenue Authority (KPRA) Registration Certificate (Registration for sales tax purposes).
2. National Tax Number/Certificate (Registration for Income Tax Purposes) must be provided for the individual firm.
3. Detail of projects of similar nature related to the above mentioned work undertaken by the firm in the last 10-years (in hand / completed) supported by documentary evidence such as work orders / completion reports in original or attested copies.
4. Financial status, Bank Balance & Certificate from the schedule bank for the last 3-years.
5. The Income Tax Certificate / NTN from the concerned Department showing Tax Payments regarding works / projects executed during last 3-years.
6. Details of Technical Staff for the proposed project, duly supported by attested credentials.
7. An undertaking to the effect that the firm is not black listed by any government/semi government organization presently.
8. Any other documents or information necessary for the project.
9. Incomplete applications will not be entertained.
10. Other terms & conditions as well as evaluation criteria and T.O.Rs can be seen in the RFP documents.

  
**DY. DIRECTOR (PROJECTS)**  
**DIRECTORATE OF PROJECTS**  
PDA's House Commercial Complex  
Block-I, 2<sup>ND</sup> Floor, Phase-V  
Hayatabad, Peshawar  
Phone No. 091-9217026-29 Ext: (195)



## **PESHAWAR DEVELOPMENT AUTHORITY**

**Request for Proposal (RFP)**

**FOR**

**NAME OF WORK: APPOINTMENT OF CONSULTANTS FOR  
FEASIBILITY STUDY, DETAILED PLANNING &  
DESIGN FOR BEAUTIFICATION WORKS IN  
PESHAWAR.**

**DIRECTORATE OF PROJECTS  
PESHAWAR DEVELOPMENT AUTHORITY**

APPOINTMENT OF CONSULTANTS FOR FEASIBILITY STUDY, DETAILED PLANNING  
& DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR

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**APPOINTMENT OF CONSULTANTS FOR FEASIBILITY STUDY, DETAILED PLANNING  
& DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR**

**Section 1. Letter of Invitation**

**APPOINTMENT OF CONSULTANTS FOR FEASIBILITY STUDY, DETAILED PLANNING  
& DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR**

**Letter of Invitation**

Dear Sir/Madam:

The Peshawar Development Authority (PDA) intends to carry out "Feasibility Study, Detailed Planning & Design for Beautification works in Peshawar", Well Reputed National/International Firms/JVs/Consortiums registered with FBR, KPRA and PEC are invited to submit their proposals. The proposal shall be based on single stage two envelope procedures (Financial and technical bids in Separate envelopes).

A firm will be selected under Quality and Cost Based Selection-QCBS system and procedures described in RFP, in accordance with the KPPRA 2014. The selected Firm will be subject to all admissible taxes as per rules.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3- Technical Proposal & Standard Forms
- Section 4 – Financial Proposals & Standard Forms
- Section 5 – Selection Criteria & Terms of Reference-TOR,
- Section 6 – General Conditions of the Contract
- Section 7 – Special Conditions of the contract

A complete set of bid solicitation document may be collected by interested firms during office hours from the office of "Deputy Director (Projects), Directorate of Projects, PDA's House Commercial Complex Block-I, 2<sup>ND</sup> Floor, Phase-V Hayatabad, Peshawar, Phone No. 091-9217026-29 Ext: (195). Proposals must be delivered through registered courier/postal service to the office of "Deputy Director Projects at the above mentioned address" not later than 11:00 AM of ----- . Technical Bids will be opened on the same day at 11:45 AM in the office of Chairman Procurement Committee/wing, PDA in the presence of interested bidders. A pre-bid meeting will be held in PDA Conference Room on ----- at 11:30 AM. For any queries kindly contact on Phone # Phone No. 091-9217026-29 Ext: (195).

**Deputy Director (Projects)**  
**Directorate of Projects,**  
PDA's House Commercial Complex Block-I  
2<sup>ND</sup> Floor, Phase-V Hayatabad, Peshawar  
Phone No. 091-9217026-29 Ext: (195).

*Note:*

- *The Authority may reject any or all bids/proposals at any time prior to the acceptance of the bids/proposal.*
- *Proposal must be sent through registered courier. By hand submission of the proposal is not accepted.*
- *Conditional, Incomplete or non-compliant proposal will be declared Non-responsive*

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**Section 2. Instructions to Consultants**

**APPOINTMENT OF CONSULTANTS FOR FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR**

**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 Firm That will provide Services to PE for "Feasibility Study, Detailed Planning and Design of the Project"
- 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.



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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:

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

(iii). 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 (i) the preparation of the Terms of Reference of the Assignment, (ii) the selection process for such assignment, or (iii) supervisions 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(s), 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 :



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

Under Rule 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**

Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A)

**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.

**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.

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### 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.

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

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

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

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

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, 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



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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 no 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.



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**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 then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

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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.

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**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

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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





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**DATA SHEET**

1	<p><b><u>Name of the Assignment:</u></b> Major Head: Feasibility Study, Detailed Planning &amp; Design for Beautification works in Peshawar.</p> <p><b><u>Designation of the PE official:</u></b> Deputy Director (Projects), Directorate of Projects, PDA</p> <p><b><u>Address.</u></b> PDA's House Commercial Complex Block-I 2<sup>nd</sup> Floor, Phase-V, Hayatabad, Peshawar Phone No. 091-9217026-29 Ext: (195)</p>
	<p><b><u>The method of selection is:</u></b> (23-b) Quality and Cost Based Selection- QCBS</p> <p><b><u>The Edition of the Guidelines is:</u></b> KPPRA rules and regulations 2014</p>
3	<p><b><u>Financial Proposal to be submitted together with Technical Proposal:</u></b> Yes</p> <p>All interested eligible bidders are requested to submit one original and one copy of Technical and Financial proposal marked as "<b><u>Proposal for Appointment of Consultants for (1) Feasibility Study, Detailed Planning &amp; Design for Beautification works in Peshawar</u></b>" with separate sealed envelopes of <b><u>Technical</u></b> and <b><u>Financial</u></b> 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 "<b><u>Technical Proposal</u></b>" and the financial proposals in the one marked "<b><u>Financial Proposal</u></b>". 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, "<b><u>DO NOT OPEN, EXCEPT IN PRESENCE OF THE PROCUREMENT/ EVALUATION COMMITTEE.</u></b>"</p>
4	<p><b><u>The Proposal submission address is:</u></b> Office of the Deputy Director (Projects), Directorate of Projects, PDA's House Commercial Complex, Block-I 2<sup>nd</sup> Floor, Phase-V, Hayatabad, Peshawar. Phone No. 091-9217026-29 Ext: (195).</p> <p><b><u>Proposals must be submitted no later than the following date and time:</u></b></p> <p><b><u>Submission Deadline:</u></b> Not Later Than 11:00 AM of <sup>16-04-2025</sup> ----- in the office of Deputy Director (Projects) at above address. The bid will be opened at 11:30 AM same day in the office of Chairman Procurement Committee/wing, PDA in the presence of interested/participating bidders.</p> <p><i>*NOTE* No bid in any case shall be accepted after the deadline</i></p>

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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	<b>(6.1) Shortlisted Consultants may associate with other shortlisted Consultants:</b> N/A
8	<b>Consultants to state local cost in the national currency (in case of ICB):</b> 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 eight (8) days</u> before the submission date.  <b>The address for requesting clarifications is:</b> Deputy Director (Projects), Directorate of Projects, PDA.
11	(11.2) The professional staffs are to be provided by the Consultants. <i>Note: Proposals are to be evaluated keenly as per attached evaluation criteria specified in section-5, however payment to be made as per deliverables of TOR's, also to be specified in financial form-3.</i>
12	(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 national and regional languages of Islamic Republic of Pakistan.
13	(13.1) The Technical proposal will be evaluated as per technical evaluation criteria specified in section-5. Minimum Prequalifying Technical Score is <del>80</del> 90% <i>Note: As per attached Technical &amp; financial standard forms at section-3 and section-4, evaluation will be done for the professional staff provided by the consultant, however payment will be done to the consultant as per deliverables of the TOR's, also to be Specified in the financial form-3.</i>
15	<b>Amounts Payable to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable :</b> (15.1)Yes Note: The quoted price should be inclusive of all direct and indirect cost with all applicable taxes i.e. FBR & KPRA etc.
16	<b>(16.3) submission receipt &amp; opening of proposals:</b> mentioned above at S # 3 & 4.
20	(20.1) Expected date and address for contract negotiations: 15 days after the opening of proposals at PDA House, Phase-5, Hayatabad, Peshawar
19	<b>(24.2) Submission of Performance Security:</b> 5% of Letter of Acceptance/Award Amount

APPOINTMENT OF CONSULTANTS FOR  
DESIGN FOR BEAUTIFIC

STUDY, DETAILED PLANNING &  
S IN PESHAWAR

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

APPOINTMENT OF CONSULTANTS FOR FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR

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 Sir:

We, the undersigned, offer to provide the consulting services for the work **“FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR”** 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 TOR's). 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:

\_\_\_\_\_



**APPOINTMENT OF CONSULTANTS FOR FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR**

**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.]*

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

**Firm's Name & Stamp:**

**APPOINTMENT OF CONSULTANTS FOR FEASIBILITY STUDY, DETAILED PLANNING &  
DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR**

**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.



APPOINTMENT OF CONSULTANTS FOR FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR

**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 (in 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.*



APPOINTMENT OF CONSULTANTS FOR FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR BEAUTIFICATION WORKS IN  
PESHAWAR

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]*:  
\_\_\_\_\_  
\_\_\_\_\_

*LPB*

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

From *[Year]*: \_\_\_\_\_ To *[Year]*: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p>11. 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: PE:</p> <p>Main project features: Positions held:</p> <p>Activities Performed:</p>
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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												Total staff-month input			
		Staff input (in the form of a bar chart)												Home	Field*	Total	
		1	2	3	4	5	6	7	8	9	10	11	12	N			
<b>Foreign</b>																	
1																	
2																	
3																	
n																	
															Subtotal		
<b>Local</b>																	
1																	
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	Months												
		i	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as 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 the work **FOR FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR** 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.*

*[Handwritten signature]*

**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)
<b>Sub Total Key Personnel Cost (A)</b>						





**FORM FIN-5. BREAKDOWN OF OTHER/ REIMBURSABLE EXPENSES**

S/ No	Description	Unit	Unit Cost (Rs.)	Quantity	Amount (Rs.)
<b>Sub Total - Other Costs (B)</b>					

*[Handwritten signature]*

## FORM FIN-6. SUMMARY OF COST

CONSULTANCY SERVICES FOR THE ASSIGNMENT		
NAME OF WORK:FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR		
S.No	Description	Amount (PKR)
1	Salary Cost/Remuneration (Subtotal A "FIN-4")	
2	Other Costs (Non-Salary) (Subtotal C "FIN-5")	
Total Cost(C)		



SECTION- 5

**TECHNICAL AND FINANCIAL EVALUATION CRITERIA**  
**& TERMS OF REFERENCE (TORs)**

**FOR**

**“APPOINTMENT OF CONSULTANTS FOR FEASIBILITY  
STUDY, DETAILED PLANNING & DESIGN FOR  
BEAUTIFICATION WORKS IN PESHAWAR”**

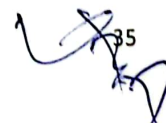
*[Handwritten signature]*

# DETAILED SELECTION CRITERIA

## INTRODUCTION

1. Peshawar, the capital city of Khyber Pakhtunkhwa, is an urban center that has long been a confluence of diverse cultures, traditions, and modern developments. The Beautification of Peshawar project aims to transform the city's landscape by improving its aesthetic appeal, functionality, and sustainability through a comprehensive urban design plan. PDA through this RFP intends to engage qualified consultant to carry out "FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR". 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".
2. 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-Bid Meeting, 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 to carry out the services, and make available relevant project data and reports.
3. 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.
4. The PE may visit the consultants' premises and selected projects for evaluation purposes.
5. Proposals must be delivered in sealed envelopes to and on the address as stated in Bid Data Sheet.

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## PREPARATION OF PROPOSAL

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 weight-age criteria will be followed.

Total =100 %

- |              |   |      |
|--------------|---|------|
| a. Technical | : | 80 % |
| b. 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) In case, the key professional staff is government servant, then NOC from the relevant government department shall be required at the time of contract (if successful) or the consultant will provide the equivalent experience personnel for the assignment subject to approval of client.
  - c) Proposed staff should have experience preferably under conditions like those prevailing in the Assignment.
  - d) No alternative to key professional staff may be proposed, and only one Curriculum Vitae (CV) may be submitted for each position. The consultant is also required to submit an undertaking stating that proposed key staff shall be available with the firm till completion of the services.
  - e) 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.
  - f) Fraudulent practice (if any) determined/noticed by the evaluation committee will result in rejection of bid.
  - g) 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/TOR's.
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, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. Your financial proposal should be prepared using the formats attached in Section 4. Your financial proposal shall clearly state the amount for each phase if applicable.
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 Eighty (80) 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 80%, 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 Consultants and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the PE shall promptly inform the other Consultants that their proposals have not been selected.





## **TECHNICAL BID EVALUATION CRITERIA**

**FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR  
BEAUTIFICATION WORKS IN PESHAWAR**

**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. The weightage/Marks for different categories will be followed as per table given below:

Category	Maximum Marks
Experience	50
Personnel	30
Other Factors	20
Total	100

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

**EXPERIENCE OF THE FIRM (TOTAL: 50 MARKS)**


Experience is sub-divided into two categories:

1. Specific Experience - (70% i.e. 35 Marks)
2. General Experience - (30% i.e. 15 Marks)

**SPECIFIC EXPERIENCE: (35 MARKS):**

For evaluation, Specific Experience means project of similar nature and complexity i.e. Feasibility study, detailed planning & design for beautification works" like Horticulture / land scapping / design & development of Parks etc having minimum cost of Rs. 30 Million or consultancy cost of Rs.15 Million or above, completed in the last 10 years will be considered. Only projects where the firm has directly provided services to a Govt. Organization/Entity shall be considered and therefore BOT, BOOT and PPPP projects where the firm has rendered services to a construction firms/private entity shall not be marked.

Marks for 'Specific Experience' of the firm will be counted for two Nos projects. Each

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project has to qualify the criteria as stated above.

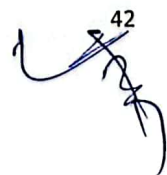
S. No	Number of Projects	Max. Marks
i)	Marks for two projects	100%
ii)	Marks for one project	50 %

1. Projects under taken in last 10 years with date of completion not before January, 2015 will be evaluated only.
2. Completion certificates/letter from client endorsing the completion of the project or any equivalent document shall be provided/ attached. 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. Any extension in time of the project will not be considered as separate project.
4. If the applicant firm has only carried out feasibility/planning/designing, %age wise marks will be awarded (i.e. 100% for all components, Feasibility only=33.33%, Planning only=33.33% only, Designing only=33.33%)

**GENERAL EXPERIENCE: (15 MARKS):**

'General Experience' means project with other nature of assignments (like Planning and Design of Roads, Design of Electrification, Design of Buildings Complexes, Others (e.g. Design of Bridges, Flyovers, Solid waste management system etc.) having minimum cost of Rs. 30 Million or consultancy cost of Rs.15 Million or above.

S.No.	Number of Projects	Maximum Marks
i.	Marks for three projects	100%
ii.	Marks for two projects	66.66 %
iii.	Marks for one project	33.33 %

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

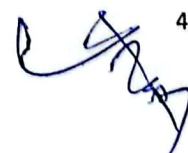
1. Projects under taken in last 10 years with date of completion not before January 2015 will be evaluated only.
2. Completion certificates/letter from client endorsing the completion or any equivalent document shall be provided/ attached. 50% marks will be awarded to a project if only work order/letter 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. Any extension in project will be considered as same project and the separate one i.e. A project under same contract will be marked as single project.

### PERSONNEL CAPABILITIES: (TOTAL: 30 MARKS)

Award of marks is subject to the provision of details/explanation of the nominated personnel through detailed CV's duly signed by proposed candidates/ Firm's representatives, photocopy of highest qualification degree, photocopy of PEC card/number or equivalent for Engineers only (mandatory) and photocopy of PCATP/number for Town Planners only (mandatory). Unavailability of the required details/explanations will result in the deduction of 5% marks per detail from the total gained marks of the respective entity.

The following personnel will be evaluated:

S.No.	Position	Minimum Academic Qualification	Qty. (No)	Max. Marks
<b>i . Key staff</b>				
1	Senior Urban Planner/Designer	M.Arch/M.Sc Urban Planning	1	3
2	Planner	M.Sc Urban Planning	1	2
3	Senior Architect	M.Arch	1	2
4	Topographic Expert	M.Sc Civil	1	1
5	Environmental Expert	MS Environmental Engineering / Environmental Sciences	1	2
6	Structural Design Expert	M.Sc Structural Engineering	1	1
7	Social Expert	MS Sociology	1	1



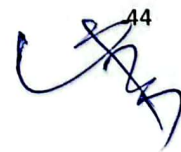
8	GIS Expert	M.Sc. / B.Sc. GIS or equivalent Degree	1	0.5
9	Hydrologist	M.Sc Hydraulic/Hydrology	1	1
10	Land Use Expert	M.Sc. /B.Sc. Urban Planning/Architecture	1	1
11	Contract Specialist	B.Sc Civil	1	1
12	Electrical Expert	M.Sc. / B.Sc. (Electrical Engineering)	1	1
<b>ii. Non Key Staff</b>				
1	Jr. Engineers	B.Sc Civil	1	1
2	Jr. Architects	B.Arch	2	2
3	CAD Operators	DAE Civil / B.Tech Civil	2	2
4	Quantity Surveyor	DAE Civil / B.Tech Civil	1	1
5	Chief Surveyor	DAE Civil / B.Tech Civil	1	1
6	Surveyor	DAE Civil / B.Tech Civil,	3	1.5
7	Assistant Surveyor	DAE Civil / B.Tech Civil	3	1.5
8	Survey Helpers	Intermediate	3	1.5
9	Documents Controller	Bachelors	1	1
10	Office Manager	Master	1	1

Note: Technical marking of the Manpower of the consultant will be carried out against the professionals in light of minimum qualification as mentioned above.

**OTHER FACTORS (20 MARKS)**

**GENERAL (10 MARKS)**

S. No	Description	Max. Marks
1	Methodology Proposed for Performing the Assignment	8
2	Work Plan & Manning Schedule	2
<b>Total Marks</b>		<b>10</b>

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## FINANCIAL ASSESSEMENT AND FINANCIAL SOUNDNESS

(10 MARKS)

Sr. No.	Name of Documents/Records/Certificates/Registrations	Max. Marks
1	Last Three Years Audited Financial Statements	6
2	Last Three Income Tax Returns and Tax Payment Challans	4
<b>Total Marks</b>		<b>10</b>

**Note:** Undertaking for Withholding Taxes (Filer and Non-Filer Deductions), All Acts, Ordinances, Rules, Regulations, Notices, Circulars, SRO's 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.

### DOCUMENTS TO BE PROVIDED

1. Undertaking on a stamp paper (Photocopy duly attested) that the firm is not black listed by any government/semi government organization.

### MANDATORY DOCUMENTS

1. In case of Individual firm, the firm must have a valid registration with Pakistan Engineering Council (PEC), PCATP & Khyber Pakhtunkhwa Revenue Authority (KPR) Registration Certificate (Registration for sales tax purposes).
2. National Tax Number/Certificate (Registration for Income Tax Purposes) must be provided for the individual firm.
3. Undertaking on a stamp paper that the firm is not black listed by any government/semi government organization presently. However, the consultant shall provide the original copy of undertaking at the time of agreement.

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

## TERMS OF REFERENCE

## TERMS OF REFERENCE (TORs)

### 1. Name of the Project:

APPOINTMENT OF CONSULTANTS FOR FEASIBILITY STUDY, DETAILED PLANNING & DESIGN FOR BEAUTIFICATION WORKS IN PESHAWAR.

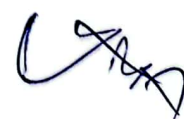
### 2. General Description

Peshawar, the capital city of Khyber Pakhtunkhwa, is an urban center that has long been a confluence of diverse cultures, traditions, and modern developments. However, it faces challenges in terms of urban planning, infrastructure, and public spaces, which affect the quality of life for its residents and its potential as a tourist destination. As the city grows, the demand for enhanced urban spaces becomes critical. The Beautification of Peshawar project aims to transform the city's landscape by improving its aesthetic appeal, functionality, and sustainability through a comprehensive urban design plan. The project will focus on hiring a consultancy firm to plan, design, and supervise beautification works along major roads and urban spaces, ensuring that all developments are integrated into a unified strategy for urban renewal.

### 3. Objectives of the Consultancy Assignment

The objectives of engaging consultants for this beautification initiative are centered around transforming Peshawar's urban landscape into a modern, sustainable, and aesthetically pleasing environment. These objectives are as follows:

- i. **Comprehensive Beautification Plan:** The consultancy firm will be tasked with developing a detailed and comprehensive beautification plan for Peshawar. This will cover the key urban spaces, particularly focusing on major roads, parks, pedestrian zones, and the overall public infrastructure. The plan will ensure that all projects adhere to modern urban design principles, addressing the needs of pedestrians, cyclists, motorists, and the general public. The final plan will aim to blend aesthetic appeal with functionality, making public spaces more accessible and inclusive.
- ii. **Urban Design and Planning:** The consultants will work to design aesthetically appealing urban spaces that prioritize pedestrian zones, cycling tracks, green belts, and modern public squares. Their task will be to integrate architectural features that enhance the city's visual appeal and functionality. The project will include the development of pedestrian-friendly infrastructure, ensuring that people can move freely and safely throughout the city.





- iii. **Feasibility Study and Cost Estimation:** It is essential for the consultancy to conduct a feasibility study, which will involve assessing the practicality of the proposed urban development projects. This includes evaluating costs, timelines, and the potential impact on the environment. The consultants will also prepare a cost estimate for each of the individual projects under the beautification initiative, ensuring that the work is both cost-effective and aligned with budget constraints.
- iv. **Infrastructure Upgradation:** The consultancy will recommend solutions for improving urban infrastructure, focusing on the development of modernized drainage systems, road networks, and utility management systems. This is particularly important given the rapid growth of urban areas, where the existing infrastructure may no longer be sufficient to meet the needs of the population. The aim will be to ensure that all upgrades are sustainable, minimizing the environmental impact while improving the city's functionality.
- v. **Tourism and Cultural Enhancement:** The beautification project will seek to integrate elements that enhance the city's tourism potential. The consultants will be expected to identify key tourist spots, cultural monuments, and heritage sites that can be revitalized to make them more attractive to visitors. The project will also focus on creating culturally significant landmarks and public art that reflects the city's rich cultural history, creating an immersive experience for both locals and tourists.
- vi. **Traffic and Transport Management:** The consultants will focus on optimizing traffic flow and transportation networks, particularly at busy intersections and roundabouts. This will involve redesigning key road junctions to reduce congestion and improve traffic flow. The addition of modern traffic signals, pedestrian crossings, and cycling lanes will contribute to a safer and more organized transport system.
- vii. **Environmental Sustainability:** The consultancy will focus on integrating eco-friendly elements into the urban design, including the use of green walls, rainwater harvesting systems, and sustainable materials. These measures will contribute to reducing the environmental footprint of the city while enhancing the overall quality of urban life.

#### 4. Scope of Services for Consultancy (Beautification Works in Peshawar)

To achieve the project objectives mentioned in Section-4, the consultancy firm will be responsible for the following tasks, which have been divided into specific components based on their area of focus:

- Open Spaces and Parks



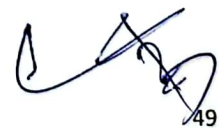
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- Urban Design
- Landscaping, Hardscaping, and Plantation/Vegetation
- Streetscape & Road/Street Furniture
- Beautification of Roads
- Waterfront / Canals
- Outdoor Advertisements
- Traffic and Transportation
- Upgradation & Regeneration
- Tourism Aspect
- Entry & Exit Points
- Landmarks & Monuments
- Decorative Walls
- Underpasses & Overhead Bridges
- Removal of Encroachments
- Chowks & Roundabouts Beautification
- Infrastructure Improvement

**DETAIL TERMS OF REFERENCES (TORS) FOR CONSULTANTS**

The consultancy firm will be responsible for the following tasks, which have been divided into specific components based on their area of focus:

- i. **Open Spaces and Parks:** The revitalization of existing parks with upgraded facilities, including the development of jogging tracks, fountains, seating areas, and thematic gardens. The consultants will also work on integrating modern landscape features such as vertical gardens and floral decorations, enhancing the aesthetic appeal of public parks.
- ii. **Urban Design:** The consultants will design pedestrian-friendly zones, smart walkways, urban plazas, and public spaces with modern architectural elements. This will include the creation of spaces that facilitate social interaction and cultural expression, such as digital kiosks and artistic structures.
- iii. **Landscaping, Hardscaping, and Plantation/Vegetation:** The consultants will be tasked with selecting native plants and trees for sustainable landscaping, as well as installing decorative pavements, stone pathways, and aesthetic boundary walls. Additionally, artificial lakes, waterfalls, and green belts will be incorporated to create vibrant and inviting spaces.

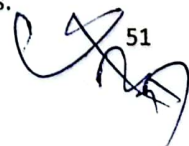


- iv. **Streetscape & Road/Street Furniture:** The project will involve the placement of aesthetically designed benches, decorative lamp posts, bus stops, and waste disposal units. These elements will contribute to the comfort and convenience of the public, enhancing the overall appeal of public spaces.
- v. **Beautification of Roads:** The beautification of roads is one of the key components of the project. This will include roadside plantation, the installation of artistic barriers, urban murals, and the enhancement of pedestrian crossings, bicycle lanes, and parking zones. The road beautification will not only improve the city's visual appeal but also promote eco-friendly practices through the planting of trees and the use of sustainable materials for landscaping.
- vi. **Waterfront / Canals:** The rehabilitation of existing water bodies and canals is essential for improving the city's overall infrastructure and enhancing the environmental quality. The consultants will develop walking trails, cycling tracks, and recreational zones along the canals, providing opportunities for the public to enjoy leisure activities in natural settings. The installation of floating gardens, fountains, and seating arrangements will further beautify these waterfront spaces.
- vii. **Outdoor Advertisements:** Standardization of billboards and signage across the city will be a significant task in ensuring that the city's visual aesthetic is maintained. The consultants will implement controlled aesthetics for outdoor advertising, including digital advertising boards that blend seamlessly with the urban design. Additionally, unauthorized and cluttered advertisements will be removed to improve the overall appearance of the city's public spaces.
- viii. **Traffic and Transportation:** Traffic management is critical to ensuring the smooth flow of vehicles and pedestrians in Peshawar. The consultancy will focus on redesigning roundabouts, intersections, and road junctions to optimize traffic flow and improve road safety. The installation of modern traffic signals, pedestrian crossings, and dedicated cycling lanes will contribute to a more organized and efficient transport system. Additionally, new bus stops with modern amenities will be incorporated into the design.
- ix. **Upgradation & Regeneration:** Dilapidated urban areas will be redeveloped and modernized to meet the needs of the growing population. The consultants will focus on improving old buildings, sidewalks, and pedestrian paths. Additionally, commercial hubs and historical sites will be revitalized to enhance the city's commercial appeal and preserve its cultural heritage.



- x. **Tourism Aspect:** The tourism potential of Peshawar will be significantly enhanced through the development of tourist information centers, cultural signboards, and the restoration of key tourist attractions. The consultants will focus on improving accessibility to these attractions and ensuring that they are well-maintained. The creation of heritage trails and cultural landmarks will further highlight the city's rich history and attract tourists.
- xi. **Entry & Exit Points:** The city's entry and exit points will be given a facelift with the installation of grand entrance gates and checkpoints that feature modern architectural elements. Green belts, artistic displays, and standardized road signage will be incorporated to create a welcoming environment for visitors entering and leaving the city.
- xii. **Landmarks & Monuments:** The beautification project will also focus on the restoration of existing monuments and the creation of new cultural icons that reflect the heritage of Peshawar. The consultants will work on designing and constructing public sculptures, historical landmarks, and digital information boards to educate visitors about the city's history.
- xiii. **Decorative Walls:** Decorative walls will be painted and embellished with cultural and artistic themes that represent the local heritage. The installation of mosaic art, 3D murals, and calligraphy will help enhance the visual appeal of public spaces. Anti-graffiti coatings will be applied to ensure the longevity and durability of these artistic installations.
- xiv. **Underpasses & Overhead Bridges:** Underpasses and overhead bridges will be illuminated and beautified with LED lighting to make them more visually appealing and safer for pedestrians. Additionally, the surrounding areas around flyovers will be landscaped to provide a more cohesive and attractive urban environment.
- xv. **Removal of Encroachments:** Illegal structures and roadside stalls that obstruct public spaces will be identified and removed. The consultants will develop policies to regulate street vending and ensure that vendors operate in designated areas. Public awareness campaigns will also be conducted to educate the public on the importance of maintaining clean and open spaces.
- xvi. **Chowks & Roundabouts Beautification:** Major chowks and roundabouts will be beautified with the installation of fountains, sculptures, and artistic barriers that enhance the visual appeal of these spaces. Landscaping and plantation around major intersections will contribute to the creation of green spaces in urban areas.

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- xvii. **Infrastructure Improvement:** Upgrading the city's infrastructure is crucial to support the growing urban population. The consultancy will focus on the development of underground electrification systems to reduce visual clutter, as well as sustainable drainage solutions for managing surface water. Modern utility management systems will be integrated into the infrastructure, ensuring that services are efficiently managed.

**DUTIES AND RESPONSIBILITIES OF THE CONSULTANT:**

The duties and responsibilities of the consultants will include, but not limited to following:-

S.No	Description of services to be rendered under TOR
i	Inception Report Including Time Lines as per Time Allowed.
ii	Feasibility Study including Topographical Survey, Plans etc as per Scope/TORs
iii	Draft Detailed Design Report including master plan with marked details of Beautification Works.
iv	Final Detailed Design Report including master plan with marked details of Beautification Works along with the Specification Manual
v	Submission of PC-I (including BOQ, detailed estimate, drawings, etc.)
vi	Tender & Construction Drawings (alteration, modification, addition or amendments in the relevant documents deemed necessary by the client).
vii	<b>EIA/IEE:</b> Consultant shall be responsible for preparation of environmental & social safeguards (including but not limited to EIA, IEE, land acquisition, re-settlement plans etc.) and its approval from concerned department including all expense/Fee.
viii	<b>Tendering &amp; Contract Agreement:</b> The consultants will assist the client in prequalification of prospective contractors and tendering process till the award of the work to the best & economical contractor. The consultant will also assist and validate all the tendering process in order to award of the project. The consultant will assist the client in preparation of contract agreement including general & special conditions of the contract.

1) **ADDITIONAL REQUIREMENTS FROM CONSULTANT AGREEMENT:**

- i. **Retention Money:-**Retention money and performance security will be decided by the Director concerned as per relevant rules/laws.
- ii. **Bid Security:-** The consultant shall furnish a bid security as per KPPRA rules as a part of his bid, in form of deposit at call or CDR. The bid security of unsuccessful consultants will be returned as promptly as possible after approval of the comparative statement from the competent authority following the date set for opening of bid. The bid security of successful bidder will be dealt as per KPPRA rules.
- iii. **Repeated Design:-** In case, there is any repetition in the design of some components of the work due to any changes/improvement in that component as per client/site requirement ,no additional payment will be made for that component of design .work. Moreover, in case of alteration/modification in any design due to any physical/geotechnical/unforeseen reason, the consultant will be responsible for re-design and resubmission within due time allocated to him without any additional payment. Moreover, the consultants shall be responsible to hold extensive meetings with various stakeholders in order to avoid any duplication/ repetition of any sort of work/activity included in the scope of work of this project.
- iv. **Design/Drawings:-** If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the consultant. Further, the consultant will provide soft copy of the detailed design and department has the right to get the design vetted from a third party. In such case, the consultant has to facilitate the client.
- v. **Best Effort:-** The consultant shall furnish a certificate to the effect that design carried out is most efficient and economical.
- vi. The presentations, as and when required during the whole period of the assignment will be made by the consultant on multimedia to the entire satisfaction of Client or Govt.of KPK.



vii. **Consultant's work expected to result:**

- a. Good quality of design in light of current international practice & specifications.
- b. Timely completion of design work.

2) **TIME DURATION:**

03 Months

3) **TEAM OF CONSULTANTS:**

Man power (personal) requirements for feasibility study, Planning & Designing etc are as under:

Description	Qty. (No.)	Qualification/Experience	Duration (Months)
<b>i. Key Staff:</b>			
Team leader/Senior Urban Planner/Designer	1	M.Arch/M.Sc Urban Planning	3
Planner	1	M.Sc Urban Planning	2
Senior Architect	1	M.Arch	2
Topographic Expert	1	M.Sc Civil	0.5
Environmental Expert	1	MS Environmental Engineering / Environmental Sciences	1
Structural Design Expert	1	M.Sc Structural Engineering	1
Social Expert	1	MS Sociology	1
GIS Expert	1	M.Sc. / B.Sc. GIS or equivalent Degree	0.5
Hydrologist	1	M.Sc Hydraulic/Hydrology	1
Land Use Expert	1	M.Sc. /B.Sc. Urban Planning/Architecture	1
Contract Specialist	1	B.Sc Civil	1
Electrical Expert	1	M.Sc. / B.Sc. (Electrical Engineering)	1

Non Key Staff			
Jr. Engineers	1	B.Sc Civil	1
Jr. Architects	2	B.Arch	2
CAD Operators	2	DAE Civil / B.Tech Civil	3
Quantity Surveyor	1	DAE Civil / B.Tech Civil	3
Chief Surveyor	1	DAE Civil / B.Tech Civil	3
Surveyor	3	DAE Civil / B.Tech Civil	03 Month
Assistant Surveyor	3	DAE Civil / B.Tech Civil	3
Survey Helpers	3	Intermediate	3
Documents Controller	1	Bachelors	3
Office Manager	1	Master	3

*[Handwritten signature]*



## IMPLEMENTATION SCHEDULE:

Phase	Activities	MONTH - 1				MONTH - 2				MONTH - 3			
		1	2	3	4	1	2	3	4	1	2	3	4
<b>Design Phase (03 Months)</b>	Inception Report Including Time Lines as per Time Allowed.												
	Feasibility Study including Topographical Survey, Plans etc as per Scope/TORs												
	Draft Detailed Design Report including master plan with marked details of Beautification Works.												
	Final Detailed Design Report including master plan with marked details of Beautification Works along with the Specification Manual												
	Submission of PC-I (including BOQ, detailed estimate, drawings, etc.)												
	Tender & Construction Drawings (alteration, modification, addition or amendments in the relevant documents deemed necessary by the client).												
	Any other Task Assigned by the Procurement Entity.												

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**Deliverables:**

The following documents to be provided by the consultants:

S.No	Description of services under TOR	No of Sets
i	Inception Report Including Time Lines as per Time Allowed.	03
ii	Feasibility Study including Topographical Survey, Plans etc as per Scope/TORs	03
iii	Draft Detailed Design Report including master plan with marked details of Beautification Works.	03
iv	Final Detailed Design Report including master plan with marked details of Beautification Works along with the Specification Manual	03
v	Submission of PC-I (including BOQ, detailed estimate, drawings, etc.)	05
vi	Tender & Construction Drawings (alteration, modification, addition or amendments in the relevant documents deemed necessary by the client).	03
vii	Back-up calculation of BOQs:	03
viii	Soft copies of all documents mentioned above	03 CDs each

**Mode of Payment**

S.No	Description of services to be rendered under TOR	Unit	%age	Amount (Rs. In Million)
i	Inception Report Including Time Lines as per Time Allowed.	%	5%	
ii	Feasibility Study including Topographical Survey, Plans etc as per Scope/TORs	%	20%	
iii	Draft Detailed Design Report including master plan with marked details of Beautification Works.	%	15%	

iv	Final Detailed Design Report including master plan with marked details of Beautification Works along with the Specification Manual	%	25%	
v	Submission of PC-I (including BOQ, detailed estimate, drawings, etc.)	%	15%	
vi	Tender & Construction Drawings (alteration, modification, addition or amendments in the relevant documents deemed necessary by the client).	%	10%	
vii	Any other Task Assigned by the Procurement Entity.	%	10%	
<b>Grand Total in Million</b>				

4) **WORK SECHEDULE:**

The completion time for the assignment is 3 months from the commencement and excluding time required for approval by the PDA.



## SECTION 6

### General Conditions of Contract

#### 1. GENERAL PROVISIONS

##### 1. Definition

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

- (a) "Applicable Law" means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
- (b) "Procuring Entity PE" means the implementing department which signs the contract
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PE's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Khyber Pakhtunkhwa.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the PE or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.

## SECTION 6

### General Conditions of Contract

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- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
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- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.

**1.2 Law Governing Contract**

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

**1.3 Language**

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

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

**1.4 Notices**

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

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

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

**1.5 Location**

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

**1.6 Authority of Member in Charge**

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

**1.7 Authorized Representatives**

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

**1.8 Taxes & Duties**

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

**1.9 Fraud & Corruption**

A. If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

Any Personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be

removed in accordance with Sub-Clause 4.2.

#### Integrity Pact

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

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

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

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

- |  |  |
|--|--|
| <b>2.1 Effectiveness of Contract</b>   | This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.   |
| <b>2.2 Commencement of Services</b>    | The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.   |
| <b>2.3 Expiration of Contract</b>      | Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.   |
| <b>2.4 Modifications or Variations</b> | 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>2.5 Force Majeure</b>               | The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of  |



**2.5.2 No Breach of Contract**

natural calamities, disasters and circumstances beyond the control of the parties

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

**2.5.3 Extension of Time**

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

**2.5.4 Payments**

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

**2.6 Termination**

The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC

**2.6.1 By the PE**

2.6.1. In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a



**2.6.2 By the Consultant**

result of arbitration proceedings pursuant to Clause GC 8 hereof.

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

(a) If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3. Payment Upon Termination**

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

(a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;

(b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

**3. OBLIGATIONS OF THE CONSULTANT**

**3.1 General**

The Consultant shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

**3.1.1 Standard of Performance**

The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.



**3.2. Conflict of Interests**

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

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

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

**3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project**

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

**3.2.3 Prohibition of Conflicting Activities.**

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

**3.3 Confidentiality**

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

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

Rule 29(2), The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.

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

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

(a) entering into a subcontract for the Performance of any Part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C, and

(c) any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

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

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

### **3.7 Documents Prepared by the Consultant to be the Property of the PE**

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

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

### **3.8 Accounting, Inspection and Auditing**

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

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

## **4. CONSULTANT'S PERSONNEL**

### **4.1 Description of Personnel**

The Consultant shall employ and provide such qualified and Personnel experienced Personnel and Sub-Consultants as are required to carry out the services. The titles, agreed job descriptions, minimum qualifications, and



#### **4.2 Removal and/or Replacement of Personnel**

estimated Period of engagement in the carrying out of the Services.

Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PE.

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

(b) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### **5. OBLIGATIONS OF THE PE**

#### **5.1 Assistance and Exemptions**

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

#### **5.2 Change in the Applicable Law Related to Taxes and Duties**

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

#### **5.3 Services and Facilities**

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

### **6. PAYMENTS TO THE CONSULTANT**

#### **6.1 Lump-sum Payment**

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

#### **6.2 Contract Price**

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

**6.3 Payment for Additional services**

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

**6.4 Terms and Conditions of Payment**

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

**7. 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 Amicable Settlement**

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

**8.2 Dispute Resolution**

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

