

## **REQUEST FOR PROPOSAL (RFP)**

**for**

**Technical Consultancy for Bus Specification, Procurement, Depot Design, and Solar  
Integration – Peshawar BRT**

**Procuring Entity: TransPeshawar (The Urban Mobility Company)**  
**Ref. No.: *TPC/OPS/OCB/Consultancy-Buses/2024-25/012***  
**Issued on: *June 06, 2025***



## Section 1. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with, the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the jurisdiction of the province of Khyber Pakhtunkhwa & Islamic Republic of Pakistan, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Authority” means Khyber Pakhtunkhwa Public Procuring Regulatory Authority.
- (d) “Consultant” means a legally- established professional consulting firm or company that provide the Services to the Procuring Entity under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 1 that is used to reflect specific country and assignment conditions to supplement, but not to override, the provisions of the ITC.
- (g) “Day” means a calendar day.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub- Consultant/ Sub-Contractor or Joint Venture/ Consortium member(s).
- (i) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- (j) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV

is taken into account in the technical evaluation of the Consultant's proposal.

- (k) "ITC" (Section 1 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (l) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (m) "Procuring Entity (PE)" means TransPeshawar (The Urban Mobility Company).
- (n) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (o) "RFP" means the Request for Proposal to be prepared by the Procuring Entity for the selection of consultants, based on the STANDARD RFP.
- (p) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (q) "STANDARD RFP" means the Standard Request For Proposal, which must be used by the Procuring Entity as the basis for the preparation of the RFP.
- (r) "Sub-Consultant" means an entity to whom the Consultant intends to sub-contract any part of the Services while remaining responsible to the Procuring Entity during the performance of the Contract.
- (s) "TORs" (Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

- 2.1 The Procuring Entity named in the **Data Sheet** intends to select a consultant in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

**3. Conflict of Interest**

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Entity's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the PE.
- 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

**a) Conflicting Activities**

- i. Conflict between consulting activities and procurement of goods, works or non-consulting services:  
a firm/ company that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b) Conflicting assignments**

- ii. Conflict among consulting assignments:  
Consultant (including its Experts and Sub-Contractors) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Entity.

**c) Conflicting relationships**

- iii. Relationship with the Procuring Entity's staff:  
a Consultant (including its Experts and Sub-Contractors) that has a close business or family relationship with a professional

staff of the Procuring Entity, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.

**4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question.

**5. Corrupt Practices**

5.1 The law requires compliance with Regulatory Framework in regard to corrupt practices as set forth in Rule 44 of Khyber Pakhtunkhwa Public Procurement Goods Works and Services Rules, 2014.

5.2 The law requires compliance with Regulatory Framework in regard to corrupt practices as set forth in Rule 44 of Khyber Pakhtunkhwa Public Procurement Goods Works and Services Rules, 2014.

5.3 Consultants shall permit and shall cause their agents (where declared or not), sub-Contractors, Consultants, suppliers, and personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and Contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

**6. Eligibility**

6.1 The Procuring Entity requires the Consultant to offer consulting services for the project in accordance with the requirements stipulated in the Data Sheet.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture/ Consortium members, Sub- Contractors, agents (declared or not), sub-Contractors, Consultants, suppliers and/or their employees meet the relevant/ applicable eligibility requirements.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

**a. Sanctions**

6.3.1 A Consultant declared blacklisted by the Procuring Entity or other Public Entities in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a Contract, during such period of time as determined in the Blacklisting Order or determined by the PEs whichever is later.

**b. Prohibitions**

6.3.2 Consultants of a country or goods manufactured in a country may be ineligible if so indicated in Section 4 (Eligible Countries).

**c. Restrictions for**

6.3.3 Government-owned enterprises shall be eligible only if they

<p><b>Government-Owned Enterprises</b></p> <p><b>d. Restrictions for public employees</b></p>	<p>can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the PE.</p> <p>6.3.4 Government officials and civil servants are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government. However, they are eligible if they:</p> <ul style="list-style-type: none"> <li>(i) are on leave of absence, or have resigned or retired;</li> <li>(ii) are not being hired by the same Entity they were working for before going on leave, resigning, or retiring;</li> </ul> <p>(in case of resignation or retirement, a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer, should pass before working as consultants for the same Entity); and</p> <ul style="list-style-type: none"> <li>(iii) would not create a conflict of interest if hired.</li> </ul>
<p><b>7. General Considerations</b></p>	<p style="text-align: center;"><b>B. Preparation of Proposals</b></p> <p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<p><b>8. Cost of Preparation of Proposal</b></p>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<p><b>9. Language</b></p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Entity, shall be written in the language(s) specified in the <b>Data Sheet</b>.</p>
<p><b>10. Documents Comprising the Proposal</b></p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>10.2 If specified in the <b>Data Sheet</b>, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Contract, the Procuring Regulatory Framework regarding corrupt practices.</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission</p>

- form (Section 3).
- 11. Only One Proposal**
- 11.1 The Consultant (including member(s) of any Joint Venture/ Consortium) shall submit only one Proposal, either in its own name or as part of a Joint Venture/ Consortium in another Proposal. If a Consultant, including any Joint Venture / Consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This condition also applies on a Sub-Consultant, or the Consultant's staff, Key Experts and Non-Key Experts not to associate with more than one Consultant.
- 12. a. Proposal Validity**
- 12.1 Proposals shall remain valid for the period specified in the **Data Sheet** after the Proposal submission deadline prescribed by the Procuring Entity.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.
- 12.4 If considered necessary, an extension can be made in case of exceptional circumstances. Such extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.7 If any of the Key Experts become unavailable for the extended validity period or during the continuation of consultancy services, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. Finally, the Procuring Entity shall decide whether to accept the substitute or otherwise. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a replacement Key Expert with



- equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.
- c. Sub-Contracting** 12.9 The Consultant shall not sub-contract the whole of the Services.
- 13. Clarification and Amendment of RFP** 13.1 The Consultant may request a clarification of any part of the RFP to be received by the Procuring Entity on or before the Pre-Proposal meeting. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the **Data Sheet**. The Procuring Entity will respond by issuing pre-bid minutes to all the participating bidders and hoisting on PE website. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it should do so by issuing addendum or corrigendum. The amendment shall be sent to all the participating bidders and hoisted on PE website and will be binding on them. If the amendment is substantial, the Procuring Entity may extend the Proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- 14. Preparation of Proposals** 14.1 An Association (Joint Venture/ Consortium or Sub- Contractors) will only be allowed if expressly mentioned in the RFP, as the case may be.
- 14.2 The Procuring Entity has indicated in the **Data Sheet** whether the Contract would be "**Lump Sum Contract**" [in which the content, duration of the services and the required output are unambiguously defined]; "**Time Based Contract**" [when it is difficult to define the scope and the length of services]; "Hourly or Daily Rates Contracts" [for small projects, especially when the assignment is for less than a month]; and any other, based on combination of the above. The method to be used for selection of Consultant is also mentioned in the Data Sheet *[The Procuring Entity may use any method for selection of Consultant: Least Cost Selection (LCS), Quality and Cost Based Selection (QCBS) or Quality Based Selection (QBS), provided if any method is used other than LCS, reasons in writing may be recorded]*.
- 14.3 For assignments under the "lump sum Contracts", total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. For time-based Contracts, input time for the key experts may also be indicated.
- A Procuring Entity may specify any other requirement related to the assignment or Contract.
- 14.4 Each Consultant shall satisfy himself before bidding as to the correctness and sufficiency of his bid and of the rates and prices entered in the bid.

14.5 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Services.

**15. Technical Proposal Format and Content**

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

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

15.3 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 2 of the RFP.

**16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Taxes**

16.2 The Consultant and its Sub-Contractors and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.

**b. Currency of Proposal**

16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**.

**c. Currency of Payment**

16.4 Payment under the Contract shall be made in the currency or currencies in which the consultant is required to submit the financial proposal

**C. Submission, Opening and Evaluation**

**17. Submission, Sealing, and Marking of Proposals**

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by hand or through courier. However, PE will not be responsible for any delayed delivery of the proposal.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture / Consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. In case of foreign bidder, who is part of the consortium or submitted its proposal

independently, the authorized person of the bidder should submit its power of attorney duly attested by the foreign office.

- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", for "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Entity may reject the proposal and will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Entity no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

## **18. Confidentiality**

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

the Evaluation Report.

- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Entity in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

#### **19. Opening of Technical Proposals**

- 19.1 The Procuring Entity's consultant selection committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored, until they are opened in accordance with Clause 23 of the ITC.
- 19.2 At the opening of the Technical Proposals, the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture / Consortium, the name of the Joint Venture/ Consortium, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

#### **20. Proposals Evaluation**

- 20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Entity will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

#### **21. Evaluation of Technical Proposals**

- 21.1 The Procuring Entity's consultant selection committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 21.2 PE may, if necessary after the opening of the proposals, seek and accept such clarifications of the proposal as do not change the substance of the proposal.

**22. Financial  
Proposals for  
QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Entity's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. In case of failure to sign the contract with the highest ranked bidder, the procuring Entity may proceed with next highest ranked bidder.

**23. Public Opening  
of Financial  
Proposals (for  
QCBS and LCS  
methods)**

23.1 After the technical evaluation is completed, the Procuring Entity shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the Consultant along with the technical scores. The Financial Proposals of non-responsive Consultants will be returned unopened after completing the selection process and Contract signing. The Procuring Entity shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Procuring Entity's consultant selection committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

**24. Correction of  
Errors**

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

**a. Time-Based  
Contracts**

32.1.1 If a Time-Based Contract form is included in the RFP, in case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's evaluation committee shall correct

		the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
<b>b. Lump-Sum Contracts</b>		32.1.2 If a Lump-Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal. The total price, inclusive of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
<b>25. Taxes</b>	25.1	The Procuring Entity's evaluation of the Consultant's Financial Proposal shall include applicable taxes and duties in accordance with the Law. However, complete list of all taxes, direct and indirect, be made part of the Contract for ready reference and, later on, deduction from the remunerations to deposit with relevant tax authorities.
<b>26. Conversion to Single Currency</b>	26.1	For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b> .
<b>27. Combined Quality and Cost Evaluation</b>		
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	27.1	In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b> . The Consultant achieving the highest combined technical and financial score will be invited for negotiations as per the regulatory framework.
<b>b. Quality-Based Selection (QBS)</b>	27.2	In the case of QBS, full weightage is given to Technical Proposal only. The Consultant obtaining highest marks in technical evaluation is selected and invited for negotiations, as per the regulatory framework.
<b>c. Least-Cost Selection</b>	27.3	In the case of Least-Cost Selection (LCS), the Procuring Entity will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum required technical score, and invite such Consultant to negotiate the Contract.

## **D. Negotiations and Award**

<b>28. Negotiations</b>	28.1	The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
	28.2	The Procuring Entity shall prepare minutes of negotiations that are signed by the Procuring Entity and the Consultant's authorized representative.

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|---------------------------------------|------|--|
| <b>a. Availability of Key Experts</b> | 28.3 | The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Entity may proceed to negotiate the Contract with the next-ranked Consultant.  |
|                                       | 28.4 | Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.  |
| <b>b. Technical negotiations</b>      | 28.5 | The negotiations include discussions on the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the Contract, so that the quality of the final product, or the relevance of the initial evaluation may not affect. Negotiations shall not seek changes in the rates quoted by the bidder.   |
| <b>c. Financial Negotiations</b>      | 28.6 | No financial Negotiations shall be allowed.  |
| <b>29. Conclusion of Negotiations</b> | 29.1 | The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Procuring Entity and the Consultant's authorized representative.  |
|                                       | 29.2 | If the negotiations fail, the Procuring Entity shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Entity will invite the next-ranked Consultant to negotiate the Contract. Once the Procuring Entity commences negotiations with the next-ranked Consultant, the Procuring Entity shall not reopen the earlier negotiations. |
|                                       | 29.3 | <u>Grievance Period:</u> The contract shall not be awarded earlier than the expiry of the Grievance Period. The Grievance period shall be ten (10) days. The Grievance period commences the day after the date the PE has transmitted to each consultant   |

the Notification of Bid Evaluation Report and hoisting on the website of the Authority.

- 29.4 Notification of Bid Evaluation Report: The PE shall send to the Consultant, the Bid Evaluation Report in accordance with the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Service Rules;
- 29.5 Notification of Award: Upon expiry of the grievance period and/or upon satisfactorily addressing any complaint that has been filed within that period, the PE shall, send a notification of award to the successful consultant, confirming the PE intention to award the contract to the successful consultant and requesting the successful consultant to sign and return the draft negotiated contract after receipt of such notification.
- 29.6 PE will notify the successful bidder in writing by a registered post/in person that he has been declared as a successful bidder and shall be provided with the letter termed as "Letter of Acceptance / Letter of Award".
- 29.7 The notification of award will constitute the formation of a contract after fulfilling of all the requirements of LOA, until the Contract has been executed.
- 29.8 RFP shall be read as integral part of the Contract.
- 29.9 PE reserve the rights to cancel/terminate the LOA upon non fulfilment of the clauses of RFP / LOA.

### **30. Bid Security**

- 30.1 The Consultant shall be required to submit the bid security in the form and to the amount as specified in Data Sheet.
- 30.2 Original Bid security shall be submitted with the financial proposal.
- 30.3 The Consultant shall submit an affidavit (not below stamp paper of PKR.150/-) in the technical proposal stating that a bid security amounting to 2 percent, without indicating the figure in the affidavit, has been placed in the financial proposal or bid. In case of failure the technical proposal will be considered as non-responsive.
- 30.4 The Proposal's Bid Security is required to protect the Procuring Entity against the risk of Consultant's conduct which would warrant the Consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework and forfeiture of bid security by the Procuring Entity.
- 30.5 Any Proposal not accompanied by a complaint Bid Security shall be rejected by the Procuring Entity as non-responsive.
- 30.6 The Proposal's Bid Security of a Joint Venture/ Consortium must be in the name of the lead partner of the Joint Venture/ Consortium submitting the Proposal.
- 30.7 The bid security shall be forfeited and Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Entity for the period as determined by



Procuring Entity if:

- i. the Consultant withdraws its Proposal during validity, except as provided in ITC 12.6; or
- ii. in the case of a successful Consultant, the Consultant fails within the specified time limit to:
  - a. sign the Contract; or
  - b. furnish the required performance security.

30.8 Bid security of successful Consultant will be released after submission of performance security and signing of contract agreement. Release of bid security of unsuccessful bidders should be after submission of performance security by the successful bidder.

**31. Stamp Duty**

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

**32. Performance Security**

32.1 The successful Consultant's shall submit performance security in the form and amount as specified in Data Sheet.

**Instructions to Consultants**  
**E. Data Sheet**

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>2.1</b>	<p><b>Name of the Procuring Entity:</b> TransPeshawar (The Urban Mobility Company)</p> <p><b>Method of selection:</b> Quality and Cost Based Selection (QCBS)</p>
<b>2.2</b>	<p><b>Technical and Financial Proposal are to be submitted in separate envelope as per the Single Stage Two Envelope Bidding Procedure</b></p> <p><b>The name of the assignment is:</b> “Technical Consultancy for Bus Specification, Procurement, Depot Design, and Solar Integration – Peshawar BRT”</p> <p><b>Reference No:</b> TPC/OPS/OCB/Consultancy-Buses/2024-25/012</p>
<b>2.3</b>	<p><b>A pre-Proposal conference/meeting will be held</b> as per following details:</p> <p><b>Date:</b> June 12, 2025</p> <p><b>Time:</b> 11:30 AM (PST)</p>
<b>2.4</b>	<p><b>The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> All the data relating to activities, if any, will be provided as an attachment to TORs.</p>
<b>6.1</b>	<ul style="list-style-type: none"> <li>(a) Firm or Company duly registered with Registrar of Firms or with SECP, as applicable, or JV of Firms or Companies; (applicable to each member in case of JV).</li> <li>(b) Proof of valid and active NTN &amp; KNTN registration; applicable to each member in case of JV.</li> <li>(c) Valid Registration with Pakistan Engineering Council in relevant category (Transport Planning and Consultancy Services 1215 (Applicable to lead member in case of JV).</li> <li>(d) Not Blacklisted from any public entity in Pakistan; applicable to each member in case of JV.</li> <li>(e) The consultant shall not have any pending litigation or arbitration or had not any litigation or arbitration decided against the Consultant; applicable to all members in case of JV. (affidavit on stamp paper of PKR.150 or above, duly notarized to be submitted)</li> <li>(f) Consultant shall have completed at least one (01) project of similar nature (as per TOR) with public/ private sector. In case of JV must meet by lead partner;</li> <li>(g) The consultant meets minimum qualification criteria stipulated under Section 25 of KPPRA Act, 2012. applicable to all members in case of</li> </ul>

	JV (an affidavit on stamp paper of PKR.150 or above, duly notarized to be submitted detailing relevant section requirements).
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	The <b>language of the Bid</b> is <i>English</i> . All correspondence shall be in English
<b>10.1</b>	<b>The Proposal shall comprise the following:</b>
	<p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>1. Statement of Undertaking (integrity pact) on notarized stamp paper of PKR. 150 or above on prescribed format as required under Data Sheet 10.2 below;</li> <li>2. An Affidavit on notarized stamp paper of PKR. 150 or above for submission of Bid Security in accordance with ITC 30.3</li> <li>3. Documentary proof for eligibility of Consultant in Accordance with ITC 6.1</li> <li>4. Consultant profile.</li> <li>5. RFP document duly signed and stamped on each page.</li> <li>6. TECH-1 (along with attachments)</li> <li>7. TECH-2</li> <li>8. TECH-3</li> <li>9. TECH-4</li> <li>10. TECH-5</li> <li>11. TECH - 6</li> </ol> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> </ol>
<b>10.2</b>	<b>The Consultant shall submit a duly notarized integrity pact on Stamp paper of PKR 150 or above.</b>
<b>11.1</b>	<b>Association of Sub-Contractors, Key Experts and Non-Key Experts with more than one Consultant in a Proposal is not permissible.</b>
<b>12.1</b>	<b>Proposals shall be valid for 150 days</b>

13.1	<p><b>Clarifications may be requested on or before pre-proposal meeting if so is provided under ITC 2.3.</b></p> <p><b>Chief Executive Officer</b>  1st Floor, KPUMA Building, Main BRT Depot, Opposite  NHA Complex, Main GT Road, Peshawar, KPK, Pakistan  <a href="mailto:ceo@transpeshawar.pk">ceo@transpeshawar.pk</a>,  <a href="mailto:charbagh@hotmail.com">charbagh@hotmail.com</a>,  <a href="mailto:khalil.ahmed@transpeshawar.pk">khalil.ahmed@transpeshawar.pk</a>,  Ph: 091-2621393-4</p>
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14.2	The Contract shall be “Lump Sum” Contract and the method of Selection shall be Quality and Cost Based Selection.
14.3	The estimated budget for the assignment is PKR. 27.3 million (inclusive of taxes) and contract shall be awarded on lump sum basis with payments linked to delivery of specified outputs and deliverables as defined in Term of Reference.
15.3	The Consultant shall be required to submit the Technical Proposal in accordance with Section 2. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p>This is a lump sum consultancy contract; therefore, the Consultant is required to propose a single lump sum price that includes all costs related to the performance of the Services, including but not limited to remuneration, out of pocket expenses, per diem allowances, travel, accommodation, office overheads, backstopping support, taxes, profits and communication expenses.</p> <p>Financial proposal shall include breakdown of cost on given formats provided in Section 3 for information purposes only. This breakdown shall not be used for financial evaluation of payment purposes.</p>

16.2	<b>A price adjustment provision, especially w.r.t changes in taxes/ rates/ fees/ duties if any, applies to remuneration rates or lump sum price:</b> Price adjustment shall not be applicable.
16.2 & 16.3	<b>“Information on the Consultant’s tax obligations can be found as per Income Tax Ordinance and KPRA sales Tax.</b>
16.4	<b>The Financial Proposal shall be stated in the following currencies:</b>  Consultant shall express the price for the Services in Pak Rupees
<b>C. Submission, Opening and Evaluation</b>	
17.1	<b>The Consultants shall not have the option of submitting their Proposals electronically.</b>
17.4	<b>The Consultant must submit:</b> (a) <b>Technical Proposal:</b> one (01) original and one (01) copy in hard and one (01) copy in soft; (b) <b>Financial Proposal:</b> one (1) original.
17.7 and 17.9	<b>The Proposals must be submitted no later than:</b> <b>Date:</b> June 24, 2025 <b>Time:</b> 11:30 AM (PST) <p>Technical proposals will be opened on the same day (June 24, 2025) at 11:45 AM (PST) in the presence of the representatives of the Consultants who may choose to attend.</p>

<b>17.9</b>	<b>The Proposal submission address is:</b> Reception Desk TransPeshawar Office First Floor KPUMA Building Main BRT Depot Chamkani, GT Road Peshawar
<b>19.1</b>	<b>An online option of the opening of the Technical Proposals is offered:</b> Attending opening of technical proposal online will be allowed subject to request.
<b>19.2</b>	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals.</b>  Presence or absence of affidavit of bid security in technical proposal will be announced. Moreover, the consultants will be informed that financial proposals of technically qualified firms will be opened and financial proposals of technically unqualified firms will be returned after completion of the procurement process

21.1

Technical proposal will be assessed against the eligibility criteria stipulated under ITC 6.1. Technical Proposal qualifying eligibility criteria will be declared as responsive proposal. Responsive proposal will be evaluated against technical criteria, sub-criteria stipulated below.

Criteria	Sub-Criteria	Max. Points
1. Relevant Experience		30
	1.1.Experience of Consulting services pertaining to Public Transport Planning (Operational Plan & Design) Each project carries 2 marks	10
	1.2.Experience of Bus Procurement (The similarity of projects shall be assessed based on providing consultancy services for determination of specification for public transport electric or hybrid buses, testing of prototype, development of bidding documents, and procurement of electric or hybrid buses for projects to have	10

			project cost of PKR. Of 500.00 million or more. Each project carries 02 marks		
			<b>1.3.</b> Experience of public transport infrastructure (depot design or related civil infrastructure projects). One project carries two marks	<b>10</b>	
		<b>2. Approach and Methodology</b>		<b>25</b>	
			<b>2.1</b> Understanding of the ToR and objectives	<b>5</b>	
			<b>2.2</b> Quality and feasibility of the proposed methodology/work plan	<b>10</b>	
			<b>2.3</b> Stakeholder consultation plan and risk management strategy	<b>5</b>	
			<b>2.4</b> Innovation and sustainability measures (e.g., solar integration, carbon reduction)	<b>5</b>	
		<b>3. Work Plan and Deliverables</b>		<b>10</b>	
			<b>3.1</b> Detailed work plan aligned with deliverables and timeline	<b>5</b>	
			<b>3.2</b> Logical sequencing and resource allocation	<b>5</b>	
		<b>4. Team Composition and Qualification</b>	<i>each position number corresponds to the same for Key Experts in Form TECH-5 to be prepared by the Consultant}</i> 30% weightage will be given to matching qualification and 70% to experience as described in the TORs.	<b>35</b>	
		<b>Position K1</b>	<b>4.1</b> Team Leader – Public Transport Planner	<b>5</b>	
		<b>Position K2</b>	<b>4.2</b> Automotive/Mechanical Engineer	<b>5</b>	



	<b>Position K3</b>	<b>4.3 Electrical Engineer</b>	<b>5</b>
	<b>Position K4</b>	<b>4.4 Structural Engineer</b>	<b>5</b>
	<b>Position K5</b>	<b>4.5 Architect</b>	<b>5</b>
	<b>Position K6</b>	<b>4.6 Environmental Specialist</b>	<b>5</b>
	<b>Position K7</b>	<b>4.7 Procurement Specialist</b>	<b>5</b>
	<b>Total</b>		<b>100</b>

	<p>.....</p> <p><b>The minimum technical score (St) required to pass is: 70%</b></p>
<b>23.1</b>	<p><b>An online option of the opening of the Financial Proposals is offered:</b>  Attending opening of financial proposal online will be allowed subject to request.</p>
<b>25.1</b>	Financial Proposals will be evaluated inclusive of all applicable taxes and duties.
<b>26.1</b>	<b>The single currency for the conversion of all prices expressed in various currencies into a single one is: N/A</b>
<b>27.1</b>	<p><b>The Combined Score (S) shall be calculated using the following formula:</b>  <math display="block">S = Ts \times 0.80 + Fs \times 0.20</math> Where:  S = Combined Score  Ts = Technical score awarded to the proposal (out of 100)  <math>Fs = (F_{min}/F) \times 100</math>  <i>Fmin</i> = Lowest evaluated financial proposal  F = Financial proposal under consideration</p> <p><b>Note: The proposal with the highest Combined Score (S) will be ranked first and considered for award of contract.</b></p>
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<p><b>Expected date and address for Contract negotiations:</b>  <b>Date:</b> <u>Date will be communicated later</u>  <b>Address:</b> <u>TransPeshawar Office First Floor KPUMA Building Main BRT Depot Chamkani, GT Road Peshawar</u></p>
<b>29.1</b>	<p><b>The publication of the Contract award information following the completion of the Contract negotiations and Contract signing will be done as per KPPRA rules</b></p> <p>_____</p>

	The publication will be done in accordance with KPPRA
<b>31.1</b>	Successful consultant shall be required to submit Stamp duty (under Stamp Duty Act 1899) within three days of the demand by the procuring Entity for signing of contract.
<b>32.1</b>	The successful consultant shall be under an obligation to submit performance security 10% in the form of CDR/DD/PO/ Bank Guarantee within 10 days of issuance of Letter of Award by PE.



## **Section 2. Technical Proposal – Standard Forms**

[Notes to Consultant shown in brackets [ ] throughout Section 2 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.]

### CHECKLIST OF REQUIRED FORMS AND AND/ OR DOCUMENTS

FORM/Sr. No.	DESCRIPTION
01	Consultant profile.
02	Integrity Pact on notarized stamp paper of PKR. 150 or above on prescribed format in accordance with ITC 10.2
03	Affidavit of Bid Security in accordance with ITC 30.3
04	Documentary proof for eligibility of consultant in accordance with ITC 6.1
05	RFP document duly signed and stamped on each page.
TECH-1	Technical Proposal Submission Form.
TECH-1 Attachment	If the Proposal is submitted by a Joint Venture/ Consortium, attach a letter of intent or a copy of an existing agreement.
Power of Attorney	No pre-set format/form. In the case of a Joint Venture/ Consortium, several forms are not required: a power of attorney for the authorized representative of each member, and a power of attorney for the representative of the lead member to represent all members
TECH-2	Consultant's Organization and Experience.
TECH-2A	A. Consultant's Organization
TECH-2B	B. Consultant's Experience
TECH-3	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
TECH-4	Work Schedule and Planning for Deliverables
TECH-5	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)
TECH-6	Affidavit on Notarized Stamp Paper of PKR.150 or above on prescribed format

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

## FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

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{Location, Date}

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

Dear Sirs:

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

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Entity.
- (b) Our Proposal shall be valid and remain binding upon us until {insert day, month and year in accordance with ITC 12.1}.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) In competing for and, if the award is made to us, in executing the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in

force in the Province of the Procuring Entity.

- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ToR/contract agreement.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information {phone and e-mail}: \_\_\_\_\_

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

**FORM TECH-2**  
**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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

**A - Consultant's Organization**

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

**B - Consultant's Experience**

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1. List only previous similar assignments successfully completed.
2. List only those assignments for which the Consultant was legally Contracted by Procuring Entities/ Organizations as a company/ firm or was one of the Joint Venture/ Consortium partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-Contractors, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references.
3. In case of JV/Sub-consultant, to asses firm's experience, 50% weightage shall be assigned to the lead firm/ company whereas remaining 50% to the partner firm(s)/ company (ies) equally.



<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Procuring Entity &amp; Country of Assignment</b>	<b>Approx. Contract value (in PKR equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment Lead/JV partner</b>	<b>Number of Person-Months of Experts provided by the Firm or duration</b>	<b>Names of Key Experts (Team Leader, Project Director/ Coordinator</b>

**FORM TECH-3**  
**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE**  
**ASSIGNMENT**

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

{Suggested structure of your Technical Proposal}

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

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

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

- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Entity), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Comments on the TORs and on counterpart staff and facilities**

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

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**FORM TECH-4****WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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N°	Deliverables <sup>1</sup> (D-...)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1													
D-2													
n													

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



# FORM TECH-5

## TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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

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

 Full time input  
 Part time input

**FORM TECH-5  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

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

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

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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**Adequacy for the Assignment:**

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

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

**Certification:**

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

{day/month/year}

---

Name of Expert

Signature

Date

{day/month/year}

---

Name of authorized

Signature

(the same who signs the Proposal)

Date Representative of the Consultant

## FORM TECH-6

### (AFFIDAVIT)

*[To be printed on PKR 150 Stamp Paper, duly notarized. In case of JV submitted by all JV partners. To be attached with Technical Proposal.]*

**Name:** \_\_\_\_\_

*(Applicant)*

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

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

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *Procuring Entity*. The undersigned further affirms on behalf of the Consultant that:

- (i) The consultant is not currently blacklisted by the Procuring Entity or any other public office in Pakistan.
- (ii) The documents/photocopies provided with proposal are authentic. In case, any fake/bogus document was found at any stage, the Consultant shall be blacklisted as per Law/ Rules.
- (iii) All the information is correct to the best of my knowledge and belief.

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

*Signed by an authorized Representative of the consultant*

Title of Authorized Representative: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Date: \_\_\_\_\_



## **Narrative Evaluation Criteria**

The proposals that meet the eligibility requirements will be evaluated using the following technical criteria and sub-criteria. Each component is designed to ensure a fair and transparent selection process in accordance with ADB's Quality- and Cost-Based Selection (QCBS) method.

### **1 Relevant Experience of the Firm – Maximum 30 points**

- i. Experience in public transport planning, particularly operational design – 2 points per project (Max: 10)
- ii. Experience in drafting technical specifications and procurement documentation for electric or hybrid buses – 2 points per project (Max: 10)
- iii. Experience in civil/structural infrastructure designing for public transport depots particularly BRT or related projects – 2 points per project (Max: 10)

### **2 Approach and Methodology – Maximum 25 points**

- i. Understanding of objectives and ToR – 5 points
- ii. Methodology and alignment with project goals – 10 points
- iii. Stakeholder engagement and risk mitigation strategy – 5 points
- iv. Integration of innovative and sustainable solutions (e.g., solar, low-carbon) – 5 points

### **3 Work Plan and Deliverables – Maximum 10 points**

- i. Work plan consistency with deliverables and timelines – 5 points
- ii. Logical sequencing and resource allocation – 5 points

### **4 Key Experts' Qualifications and Competence – Maximum 35 points**

The proposed team will be evaluated on the basis of required qualifications (30% weight) and relevant experience (70% weight) for each of the following key experts:

- i. Team Leader – Public Transport Planner – 5 points
- ii. Automotive / Mechanical Engineer – 5 points
- iii. Electrical Engineer – 5 points
- iv. Structural Engineer – 5 points
- v. Architect – 5 points
- vi. Environmental Specialist – 5 points
- vii. Procurement Specialist – 5 points

### **5 Minimum Qualifying Technical Score**

Only proposals scoring 70 points or more out of 100 will be considered for financial evaluation.

### **6 Financial and Combined Score Evaluation**

The Combined Score (S) is computed as:

$$S = Ts \times 0.80 + Fs \times 0.20$$

Where:

Ts = Technical Score (out of 100)  
Fs = Financial Score =  $(F_{\min}/F) \times 100$   
Fmin = Lowest Financial Proposal  
F = Proposal under consideration

### **Section 3. Financial Proposal - Standard Forms**

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 1.

FIN-1      Financial Proposal Submission

Form FIN-2      Summary of Costs

FIN-3      Breakdown of Remuneration

FIN-4      Out of Pocket expenses

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

---

{Location, Date}

To: {Name and address of Procuring Entity}

---

Dear Sirs:

We, the undersigned, offer to provide the consulting services for {Insert title of assignment} in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [in PKR in words and figures and inclusive of all applicable taxes and duties] {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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

---

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

# **FORM FIN-2 SUMMARY OF COSTS**

<b>Item</b>	<b>Cost in PKR</b> {Consultant must state the proposed Costs in accordance with ITC Clause <b>16 of the RFP</b> ; delete columns which are not used}
<b>Cost of the Financial Proposal</b>	
Including:	
(1) <b>Remuneration</b>	
(2) <b>Out of Pocket Expenses</b>	
<b><u>Total Cost of the Financial Proposal (inclusive of all applicable taxes and duties)</u></b> {Should match the amount in Form FIN-1}	

### FORM FIN-3 BREAKDOWN OF REMUNERATION

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

<b>A. Remuneration</b>						
No.	Name	Position (as in TECH-5)	Person- month Remuneration Rate	Time Input in Person/Mo nth (from TECH-5)	Pak Rupees inclusive of all taxes	Nationality and Firm name
—	<b>Key Experts</b>					
K-1			{Home}			
			{Field}			
K-2						
—	<b>Non-Key Experts</b>					
N-1			{Home}			
N-2			{Field}			
	Total Costs					

### FORM FIN-4 BREAKDOWN OF Out-of-Pocket EXPENSES

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

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

Legend:

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





#### **Section 4. Eligible Countries**

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

## **Section 5.      Terms of Reference**

## 1. Background

TransPeshawar (The Urban Mobility Company) intends to procure 50 Diesel-Electric Hybrid Buses and 100 Electric buses to expand its BRT fleet, improve service coverage, and reduce carbon emissions. The project includes (i) the review and refinement of specifications for diesel-Hybrid buses, drafting of specification for electric buses, identification of suitable land and design of depot in Peshawar, and support in the selection of bus manufacturer; (ii) Consultancy services are required to support technical, procurement, and operational aspects of this initiative. The services of consultant required under this Term of References (TOR) are on need basis /intermittent basis.

## 2. Objectives

The main objective of the consultancy services is to assist TransPeshawar in:

- i. Reviewing and finalizing the technical specifications of the Diesel-Electric hybrid buses and electric buses suitable for ZU Peshawar BRT System.
- ii. Identification of suitable land and design of bus depot for additional fleet deployment in ZU Peshawar BRT System.
- iii. Detailed design for installation of renewable energy at depot.
- iv. Preparation of bidding documents, procurement support and contract management for induction of additional fleet.
- v. Factory Acceptance Test (FAT) and Site Acceptance Test (SAT) of the additional fleet.
- vi. Capital, operation and maintenance cost estimations for (a) bus fleet (b) alternate energy (c) Depot

## 3. Scope of Services

Scope of Services for this study is organized in to the following major tasks as listed and summarized below:

### **Task 1: Review and finalization of Bus Specifications (Diesel-Electric hybrid buses)**

Review existing specifications of Diesel-Electric hybrid BRT buses currently in use and finalize specification of new buses to ensure compatibility with current BRT infrastructure, ITS, Automated Fare Collection (AFC) system, Platform Screen Doors and other system required for operations.

- i. Consult stakeholders (operators, manufacturers, technical teams) for further suggestions.
- ii. Evaluate and suggest changes to the current bus specifications based on latest technology and stakeholder recommendations (if feasible) and submit final recommended specifications. Recommend warranty period, battery size, interface design with PSD, ITS, Public Address System, UHF, Wifi etc. as part of specifications.
- iii. Finalize charger specifications and post review upgrade in system if any, spare parts package, tools & equipment and relevant items required during operation and maintenance stage.
- iv. Review of Bus ITS and data transmission procedure (Vehicle Logic Unit, Router etc.) and recommendations.
- v. Bus specifications shall attract 3-5 bus manufacturers in bidding process.
- vi. Compatibility of bus doors, floor level etc. with existing infrastructure.

### **Task 2: Finalization of Bus Specifications (Electric buses)**

Finalize specification of new electric buses to ensure compatibility with current BRT infrastructure, ITS, Automated Fare Collection (AFC) system and other system required for

operations further.

- i. Consult stakeholders (operators, manufacturers, technical teams) for suggestions and feedback.
- ii. Suggest changes to the functional specifications of current buses (Air curtains, automatic passenger counter, driver surveillance etc. based on latest technology and stakeholder recommendations and submit final recommended specifications. Recommend warranty, battery size, interface design with PSD, ITS, Public Address System, UHF, Wifi etc. as part of specification.
- iii. Finalize charger specifications, spare parts package, tools & equipment and relevant items required during operation and maintenance stage.
- iv. Review of Bus ITS and data transmission procedure (Vehicle Logic Unit, Router etc.) and recommendations.
- v. Bus specification shall attract 3-5 bus manufacturers in bidding process.
- vi. Compatibility of bus doors, floor level etc. with existing civil work infrastructure.

### **Task 3: Land Identification for Depot**

The consultant shall be responsible for following sub tasks:

- i. Conduct land area assessment based on ZU Peshawar System requirement, bus depot facilities for operations including operational maneuvering, maintenance and overnight parking for 150 buses. Identify and evaluate at least four potential sites in Peshawar area based on land cost analysis, dead mileage, availability of land parcel size, ownership, accessibility, availability of nearest grid station, flood risk, environmental impact, land acquisition issues etc. Keeping in view dead mileage of buses, potential area may be in close proximity of Shah Alam BRT Terminal or Kohat Adda or any other site adjacent to the Corridor.
- ii. Consultant shall visit and collect relevant record of the identified locations for depot from the Government of Khyber Pakhtunkhwa Revenue Department. Consultant shall also conduct survey for availability of Government owned land in the vicinity of above identified locations and BRT corridor.
- iii. Recommend the most viable site based on detailed availability analysis.

### **Task 4: Design of Bus Depot for Electric Buses**

Review existing conceptional design of Chamkani Depot currently in use and draft and prepare new bus depot design for additional fleet for electric buses.

- i. Consult stakeholders (operators, manufacturers, technical teams) for future requirement, assessment and suggestions.
- ii. Evaluate and suggest changes to the current bus depot based on recommendations for electric buses and stakeholder recommendations (if feasible).
- iii. Prepare conceptual, and detailed designs (civil, electrical, mechanical, IT works etc.) for the depot which must include facilities such as:
  - Parking bays
  - Maintenance workshops
  - Inspection pits
  - Electrical and Mechanical equipment in depot
  - Administrative building /offices building
  - Street light design
  - Pavement

- Pavement markings
  - Water supply
  - Electrical Room
  - CCTV
  - Store
  - Driver rest area
  - Drainage System, Sewerage line and sewerage treatment plan
  - Bus washing and fueling station, charging stations
  - Greenbelt
  - Backup power (Generator etc.)
  - Security Watch tower(s) and boundary wall
  - Staff amenities (offices, washrooms, cafeteria etc.)
  - Ensure alignment with sustainability, energy efficiency, and safety standards.
  - Any other electrical and mechanical equipment, civil works etc. which is required for depot operations.
- iv. Evaluation of dedicated power supply from the nearest grid station based on the electric load analysis of the power consumption of depot.
  - v. Detailed designed shall be based on Applicable Laws, and best international practices for depots (safety & health etc).
  - vi. Prepare detailed stamped construction drawings duly marked “issued for tendering” and “issued for construction”.
  - vii. Prepare BOQs, unit rate and cost estimates in accordance with MRS and prevailing market rates including utilities cost, consultancies charges, landscaping, waste management etc.

#### **Task 5: Preliminary and Detailed Design of the Solar System for New Depot**

The Consultant shall execute the following sub task:

- i. Proposed solution based on SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis or other methodology;
- ii. Stakeholder consultations for detailed design of water supply for cleaning, power supply etc.
- iii. Modelling of solar system design for depot;
- iv. Design of solar system shall be aesthetically acceptable to TransPeshawar;
- v. Prepare preliminary design /drawings for solarization of the depot;
- vi. Detailed Engineering Design / Layout of Solar System including detailed equipment list, BoQ for depot and capital cost estimates;
- vii. Estimate technical requirement, BoQ and other specifications related to interface requirement with national grid system;
- viii. Calculation of inverters including but not limited to solar panels, inverters and civil works required for system load;
- ix. Propose grid connectivity and net metering requirements and infrastructure considerations;
- x. Detailed Civil Structure Design for holding of solar system for depot with ample clearance for bus operation underneath or sideways as the case may be;
- xi. Ensure safety requirements in design;
- xii. Identify technical and financial risk in design and implementation and proposed mitigation measures accordingly based on best international practices;

- xiii. Detailed Specification of each equipment and cables used in solar system for depot;
- xiv. Ensure compliance with NEPRA, AEDB, and other applicable standards in design;
- xv. Preparation of test required to be conducted by solar contractor at delivery and commissioning of the system.

**Task 6: Procurement support for Procurement of Buses and Contract Management of Bus Manufacturer Contract**

The consultant shall execute following sub tasks:

- i. Develop procurement strategy for selecting a qualified bus manufacturer for buses through tendering.
- ii. Conduct and carry out complete procurement process from document preparation to EOI until submission of evaluation of bid. The consultant shall ensure that the scope of bid, evaluation/ qualification criteria are unambiguous and adequately covered in bidding documents while preparing such documents;
- iii. Preparation of EOI (Expression of Interest), pre-qualification of bidder (if required), invitation to bid, response to bidder queries, participation in pre-bid meeting, pre-bid meeting minutes and corrigendum (if required);
- iv. Draft Request for Proposal /bidding documents for procurement of buses along with Annexure, agreement, payment schedules, Letter of Award, technical and financial evaluation criteria etc.
- v. Draft tender documents for construction of civil works including Annexure, agreement, payment schedules, Letter of Award, technical and financial evaluation criteria etc.
- vi. Carry out and provide support in technical and financial bid evaluation in hiring of bus manufacturer.
- vii. Ensure specifications compliance and integration with current bus fleet including hybrid technology, ITS, AFC and warranty terms.
- viii. Bid evaluation report of the participated bidders.
- ix. Responding and approval of any technical nature to manufacturer from contract signing till delivery of buses.
- x. Addressing the Grievance under KPPRA if raised during any process of the procurement activity.
- xi. Maintain audit files for bus manufacturing contract which include contract, correspondence, changes/ deviation, amendments, clarifications, amendments etc.
- xii. Review and approval of preliminary and detailed design of electric buses, Diesel-Hybrid Buses and bus ITS system submitted by the bus manufacturer including allied sub systems.
- xiii. Vetting of invoices prior to submitting to TransPeshawar and submitting along with progress report.

**Task 7: Assessment for Converting of Chamkani and Hayatabad Depot for Electric Buses.**

- i. The consultant shall conduct detailed assessment of power consumption, load assessment, charging pattern of buses and existing infrastructure (charger, charging panel etc.), Chamkani and Mall of Hayatabad depots.
- ii. The assessment report shall be submitted covering the requirements /modification to the existing depot infrastructure (charger, charger panel, infrastructure for load enhancement etc.) to meet the requirement of electric buses charging and load.
- iii. The consultant shall estimate the cost required to convert the exiting depot infrastructure to make it use for fully electric buses as per respective capacity.

**Task 8: Testing and Commissioning of Buses**

- i. The consultant shall devise detailed testing for FAT and SAT in prior to prototype manufacturing. The requirements shall not be limited to durability, efficiency, strength and performance tests but also includes testing based on Peshawar climate and road conditions.
- ii. The consultant shall inspect prototype bus in manufacturing country. The consultant shall submit Factory Inspection Testing (FAT) report to the manufacturer and TransPeshawar along with any recommendation /observations. TransPeshawar will bear the cost of accommodation and economy air fare of two professionals to visit the factory for prototype bus testing, preferably automobile expert /vehicle expert and bus ITS expert.
- iii. On arrival of buses to Peshawar, the consultant shall conduct Site Acceptance Test (SAT) of buses and confirm bus manufacturing in accordance with approved design, specifications and prototype bus. The consultant shall conduct the Pre Delivery Inspection (PDI) in Peshawar and submit the PDI report of all buses to TransPeshawar before take-over of buses.

**Task 9: Capital Cost of the Project**

The consultant shall submit the capital cost estimates with breakup which includes cost of buses, depot, solar, land, utilities cost, dedicated power grid cost etc. The consultant shall compare financial bid with reserve price in bid evaluation report and recommend value for money and efficiency.

**Task 10: Business Model for Implementation of the Project**

The consultant shall conduct option analysis for implementation of the project for civil works /depot works and buses as follows:

- i. Engineering Procurement Construction verses procurement construction model for civil works;
- ii. Procurement of buses by (a) Government purchase buses and handover to operator through separate tender. (b) Combine procurement of buses with operation and maintenance by private sector with capital cost paid upon delivery acceptance at Peshawar. (c) Procurement, operations and maintenance by private sector with all cost built in per kilometer rate.
- iii. Packaging / clubbing of activities of Solar Works construction, solar operation and maintenance with bus operator activities.

The Consultant shall conduct Strengths, Weakness, Opportunities and Threats (SWOT) analysis or any other procedure and recommend model to TransPeshawar which are suitable for the city. The consultant shall keep in mind the problem faced in similar projects in Pakistan and recommend the way forward following international best practices.

**Task 11: Operation and Maintenance Cost of Buses**

The Consultant shall estimate operations and maintenance cost and recommend reserve price per kilometer for Diesel hybrid buses and electric buses based on prevailing rates and CPI Index. Furthermore, the Consultant shall recommend cost adjustment mechanism for kilometer payment each separately for diesel hybrid buses and diesel electric buses. The Consultant shall also draft detailed functional specifications for operation and maintenance of electric buses.

**Task 12: Environmental Assessment of the Project**

Consultant shall prepare environmental assessment of the project covering benefits of the project from electric /diesel hybrid buses, solar energy, estimation of carbon footprints, methodology used for carbon estimation /greenhouse gas reduction, social benefits of the project etc.

**4. Proposed Core Team**

The Consultant to be engaged for this consultancy service shall appoint the following team of



specialist apart from support staff:

- i. Team Leader (Public Transport Planner);
- ii. Automotive /Mechanical Engineer;
- iii. Electrical Engineer;
- iv. Structural Engineer;
- v. Architect;
- vi. Environmental Specialist;
- vii. Procurement Specialist.

## **5. Report Submission**

The consultant shall provide following reports each page duly signed by key expert and team leader:

- i. Technical and Functional Specification of Diesel Hybrid Buses and Electric Buses;
- ii. Detailed Construction Drawings of Depot and Solar System;
- iii. Tender documents including all annexure, agreement, payment schedule etc. Both for Civil Works, Solar and Bus Manufacturing;
- iv. Technical and Financial Bid evaluation report;
- v. Monthly progress report;
- vi. Factory Acceptance Report and Site Acceptance Report;
- vii. Business Model Report;
- viii. Land Identification Report;
- ix. Capital, Operation and Maintenance Cost Report including Financial Model report for O&M costing;
- x. Chamkani and Mall of Hayatabad Depot Report on conversion to fit for Electrical Buses;
- xi. Environmental Report.
- xii. All BoQs, unit rate or any other data shall be handed over to TransPeshawar in editable source file.

## **6. Deliverables**

The consultant shall be responsible for following deliverables:

- i. Report on final bus specifications of Diesel-Electric Hybrid and Electric buses and technical report;
- ii. Land identification and feasibility report for bus Depot;
- iii. Depot design package (conceptual and detailed construction drawings);
- iv. BOQs, cost estimates, and design drawings;
- v. RFP and tender documents for bus manufacturer procurement;
- vi. Technical Bid evaluation report for procurement of buses;
- vii. Final completion report with recommendations;

## **7. Minimum qualification and Experience required for project team**

S.No.	Positions	Qualification	Experience	Term of Reference
1.	Team Leader (Public Transport	Bachelor's/Master's in Civil Engineering,	15+ years in project	Supervise overall project activity and

	Planner)	Transport Engineering, or Urban Planning	management, public transport planning, solar project execution, and contract management	must have excellent understanding of project management and experience in execution of solar projects and contract management.
2.	Automotive /Mechanical Engineer	Bachelor's in Mechanical or Automotive Engineering	10+ years in vehicle systems design, diesel/electric bus technology, and specification drafting	Review specification of Diesel hybrid buses and draft electric bus specification.
3.	Electrical Engineer	Bachelor's in Electrical or Power Engineering	10+ years in solar power systems design and electrical depot infrastructure	Design of solar project and electrical design of depot. Must have excellent understanding and experience of solar projects design.
4.	Structural Engineer	Bachelor's in Civil/Structural Engineering	10+ years in structural design of buildings and depots, experience with solar infrastructure	Design of structures/ depot. Must have excellent understanding and experience of building /depot design, solar projects design.
5.	Architect	Bachelor's in Architecture (B.Arch)	10+ years in architectural planning and design of public infrastructure like depots and buildings	Architectural design of building/ depot.
6.	Environmental Specialist	Bachelor's/Master's in Environmental Science/Engineering	5+ years in environmental assessments, social impact evaluations, and carbon footprint estimation	Evaluate environmental and social aspect of the project. Experience in estimation of carbon footprint savings.
7.	Procurement	Bachelor's in	5+ years in	Conduct

	Specialist	Procurement, Business Administration, or Engineering	procurement processes, bid evaluation, and contract management in infrastructure projects	procurement activities for the project and do contract management to the limit explained in TOR.
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## 8. Duration of Consultancy Services

Timeline from contract signing.

Sr	Deliverable	Task	Duration
1	First Report: Preliminary report covering finalizing bus specifications, complete preparation of tender documents for procurement of buses and business model report and launch of tender document.	Compliance of Task 1, Task 2, Task 6 (Partial), Task 10.	Draft reports 10 days, final reports 15 days (15 days)
2	Second Report: Land identification for depot, detailed design of depot, design of solar system and tender documents for depot construction including solar.	Task 3, Task 4, Task 5, Task 6,	2 months
3	Third Report: Interim Report covering capital costs, operation and maintenance cost, environment report, and Chamkani/ MOH depot cost report, Evaluation of Bids	Task 7, Task 9, Task 11, Task 12	3 months
4	Fourth Report: Testing & Commissioning Report including Prototype testing	Task 8	Linked with prototype readiness and arrival of buses 6 to 20 months
5	Fifth Report: Final report covering all tasks and responsibility of the Terms of References.		20 months
	<b>Total</b>		<b>20 months</b>

## 9. Delivery and Payment Schedule

TransPeshawar will make payments to consultant against following deliverable, subject to acceptance /approval of deliverable by TransPeshawar:

Sr. No.	Deliverable as mentioned in # 8	Payment Schedule Total 100%
---------	---------------------------------	--------------------------------

1	<b>First Report</b>	20 %
2	<b>Second Report</b>	20 %
3	<b>Third Report</b>	20 %
4	<b>Fourth Report</b>	20 %
5	<b>Fifth Report</b>	20%

## **Section 6. Conditions of Contract and Contract Forms**

Consultant's Services

**(Lump-Sum)**

**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Project Name** \_\_\_\_\_

**[Loan/Credit/Grant/ ADP] No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
***[Name of the Procuring Entity]***

**and**

\_\_\_\_\_  
***[Name of the Consultant]***

**Dated:** \_\_\_\_\_

## Form of Contract

### LUMP-SUM

*[Text in brackets [ ] in italics is for guidance purposes and should be deleted in the final text]*

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Entity or Recipient]* (hereinafter called the “Procuring Entity”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows:]* “...(hereinafter called the “Procuring Entity”) and, on the other hand, a Joint Venture/ Consortium (name of the JV/ Consortium) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Entity for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).

#### WHEREAS

- (a) the Procuring Entity has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Procuring Entity that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract, supplementing without violating the General Conditions;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price
    - Appendix D: Form of Advance Payments Guarantee (if applicable)

Appendix E Code of Conduct (ES) **[Note to Procuring Entity: to be included for supervision of infrastructure Contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high] (If applicable)**

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Appendices: Appendix A; Appendix B; Appendix C; Appendix D and Appendix E **[Note to Procuring Entity: to be included for supervision of infrastructure (such as Plant or Works) Contracts and for other consulting service where the social risks are substantial or high];** . Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.  
For and on behalf of *[Name of Procuring Entity]*

---

*[Authorized Representative of the Procuring Entity – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture/ Consortium]*

---

*[Authorized Representative of the Consultant – name and signature]*

*[For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture/ Consortium]*

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture/ Consortium]*

*[add signature blocks for each member if all are signing]*





## General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the jurisdiction of the province of Khyber Pakhtunkhwa or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Bidder”** means Consultant, Contractor, JV/ Consortium, firm, company or an organization who or which undertakes to supply goods, services or works; the terms are interchangeable;
- (c) **“Consultant”** means a consulting firm or Consulting Company as the case may be;
- (d) **“Contract”** means an agreement enforceable by law;
- (e) **“Contractor”** means a firm, company, a Joint Venture/Consortium or firms or companies who undertake to supply goods, services or works;
- (f) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its Contract, including the staff, labor and other employees of the Contractor and each Sub-Contractor; and any other personnel assisting the Contractor in the execution of the Contract to be supervised by the Consultant (if applicable).
- (g) **“Day”** means calendar day unless indicated otherwise.
- (h) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or JV/ Consortium member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (k) **“GCC”** means these General Conditions of Contract.
- (l) **“Government”** means the provincial Government of Khyber Pakhtunkhwa and Govt. of Islamic Republic of Pakistan, as the case may be;
- (m) **“Joint Venture (JV)”** means an association distinct from that of its

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

- (n) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (o) **“Local Currency”** means the currency of Pakistan
- (p) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.
- (q) **“Party”** means the Procuring Entity or the Consultant, as the case may be, and **“Parties”** means both of them.
- (r) **Procuring Entity** means: - TransPeshawar (The Urban Mobility Company).
- (s) **Procuring Entity’s Personnel** refers to the staff, labor and other employees (if any) of the Procuring Entity engaged in fulfilling the Procuring Entity’s obligations under the Contract; and any other personnel identified as Procuring Entity’s Personnel, by a notice from the Procuring Entity to the Consultant.
- (t) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-ridden.
- (u) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (w) **“Sub-Contractors”** means an entity to whom/which the Consultant sub Contracts any part of the Services while remaining solely liable for the execution of the Contract.
- (x) **“Third Party”** means any person or entity other than the Government, the Procuring Entity, the Consultant or a Sub-

Consultant.

- 2. Relationship between the Parties** 2.1. The Consultant shall be responsible to the Procuring Entity for the satisfactory work done as per the Contract agreement. He shall also be held responsible for the services provided by him as per rule 29 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014. This Contract shall govern the relationship between the Procuring Entity and the Consultant.
- 3. Law Governing Contract** 3.1. The Contract shall be governed and interpreted in accordance with the laws of the province of Khyber Pakhtunkhwa and Islamic Republic of Pakistan, unless otherwise specified in **SCC**.
- 4. Language** 4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Entity, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5. Headings** The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 5.1. Reports to be submitted by the Consultants as part of the assignment shall be in the English language.
- 6. Communications** 6.1. Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the **SCC**.
- 6.2. A notice, request or consent shall be effective 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 **SCC**.
- 7. Location/Site** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Procuring Entity's country or elsewhere, as the Procuring Entity may approve.
- 8. Authority of Member in** 8.1. In case the Consultant is a Joint Venture or a Consortium, the members hereby authorize the member specified in the **SCC** to act on

<b>Charge</b>	their behalf in exercising all the Consultant's rights and obligations towards the Procuring Entity under this Contract, including without limitation the receiving of instructions and payments from the Procuring Entity.
<b>9. Authorized Representatives</b>	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Entity or the Consultant may be taken or executed by the officials specified in the <b>SCC</b> .
<b>10. Fraud and Corruption</b>	<p>10.1 Khyber Pakhtunkhwa Public Procurement Regulatory Authority requires that Procuring Entities (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed Contracts, observe the highest standard of ethics during the procurement and execution of such Contracts.</p> <p>10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-Contractors, sub-Contractors, Consultants, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Entity.</p> <p>10.3 Any communications between the Bidder and the Procuring Entity related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.</p> <p>10.4 Procuring Entity will reject proposal, if it is established that the Bidder was engaged in corrupt practices in competing for the Contract. The corrupt practices means and includes, but not limited to, the practices as are provided in rule 44(2) of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.</p> <p>10.5 Procuring Entity will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions of rule 44(1) of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014.</p>
<b>a. Commissions and Fees</b>	10.1. The Procuring Entity requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must

include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Entity's issuance of notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract does not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty-two (22) days written notice to the other Party, cancel the Contract.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and other experts/ personnel required for carrying out the Services after the Effective Date as specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Except as set out elsewhere in this Agreement, no modification, amendment, addendum or variation to the Agreement shall be effective or binding, unless it:
- 16.1.1. is made in writing; and
  - 16.1.2. expressly sets out the modification, amendment, addendum or variation to in accordance with the Contract; and
  - 16.1.3. refers to the Contract; and
  - 16.1.4. is signed and dated by a representative of each Party
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a

Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, terror attack, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Contractors or agents or employees such as: any grenade attack or bomb explosion or armed attack which could have been prevented by taking better security measures, provided Security of the site is indicated in the Contract as Consultant responsibility; (ii) any event which a diligent Party is reasonably expected to anticipate and take into account before entering into the Contract or for which precautionary measures could have been taken or any hurdles could have been avoided or overcome in carrying out the contractual obligations.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such

event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Entity, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Entity, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 45 & 46.

## **18. Suspension**

18.1. The Procuring Entity may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

### **a. By the Procuring Entity**

19.1.1. The Procuring Entity may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Entity shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60)



calendar days' written notice in case of the event referred to in (e); at least five (5) calendar days' written notice in case of the event referred to in (f); and, on 24 hours written/ electronic notice, or as mentioned in the SCC, in case of event referred to in (g):

- (a) If the Consultant fails to rectify a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant (or, if the Consultant consists of more than one entity) or if any of its members becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) 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) calendar days;
- (e) If the Procuring Entity, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13;
- (g) If the Consultant fails to submit deliverables and delays such satisfactory submission for more than 48 hours in emergency/ urgent nature cases or as mentioned in the Contract.

19.1.2. Furthermore, if the Consultant, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the  
Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Entity, in case of the occurrence of any of the

events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Entity fails to pay any money due to the Consultant, for satisfactory work, pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within thirty (30) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Entity fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.1.
- (d) If the Procuring Entity is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Entity of the Consultant's notice specifying such breach.

**c. Cessation  
of Rights  
and  
Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation and (iv) any right or liability which a Party may have under the Law/ Rules.

**d. Cessation  
of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the

Procuring Entity, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

**C. OBLIGATIONS OF THE CONSULTANT**

**20. General**

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-Contractors, as per Contract, as are required to carry out the Services.

20.3. The Consultant may sub-contract part of the Services to an extent and with such Key Experts and Sub-Contractors as may be approved in advance by the Procuring Entity.

**b. Law Applicable to Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Laws of the province of Khyber Pakhtunkhwa and Islamic Republic of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-Contractors, comply with the Applicable Law.

**21. Conflict of Interests**

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

interests.

- a. **Consultant Not to Benefit from Commissions, Discounts, etc.** 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 43) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Contractors, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment or gift or illegal gratification or bribe.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Entity on the procurement of goods, works or services, any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Entity.
- b. **Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 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-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. **Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Contractors not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. **Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Contractors shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Entity, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Procuring Entity, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as provided by the Applicable Law.

**24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at its (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Contractors to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its agents (where declared or not), Sub-Contractors, sub-Contractors, Consultants, suppliers, and personnel, to permit, the Procuring Entity to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or Contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Procuring Entity. The Consultant's and its Sub-Contractors' and sub-Contractors' attention is drawn to Sub-Clause 10.1 (regarding Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to Contract termination.

**26. Reporting Obligations**

26.1 The Consultant shall submit to the Procuring Entity the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix, including maintain a dashboard for monitoring progress.

**27. Proprietary Rights of the**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans,

**Procuring  
Entity in  
Reports  
and  
Records**

databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Entity in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Entity. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Entity, together with a detailed inventory thereof. Subject to prior approval of the Procuring Entity, the Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Entity's prior written approval to such agreements, and the Procuring Entity shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment,  
Vehicles  
and  
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Entity, or purchased by the Consultant wholly or partly with funds provided by the Procuring Entity, shall be the property of the Procuring Entity and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Entity an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Entity's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Entity in writing, shall insure them at the expense of the Procuring Entity in an amount equal to their full replacement value.

**29. Code of Conduct**

29.1 The Procuring Entities and the Consultant are bound to follow the Code of Ethics issued by the Authority.

**D. CONSULTANT'S EXPERTS AND SUB-CONTRACTORS**

**30. Description of  
Key Experts**

30.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**31. Replacement of Key Experts**

31.1 Except as the Procuring Entity may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, as agreed by the Procuring Entity, and at the same rate of remuneration.

**32. Removal of Experts or Sub-Contractors**

32.1 If the Procuring Entity finds that any of the Experts or Sub-Consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Entity determines that a Consultant's Expert or Sub-Consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Entity's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Contractors is found by the Procuring Entity to be incompetent or incapable in discharging assigned duties, the Procuring Entity, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-Contractors shall possess better qualifications and experience and shall be acceptable to the Procuring Entity.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

**E. OBLIGATIONS OF THE PROCURING ENTITY**

**33. Assistance and Exemptions**

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



**34. Access to  
Project Site**

34.1 The Procuring Entity, warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services Subject to necessary approvals. The Procuring Entity will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub- Contractors or the Experts of the either of them.

**35. Change in the  
Applicable Law  
Related to Taxes  
and Duties**

35.1 If, after the date of this Contract, there is any change in the applicable law in the country 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 hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

**36. Services,  
Facilities and  
Property of the  
Procuring  
Entity**

36.1 The Procuring Entity shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**37.  
Counterpart  
Personnel**

37.1 The Procuring Entity shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Entity with the Consultant's advice, if specified in **Appendix A**.

37.2 If professional and counterpart personnel support fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Entity may take appropriate measures in this regard in the interest of the Contract.

**38. Payment  
Obligation**

38.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Entity shall make such payments to the Consultant for the satisfactory completion of deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

## **F. PAYMENTS TO THE CONSULTANT**

- |                                |  |
|--------------------------------|--|
| <b>39. Contract Price</b>      | 39.1 The Contract price is fixed and is set forth in the <b>SCC</b> .<br>The<br>Contract price breakdown is provided in <b>Appendix C</b> .  |
| <b>40. Taxes and Duties</b>    | 40.1 The Consultant, Sub-Contractors and Experts are responsible for meeting any and all tax liabilities, direct and indirect, arising out of the Contract unless it is stated otherwise in the <b>SCC</b> . |
| <b>41. Currency of Payment</b> | 41.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.   |

## **42. Mode of Billing and Payment**

42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.

42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

42.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Entity in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Procuring Entity shall have approved in writing. The advance payments will be set off by the Procuring Entity in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

42.2.2 *The Lump-Sum Installment Payments.* The Procuring Entity shall pay the Consultant within thirty (30) days after the satisfactory receipt by the Procuring Entity of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Entity does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Entity shall provide comments to the Consultant within the same thirty (30) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Entity, including the completion of the defect liability period and/ or the warranty period, if applicable. The Services shall then be deemed completed and finally accepted by the Procuring Entity. The last lump-sum installment shall be deemed approved for payment by the Procuring Entity within thirty (30) calendar days after receipt of the final report by the Procuring Entity unless the Procuring Entity, within such thirty

(30) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

42.2.4 With the exception of the final payment under 42.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

#### **43. Deleted**

43.1 Deleted

### **G. FAIRNESS AND GOOD FAITH**

#### **44. Good Faith**

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

### **H. SETTLEMENT OF DISPUTES**

#### **45. Arbitration**

45.1 Any dispute of any kind whatsoever shall arise between the Procuring Entity and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940 or any other prevailing law regulating arbitration in Peshawar Pakistan to be conducted by single arbitrator appointed with mutual consent of the parties. Place of arbitration shall be Peshawar Pakistan and the language shall be English.

45.2 Notwithstanding the foregoing, PE retains the right to seek injunctive relief or other equitable remedies from any court of competent jurisdiction to protect or address any of its rights and/or other matters requiring immediate injunctive relief or other equitable

remedies. Such a request for injunctive relief or other equitable remedies shall not be deemed incompatible with, or a waiver of, the right to arbitrate disputes.

45.3 The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Agreement.

## **I. PERFORMANCE SECURITY**

### **46. Performance Security**

46.1 The Consultant shall ensure that it maintains with the Procuring Entity an irrevocable, unconditional and valid Performance Security for the due and punctual fulfilment of all obligations under the Contract, in the form and to the amount forms until the Consultant has fulfilled all of its obligations under the Contract. The Consultant shall deliver to the Procuring Entity, within 07 days of issuance of Letter of Award/Acceptance, the duly executed Performance Security in shape, currency, and amount as mentioned under SCC.

46.2. In case of Bank Guarantee, it shall have a term of [one (1) year] and shall be renewed or replaced, till completion of the Contract. Such renewed or replacement of Bank Guarantee shall be delivered to the Procuring Entity no later than fifteen (15) days prior to the expiry of the existing Bank Guarantee. The Procuring Entity shall return the previously provided Bank Guarantee to the Consultant within ten (10) days of the receipt of the replacement Bank Guarantee.

46.3. In case of bank guarantee, the Performance Security shall be issued by a scheduled bank of Pakistan.

46.4. If the Consultant fails to provide the Procuring Entity with a replacement Bank Guarantee as required under the Contract, the Procuring Entity may (without prejudice to its other remedies) immediately liquidate the submitted Bank Guarantee.

46.5. If the Performance Security is partially liquidated, the Consultant is obliged to replenish the Performance Security in full within seven (7) days of the date of any liquidation thereof. If the Consultant fails to replenish the Performance Security in accordance with this Clause, this shall constitute a material breach of the Contract and the Procuring Entity shall be entitled to liquidate the remainder of the Performance Security and terminate the Contract pursuant to the Contract.

46.6. Subject to the fulfilment by the Consultant of all of its obligations under this Agreement, the Performance Security will be released by the Procuring Entity within thirty (30) days after completion of contract, in accordance with terms and conditions of the Contract, subject to receipt of request by the Consultant for such release.

46.7. All fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Security shall be borne by the Consultant.

46.8. The proceeds of performance security shall be used solely to cover losses or damages, including any liquidated damages, resulting from the Consultant's failure to deliver the required outputs or to perform in accordance with the agreed contractual terms and/or Terms of Reference. This shall not preclude the Procuring Entity from pursuing other remedies available under the contract or at law for breach of contract.

## Special Conditions of Contract

*[Notes in italics in brackets [ ] are for guidance purposes only and should be deleted in the final text of the signed Contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the laws of the Islamic Republic of Pakistan and province of Khyber Pakhtunkhwa.</b>
4.1	<b>The language is: English</b>
6.1 and 6.2	<b>The addresses are:</b>  <u>Procuring Entity:</u>  Attention: _____ E-mail (where permitted): _____  Consultant: _____ _____ Attention: _____ E-mail (where permitted) : _____
8.1	<i>[If the Consultant consists only of one entity, state "N/A";</i> <b>OR</b> <i>If the Consultant is a Joint Venture or a Consortium consisting of more than one entity, the name of the JV/ Consortium member whose address is specified in Clause SCC6.1 should be inserted here.]</i> <b>The Lead Member on behalf of the JVI Consortium is _____</b> _____ <i>[insert name of the member]</i>
9.1	<b>The Authorized Representatives are:</b>  <b>For                      the                      Procuring                      Entity:</b> <i>[name, title]</i> _____
	<b>For the Consultant: <i>[name, title]</i> _____</b>
11.1	"N/A"

12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be <i>four months</i></p>
13.1	<p><b>Commencement of Services:</b></p> <p>The number of days shall be <i>seven</i>.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Entity in writing as a written statement signed by each Key Expert.</p>
14.1	<p><b>Expiration of Contract:</b></p> <p>The time period shall be <i>20 months]</i></p>
21 b.	<p>The Procuring Entity reserves the right to determine on a case-by- case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance:</b>  <i>The Consultant shall maintain Professional Liability Insurance (PLI) with a coverage equal to One (01) time the total contract amount for a period extending up to two (2) year after contract completion or the date of acceptance of the final deliverable, whichever is later.</i></p>



27.2	<b>The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Procuring Entity.</b>
29	The Consultant is “required” to have a Code of Conduct for Experts as per the policy of the concerned Procuring Entity.
33.1	The PE will use it best efforts to provide such assistance and exemptions as specified in the Terms of Reference.
39.1	<p><b>The Contract price is: PKR_____inclusive of taxes.</b></p> <p><b>The amount of such taxes is _____</b><i>[insert the amount as finalized in the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
42.2	<p><b>The payment schedule:</b></p> <p><i>Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A</i></p>
42.2.1	<b>Not Applicable</b>
42.2.2	<b>The accounts are:</b>
46.1	The performance security shall be payable in PKR to the amount of 10% of the Contract Price in shape of Bank Guarantee on prescribed Form of Bank Guarantee or CDR/DD in the name of CEO TransPeshawar.



## **Appendices**

### **APPENDIX A – TERMS OF REFERENCE**

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Entity and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Entity's input, mode of verification of the satisfactory completion of the deliverables, counterpart personnel assigned by the Procuring Entity to work with the Consultant's team; specific tasks or actions that require prior approval by the Procuring Entity etc.]*

*Insert the text based on the Section 5 (Terms of Reference) of the ITC in the RFP and modifications, if any, based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]*

.....

### **APPENDIX B - KEY EXPERTS**

*[Insert a table based on Form TECH-56 of the Consultant's Technical Proposal and finalized in the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

### **APPENDIX C – BREAKDOWN OF CONTRACT PRICE**

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on Form FIN-3 and FIN-4 of the Consultant's Proposal and reflect any changes agreed in the Contract negotiations, if any. The footnote shall list such changes made to Form FIN-3 and FIN-4 at the negotiations or state that none has been made.]*

## **Affidavit of Integrity Pact**

(In case of Joint Venture signed and submitted by all joint venture partners)

\_\_\_\_\_ [Name of Consultant] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of Pakistan) through any corrupt and fraudulent business practice.

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

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

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

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

Name of Authorized Representative

Designation

Sign of Authorized Representative

Name of Consultant with Seal

Date