

**REQUEST FOR PROPOSAL (RFP)**

**For**

**Hiring of Consultant for Detailed Design Review /Approval and Supervision of Establishment of  
Solar Park in Chamkani Depot, Peshawar BRT**

**Date: August 29, 2025**

## **REQUEST FOR PROPOSAL**

RFP No.: TPC/OPS/NCB/CS/DRCS/2025-26/001

**Hiring of Consultant for Detailed Design Review /Approval and Supervision of Establishment of  
Solar Park in Chamkani Depot, Peshawar BRT**

***TransPeshawar***

**Issued on: *August 29, 2025***

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## Section 1: Letter of Invitation

1. TransPeshawar (The Urban Mobility Company) invites proposals to provide the consulting services for **"HIRING OF CONSULTANT FOR DETAILED DESIGN REVIEW AND SUPERVISION/APPROVAL OF ESTABLISHMENT OF SOLAR PARK IN CHAMKANI DEPOT, PESHAWAR BRT"**. Details about the required services are provided in Section 6: Terms of Reference.
2. The Consultant will be selected using a Single Stage - Two Envelope Process and procedures described in this RFP, in accordance with the Khyber Pakhtunkhwa Procurement Regulatory Authority (KPRA) Rules which may be downloaded from TransPeshawar website.
3. The RFP includes the following additional documents:
  - i. Section 2 - Instructions to Consultants (including Data Sheet)
  - ii. Section 3 - Technical Proposal - Standard Forms
  - iii. Section 4 - Financial Proposal - Standard Forms
  - iv. Section 5 - Eligible Countries
  - v. Section 6 - Terms of Reference
  - vi. Section 7 - Technical Evaluation Criteria
  - vii. Section 8 - Agreement
4. It is mandatory for bidders to submit proposals using the Standard Forms furnished in Section 3 and Section 4 of this RFP. Proposals that are not submitted in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit shall be given in the relevant section of the evaluation.
5. All Consultants shall submit Bid Security to the amount of PKR.64,000 in the shape of a Call Deposit Receipt/Demand Draft/Pay Order, issued by a bank scheduled in Pakistan, in favor of **"Chief Executive Officer TransPeshawar"**, in Pak Rupees (PKR), sealed in envelope, in original, in hard form, on or before the closing date to the Procuring Entity on the given address. The bidders shall also place a copy (in soft form) of bid security in PDF within technical proposal submitted through EPADS. Failure of Consultant to submit bid security of requisite shape, form and amount shall lead to disqualification/non-responsiveness of Consultant and Financial Proposal will be returned unopened to the Consultant.
6. All consultants shall submit the following documents/information as part of their proposal as pre-requisite;
  - i. Certificate of registration of the firm or company with Registrar of Firms or with SECP (applicable to each member in case of JV);
  - ii. Valid Registration with Pakistan Engineering Council in relevant category (Renewable energy sources and Systems 1210) (Applicable to lead member in case of JV);
  - iii. Memorandum(s) of Understanding between the lead member and associate(s) to substantiate the forming of JV (if applicable);
  - iv. Copy of Registration with FBR for Income Tax and reflected on active taxpayer list (applicable to each member in case of JV);
  - v. Copy of registration with KPRA for sales tax on services and proof of active tax payer (applicable to each member in case of JV);
  - vi. Audited annual financial statements for the last three (03) years (2022, 2023, 2024);
  - vii. An Affidavit that the firm is not blacklisted or debarred by any Government / Semi-Government / Autonomous/ International Body (applicable to each member in case of JV)
7. The consultants should submit details of three (03) of their most relevant assignments (completed or ongoing) (meet individually or collectively by all partners in case of JV) for technical evaluation using the format prescribed in Section 3 of this RFP. Assignments submitted beyond the given

number will not be considered.

8. CVs of key personnel corresponding to the list provided in the Data Sheet must be submitted to provide details of three (03) relevant projects undertaken by the individual in the past. Assignments submitted beyond the given number will not be considered.

9. The Procuring Entity shall hold a pre-proposal conference at its office as mentioned in the data sheet. Interested Consultants are strongly encouraged to attend the pre-proposal conference.

## Section 2. 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 or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture 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 2 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 during bidding process and, in the event joint venture is awarded the Contract, during contract execution 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 2 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 6 of the RFP) means the Terms of Reference that explains 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: a Consultant (including its Experts and Sub-Contractors) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring 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 Procuring Entity 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 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 eligibility requirements as 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 5 (Eligible Countries).

**c. Restrictions for Government-Owned**

6.3.3 Government-owned enterprises shall be eligible only if they 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.

## Enterprises

### d. Restrictions for public employees

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:

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

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

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

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

## B. Preparation of Proposals

### 7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### 8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring 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.

### 9. Language

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 **Data Sheet**.

### 10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Contract, the Procuring Regulatory Framework regarding corrupt practices.

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

### 11. Only One Proposal

11.1 The Consultant (including 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.

**b. Performance  
security**

12.4 The successful Consultant's Proposal Bid Security will be discharged upon signing of the Contract with the Successful Consultant, and furnishing the performance security as specified in **Data Sheet**.

12.5 A Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Entity for the period of time indicated in the **Data Sheet** along with forfeiture of bid security:

(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.11 or

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

(i) sign the Contract, or

(ii) furnish the required performance security

**c. Extension of  
Validity Period**

12.6 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.

12.7 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.

12.8 The consultant has the right to refuse to extend the validity of its proposal, without forfeiture of his bid security, in which case such proposal will not be further evaluated.

**d. Substitution of Key Experts at Validity Extension**

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

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

**e. Sub-Contracting**

12.14 Sub-contracting of whole of the Services is not allowed.

**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 as indicated in **Data Sheet**. Any request for clarification must be sent through EPADS. 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. 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.

13.2 The Consultant who has already submitted the Proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP or even otherwise at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**14. Preparation of Proposals**

14.1 An Association (Joint Venture/ Consortium or Sub- Contractors) will only be allowed if expressly mentioned in the 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 bidder 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 Work.

**15. Technical Proposal  
Format and  
Content**

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

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

15.3 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**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 Technical Proposal and Financial Proposal in accordance with Clause 10 (Documents Comprising Proposal). The submission of proposal shall be through EPADS on or before the deadline as indicated in **Data Sheet**.

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. 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 Once signed and stamped, each Proposal (Technical and Financial) shall be scanned and compiled into separate **PDF files**.

17.5 The files shall be clearly named as:

- *“Technical Proposal for [Name of Assignment] – [Name of Consultant]”*

- *“Financial Proposal – [Name of Assignment] – [Name of Consultant]”*

17.6 If more than one version of a file is uploaded, the version most recently uploaded **before the deadline** will be considered the **Final/Original Proposal**.

17.7 Physical sealing of proposals is not required. However, Consultants must ensure that Technical and Financial Proposals are uploaded in **separate clearly named PDF files** as stipulated above. Apart from the electronic submission the following document (s) shall be submitted physically (in hard form), on the address as indicated, on or before the deadline for submission of proposals.

i. Original Bid Security

**Procuring Entity Address:**

Attention: Chief Executive Officer (CEO), TransPeshawar

Address: TransPeshawar (The Urban Mobility Company), First Floor KPUMA Building Near Main BRT Depot, Chamkani, GT Road, Peshawar, KPK, Pakistan

17.8 Any document required in original form (e.g., bid security etc.) shall be sealed in an envelope, clearly marked with:

- Bidder's name and address;
- Title of the assignment; and
- The words “Original Bid Security for [Name of Assignment]”.

## 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 the 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 procurement committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives, who choose to attend, on the date and time as indicated in the **Data Sheet**).

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 bid security; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate.

## **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 procurement 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 Procuring Entity 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 procurement 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. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.



<b>24. Correction of Errors</b>	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.
<b>a. Time-Based Contracts</b>	24.1.1 If a Time-Based Contract form is included in the RFP, in case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Entity's procurement 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>	24.2 If a Lump-Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal. The total price, 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 Consultant price for the Services shall be inclusive of all Applicable taxes and deduction shall be made by TransPeshawar in accordance with the Applicable Law
<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.
	<b>D. Negotiations and Award</b>
<b>28. Negotiations</b>	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.
<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. Technical negotiations**

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.

**c. Financial Negotiations**

28.6 No financial Negotiations shall be allowed except as provided in KP Procurement Rules, 2014.

**29. Conclusion of Negotiations**

29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Procuring 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 Grievance Period: The contract shall not be awarded earlier than the expiry of the Grievance Period. The Grievance period shall be ten (10) days. The Grievance period commences the day after the date the 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 Consultants shall submit Bid Security to the amount of PKR.64,000 in the shape of a Call Deposit Receipt/Demand Draft/Pay Order, issued by a bank scheduled in Pakistan, in favor of "Chief Executive Officer TransPeshawar", in Pak Rupees (PKR), sealed in envelope, in original, in hard form, on or before the closing date to the Procuring Entity on the given address by hand or through surface mail. The consultant shall also place a copy (in soft form) of bid security in PDF within technical proposal submitted through EPADS. Failure of Consultant to submit bid security of requisite manner, shape, form and amount shall lead to disqualification/non-responsiveness of Consultant and Financial Proposal of the consultant will be returned unopened.

30.2 Release of bid security of unsuccessful bidders should be after submission of performance security by the successful bidder.

30.3 The Bid Security is required to protect the Procuring Entity against the risk of Consultant's conduct which would entitle the Procuring Entity for forfeiture of bid security.

30.4 Any Proposal not accompanied by a Bid Security shall be rejected by the Procuring Entity as non-responsive.

30.5 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.

### **31. Stamp Duty**

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

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

<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>Procurement Ref. No.</b> TPC/OPS/NCB/CS/DRCS/2025-26/001</p> <p><b>Name of Services:</b> Hiring of Consultant for Detailed Design Review/Approval and Supervision of Establishment of Solar Park in Chamkani Depot, Peshawar BRT</p> <p><b>Method of selection:</b> Quality and Cost Based Selection (QCBS)</p>
<b>2.2</b>	The Consultants are required to submit both Technical Proposal and Financial Proposal in separate PDF files in accordance with ITC 17.
<b>2.3</b>	<p>Pre-bid meeting will be held as per following details:</p> <p><b>Date:</b> September 10, 2025, 11:30 AM (PST)</p> <p><b>Address:</b> 1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, Main GT Road, Peshawar, KPK, Pakistan</p>
<b>2.4</b>	<b>The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> RFP document / contract to be signed with the Contractor to Establish Solar Park in Chamkani Depot (if demanded by consultants) and all the data relating to activities as per the TOR's, if available/required.
<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) Valid and active NTN &amp; Sales tax on services with KPRA; applicable to each member in case of JV.</li> <li>(c) Valid Registration with Pakistan Engineering Council in relevant category (Renewable energy sources and Systems 1210) (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) Completed or ongoing at least three (03) most relevant projects with public/ private sector (meet individually or collectively by all partners in case of JV).</li> </ul>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p>The <b>language of the Bid</b> is <i>English</i>.</p> <p>All correspondence shall be in English</p>
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b>Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>1. Power of Attorney to sign the Proposal</li> <li>2. Integrity Pact on Duly notarized Stamp paper of PKR 150 or above;</li> </ul>

	<ol style="list-style-type: none"> <li>3. Copy of Bid Security in accordance with ITC 30</li> <li>4. Memorandum(s) of Understanding between the lead member and associate(s) to substantiate the forming of JV (if applicable);</li> <li>5. Valid Registration with Pakistan Engineering Council in relevant category (Renewable energy sources and Systems 1210).</li> <li>6. Audited annual financial statements for the last three (3) years (2022, 2023, 2024);</li> <li>7. Documentary proof/relevant documents for eligibility of Consultant in Accordance with ITC 6.1</li> <li>8. TECH-1</li> <li>9. TECH-2</li> <li>10. TECH-3</li> <li>11. TECH-4</li> <li>12. TECH-5</li> <li>13. TECH-6</li> <li>14. TECH-7</li> <li>15. TECH-8</li> <li>16. TECH-9</li> </ol> <p><b>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> <li>(5) FIN-5</li> </ol>
<b>10.2</b>	The Consultant shall submit an Integrity Pact on Stamp paper of PKR 150 or above and duly notarized.
<b>12.1</b>	Proposals shall be valid for 150 days
<b>12.7</b>	The successful consultant shall be under an obligation to submit performance security 10% of contract price in the form of CDR/DD/PO/ Bank Guarantee within 10 days of issuance of Letter of Award by PE.
<b>12.8</b>	The consultant will be ineligible to bid for a period of 5 years.
<b>13.1</b>	Clarifications may be requested till September 08, 2025 via EPADS.
<b>14.2</b>	The Contract shall be "Lump Sum" Contract and the method of Selection shall be Quality and Cost Based Selection.
<b>14.3</b>	"Lump sum Contracts", total available budget of the assignment is Rs 3.19 million, with inclusive of all taxes (Income Tax and sales tax on services) at the prevalent rates. Withholding of taxes shall be made in accordance with Applicable Laws of Pakistan.
<b>15.3</b>	<p>The Consultant shall be required to submit Full Technical Proposal in accordance with Request for Proposal Documents.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<b>16.1</b>	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. Financial proposal shall include breakdown of cost on given formats provided in Section 4 for information purposes only. This breakdown shall not be used for financial evaluation or payment purposes.
<b>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: Not applicable
<b>16.3</b>	The currency for proposal is Pakistani Rupees. (PKR)

<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<b>The deadline for submission of Proposals is:</b> <b>Date:</b> September 17, 2025 <b>Time:</b> 11:30 AM (PST)
<b>19.1</b>	<b>Technical Proposals shall be opened on:</b> <b>Date:</b> September 17, 2025 <b>Time:</b> 12:00 PM (PST)
<b>21.1</b>	In first instance eligibility of the consultants in accordance with criteria stipulated under ITC 6.1 shall be assessed. The Consultants not meeting eligibility requirements shall be rejected as non-responsive and will not be consider for detailed technical evaluation as per criteria, sub-criteria and point system given below for evaluation of Technical Proposal.

21.1	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are as per section 7:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Company Profile:</td><td style="text-align: right;">[100]</td></tr> <tr> <td>    a) Number of similar assignments</td><td style="text-align: right;">[40]</td></tr> <tr> <td>    b) Value of similar assignments</td><td style="text-align: right;">[40]</td></tr> <tr> <td>    c) Organizational structure</td><td style="text-align: right;">[10]</td></tr> <tr> <td>    d) Financial Capability</td><td style="text-align: right;">[10]</td></tr> <tr> <td></td><td style="text-align: right;">Total = A<sub>1</sub></td></tr> <tr> <td>(ii) Project Team:</td><td style="text-align: right;">[100]</td></tr> <tr> <td>    a) Team Leader</td><td style="text-align: right;">[40]</td></tr> <tr> <td>    b) Electrical Engineer</td><td style="text-align: right;">[30]</td></tr> <tr> <td>    c) Structure Engineer</td><td style="text-align: right;">[30]</td></tr> <tr> <td></td><td style="text-align: right;">Total = A<sub>2</sub></td></tr> <tr> <td colspan="2"> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant score:</p> <table border="0" style="width: 100%;"> <tbody> <tr> <td>1) Education and qualifications</td><td style="text-align: right;">[25]</td></tr> <tr> <td>2) Relevant background</td><td style="text-align: right;">[70]</td></tr> <tr> <td>3) Time with Consultant</td><td style="text-align: right;">[5]</td></tr> <tr> <td></td><td style="text-align: right;">Total score: 100</td></tr> </tbody> </table> </td></tr> <tr> <td>(iii) Approach &amp; Methodology:</td><td style="text-align: right;">[100]</td></tr> <tr> <td>    a) Understanding &amp; Innovativeness</td><td style="text-align: right;">[50]</td></tr> <tr> <td>    b) Methodology &amp; Work plan</td><td style="text-align: right;">[50]</td></tr> <tr> <td></td><td style="text-align: right;">Total = A<sub>3</sub></td></tr> <tr> <td colspan="2"> <p>Technical Score (St) = <math>\frac{A_1[35]}{100} + \frac{A_2[45]}{100} + \frac{A_3[20]}{100}</math></p> <p>1. The minimum technical score (St) required to pass is: <u>sixty-five (65) Points</u></p> <p>2. Minimum 50% marks are mandatory in each of (i), (ii) and (iii).</p> </td></tr> </tbody> </table>		<u>Points</u>	(i) Company Profile:	[100]	a) Number of similar assignments	[40]	b) Value of similar assignments	[40]	c) Organizational structure	[10]	d) Financial Capability	[10]		Total = A <sub>1</sub>	(ii) Project Team:	[100]	a) Team Leader	[40]	b) Electrical Engineer	[30]	c) Structure Engineer	[30]		Total = A <sub>2</sub>	<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant score:</p> <table border="0" style="width: 100%;"> <tbody> <tr> <td>1) Education and qualifications</td><td style="text-align: right;">[25]</td></tr> <tr> <td>2) Relevant background</td><td style="text-align: right;">[70]</td></tr> <tr> <td>3) Time with Consultant</td><td style="text-align: right;">[5]</td></tr> <tr> <td></td><td style="text-align: right;">Total score: 100</td></tr> </tbody> </table>		1) Education and qualifications	[25]	2) Relevant background	[70]	3) Time with Consultant	[5]		Total score: 100	(iii) Approach & Methodology:	[100]	a) Understanding & Innovativeness	[50]	b) Methodology & Work plan	[50]		Total = A <sub>3</sub>	<p>Technical Score (St) = <math>\frac{A_1[35]}{100} + \frac{A_2[45]}{100} + \frac{A_3[20]}{100}</math></p> <p>1. The minimum technical score (St) required to pass is: <u>sixty-five (65) Points</u></p> <p>2. Minimum 50% marks are mandatory in each of (i), (ii) and (iii).</p>	
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23.1	An online option of the opening of the Financial Proposals is offered: Yes																																												
26.1	Not applicable																																												
27.1	<p>The Combined Score (S) shall be calculated using the following formula:</p> $S = St \times 0.80 + Fs \times 0.20$ <p>Where:</p> <p>S = Combined Score</p> <p>St = Technical score awarded to the proposal (out of 100)</p> $Fs = (F_{min}/F) \times 100$ <p>F<sub>min</sub> = Lowest evaluated financial proposal</p> <p>F = Financial proposal under consideration</p> <p>Note: The proposal with the highest Combined Score (S) will be ranked first and</p>																																												

	considered for award of contract.
	D. Negotiations and Award
<b>28.1</b>	<p>Expected date and address for Contract negotiations: Date: will be communicated later through notification.</p> <p>_____</p> <p>Address: 1st Floor, KPUMA Building, Main BRT Depot, Opposite NHA Complex, Main GT Road, Peshawar, KPK, Pakistan</p>
<b>30.1</b>	The Bid Security shall be in the name of "Chief Executive Officer TransPeshawar"



### **SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS**

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A Consultant's Organization
  - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference provided by the Procuring Entity
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule
- TECH-9 Affidavit

## FORM TECH-1 Technical Proposal Submission Form

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{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 Proposal. We hereby agree to the term and conditions of the Request for Proposal and any addenda thereof. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

**{If the Consultant is a Joint Venture/ Consortium, insert the following:}** We are submitting our Proposal as 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 for a period of 150 days 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) 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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### A - Consultant's Organization

*[Provide here a brief (three pages) description of the background and organization of your entity (including organogram) and each associate for this assignment.]*

1. Background:
2. Chief Executive Officer
3. Board of Directors / Partners.
4. Departmental Structure.
5. Organogram

**A-I,**

Whether your firm is ISO Certified? If so provide a copy of ISO Certification.

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your entity, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]*

Assignment name:	Cost of the Project:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total number of staff-months (by your entity) on the assignment:
Start date (month/year): Completion date (if applicable): (month/year):	1. Total value of the consultancy agreement: 2. Value of consultancy services provided by your firm under the agreement (in current PKR):
Name of associated Consultants, if any:	Number of professional staff-months provided by associated Consultants:
Name of senior professional staff of your entity involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project ( <i>You may attach one extra sheet-one side only</i> ):	
Description of actual services provided by your staff within the assignment:	
1. Entity Name: ..... 2. Certificate by the Client / Employer that the work was successfully completed by the consultant (if the project is completed).	

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE  
PROVIDED BY THE PROCURING ENTITY**

**[To accept Comments and suggestion is the authority of the Procuring Entity]**

---

**On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.] (You may attach one extra sheet-one side only):*

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (Maximum 25 pages, inclusive of charts and diagrams) divided into the following three chapters:*

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

a) Technical Approach and Methodology.

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan.

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing.

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

[illegible]



## FORM TECH-6

## CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

2. **Name of Firm/Entity** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_

4. **Date of Birth**: \_\_\_\_\_ **Nationality**: \_\_\_\_\_

5. **CNIC No** (if Pakistani): \_\_\_\_\_ **or Passport No**: \_\_\_\_\_

6. **Education** :

<b>Degree</b>	<b>Major/Minor</b>	<b>Institution</b>	<b>Date (MM/YYYY)</b>

7. **Membership of Professional Associations**: \_\_\_\_\_

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]:

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

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

<b>Employer</b>	<b>Position</b>	<b>From (MM/YYYY)</b>	<b>To (MM/YYYY)</b>

### 11. Detailed Tasks Assigned

*[List all tasks to be performed under this assignment]*

### 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

1) Name of assignment or project & Location: \_\_\_\_\_ Cost of Consultancy \_\_\_\_\_  
Date of Start (Month/Year): \_\_\_\_\_ Date of Completion (Month/Year): \_\_\_\_\_ Actual  
time spent on the project: \_\_\_\_\_ in months.

Client: \_\_\_\_\_ Main project features: \_\_\_\_\_

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

Activities performed: \_\_\_\_\_

2) Name of assignment or project & Location: \_\_\_\_\_ Cost of Consultancy: \_\_\_\_\_  
Date of Start (Month/Year): \_\_\_\_\_ Date of Completion (Month/Year) \_\_\_\_\_  
Actual time spent on the project: \_\_\_\_\_ in months.  
Client: \_\_\_\_\_ Main project features: \_\_\_\_\_ Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

*[Unroll the project details group and continue numbering 3,4 & 5,]*



**13. Certification:**

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

\_\_\_\_\_  
*[Signature of staff member]* Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative (attach authority letter): \_\_\_\_\_

# FORM TECH-7 STAFFING SCHEDULE<sup>1</sup>

 Full time input  
 Part time input

Year: _____																
N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field <sup>3</sup>	Total
<b>Foreign</b>																
1		[Home] [Field]														
2																
3																
n																
												<b>Subtotal</b>				
<b>Local</b>																
1		Home] Field]														
2																
n																
												<b>Subtotal</b>				
												<b>Total</b>				

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.  
2 Duration of activities shall be indicated in the form of a bar chart

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

**FORM TECH-9**

**(AFFIDAVIT)**

*[To be printed on PKR 150 or above Stamp Paper, duly notarized. 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 *TransPeshawar* 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 *TransPeshawar*. The undersigned further affirms on behalf of the entity that:

- (i) The entity is not currently blacklisted by any public Procuring Entity in Pakistan.
- (ii) The documents/photocopies provided with proposal are authentic. In case, any fake/bogus document was found at any stage, the entity 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/entity]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the consultant*

Title of Officer: \_\_\_\_\_

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

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

#### **SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS**

*[Comments within brackets [ ] provide guidance to the Consultants for the preparation of their 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.

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses

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

---

To: *[Name and address of Client]* *[Location, Date]*

Dear Sir,

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 sum of *[Insert amount(s) in words and figures<sup>1</sup>]*. This amount is inclusive of all the applicable taxes.

Our Financial Proposal shall be binding upon us up to the expiry of the validity period of the Proposal, i.e. before the date indicated in Clause no. 12.1 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement 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: \_\_\_\_\_

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

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

\_\_\_\_\_



**FORM FIN-2 SUMMARY OF COSTS**

---

Item	Costs
	Pak Rupees
Total Costs of Financial Proposal <sup>1</sup>	

- 1 Indicate the total costs inclusive of all taxes such as sales tax etc. to be paid by the Client. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

### FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>

<b>Group of Activities (Phase):<sup>2</sup></b> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	<b>Description:<sup>3</sup></b> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>
<i>Cost component</i>	<b>Costs</b>
	Pak Rupees
Remuneration <sup>4</sup>	
Reimbursable Expenses <sup>4</sup>	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short descriptions of the activities whose cost breakdown is provided in this Form.
- 4 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5. Reimbursable expenses include costs other than man-months.

**FORM FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>**

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate (PKR) <sup>4</sup>
<b>Local Staff</b>		
		[Home]
		[Field]
<b>Foreign Staff</b>		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work. A staff-month shall in no case be less than 173.33 work-hours.

**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES**

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests/surveys.		
	Subagreements		
	Local transportation costs		
	Training of the Client's personnel		

1 Delete items that are not applicable or add other items according to Clause 3.6 of the Data Sheet.

2 Indicate unit cost.

3 Indicate route of each flight, and if the trip is one- or two-ways.

## **SECTION 5: ELIGIBLE COUNTRIES**

All the Consultants are allowed to participate in the subject procurement without regard to nationality, except Consultants of some nationality, prohibited in accordance with policy of the Government 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 6: TERMS OF REFERENCE**

### **1. Background**

TransPeshawar (The Urban Mobility Company) intends to implement renewable energy solution in Peshawar BRT system. In this regard, TransPeshawar have completed the procurement process and signed a contract for 8 months for Establishment of Solar Park (1 mw) at BRT Chamkani Depot. The project supports the organization's sustainability goals by reducing reliance on grid electricity and operational carbon footprint.

The establishment of solar park at Chamkani Depot contract is already awarded to a contractor on design, built, operate and maintenance model (Turnkey model), contract is available at TransPeshawar website. Under this consultancy, the consultant supervision is top supervision ensuring review and approval of detailed design, compliance of design, equipment inspection, verify contractor invoice payments for capital part, testing and commissioning, etc. The consultant contract will terminate after commissioning of the solar park at Chamkani Depot.

Under this consultancy, TPC requires professional consultancy services for construction/ installation supervision and payment verification for signed contract of Chamkani Depot. The following sections documents the detailed scope under this Terms of References (TORs).

### **2. Scope of Services for Contract Management, Supervision and Payment verification.**

TPC has signed contract with Contractor for installation of Solar system of 1MW at Chamkani Depot. The scope under this task includes contract management, supervision and payment verification of Chamkani depot solar system/ contract. The consultant shall perform following tasks for Chamkani Depot solar contract:

- i. Review and approval to contractor under the agreement for the detailed design submission document;
- ii. Approval of any other technical matters with prior information to TransPeshawar;
- iii. Supervision and conduct regular site inspections to ensure adherence to design specifications during implementation.;
- iv. Monitor contractor's implementation practices and quality assurance protocols;
- v. Verify installation of modules, inverters, cabling, and protection devices etc. and submit Site Acceptance Report and Installation report of delivery item and installations;
- vi. Identify and address technical issues promptly raised during implementation period;
- vii. Provide technical advice and recommendation to TPC as required during construction/ installation stages;
- viii. Verification of progress against schedule and specifications;
- ix. Verification of payments according to payment schedule and contract agreement;
- x. Maintain audit files of the project which include correspondence, changes/ deviation, amendments, clarifications, amendments etc.
- xi. Responding and approval of any technical nature to contractor from contract signing till commissioning of system. Review and approval of preliminary and detailed design of solar system, submitted by the contractor.
- xii. SAT (Site Acceptance Test) for equipment and submit compliance report.
- xiii. Supervision of commissioning and performance testing;
- xiv. Performance testing which includes system's functionality, efficiency, and energy output after it has become operational and to confirm that solar park is operating as designed and provides insights for early corrective action; and
- xv. Final acceptance, documentation, and as-built drawings.

### **3. 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 (Electrical Engineer);
- ii. Electrical Engineer;
- iii. Structural Engineer;

#### 4. Deliverables

The Consultant will be responsible to provide following deliverable or otherwise as agreed by TPC:

- i. Commissioning & Final Acceptance Report for Chamkani Depot (3 copies);
- ii. Interim and final payment signed invoices verification of Contractor;
- iii. Testing Reports; and
- iv. Final report covering summarized report of payment made, issues and future recommendations, and any other task of TOR (3 copies).

#### 5. Minimum qualification required for project team

S.No.	Positions	Qualification	Experience	Term of Reference
1.	Team Leader	Bachelors in Electrical Engineering	15 years	Supervise overall project activity and must have excellent understanding of project management and experience in execution of solar projects and contract management.
2.	Electrical Engineer	Bachelors	10 years	Design and supervision of solar project. Must have excellent understanding and experience of solar projects design, supervision and contract management.
3.	Structural Engineer	Bachelors	10 years	Design and supervision of structures. Must have excellent understanding and experience of solar projects design, supervision.

#### 6. Duration of Consultancy Services

Duration of the consultancy services are as follows from signing of contract:

Sr.N	Deliverable	Duration
1.	Report on design review	1 month
2.	Report: Contract Management and supervision leading to Testing and Commissioning of Chamkani Solar system.	12 months from the date of commencement and intimation by TPC and for the duration of the implementation period of the Chamkani Depot Solar contract.
3.	Report on each verification of invoice amount.	12 months from the date of commencement and intimation by TPC and for the duration of the implementation period of the Chamkani Depot Solar contract.

#### 7. Delivery and Payment Schedule

The breakup of remuneration for above deliverable are as follows which will be paid upon acceptance and approval of deliverable by TPC as follows: -

S.No	Deliverable	Payment Schedule
1.	Detailed design review report	10% of the contract price
2.	Interim payment upon verification of contractor invoice(s).	Supervision Cost under this deliverable shall be paid as percentage of Contractor Invoice submitted by the Consultant for payment to TPC as per formula given below: -  Percentage (Z) = $(0.9 \times Y/W) \times (100)$  Where "Y" is the contract price of consultant and "W"

		<p>is bid price / contract value of Contractor Bid (Capital Part).</p> <p>Interim payment shall be made as percentage of contractor capital part bid price (Z) after processing of contractor invoice.</p>
--	--	--

Each payment/invoice shall be subject to penalty for violations of the Contractual obligations. TPC shall invoke penalties against default as provided in table below:-

S.N	Nature of Default	Penalty
1	Failure to submit required reports as per project requirements	PKR. 5000/- per day per report/submission
2	Faulty design/drawings leading to abortive/ additional work(s)	Cost of such abortive/ additional works
3	Supervision failure resulting in faulty/defective construction approved for payment by the Consultants	PKR 100,000/- per instance
4	Penalties/damages imposed on the TPC due to delays caused by the Consultants in approval of concept, preliminary, detail design and completion of Works resulting from design/supervision delays.	As per amount of penalty/damages imposed on the TPC
5	Delay in processing the application/Certificate of payment/invoice of Contractor either due to laxity of consultants or due to error therein resulting in delayed payments.	PKR. 100,000 per instance
6	Any other non-compliance of TOR or agreement	PKR. 200,000 per instance



## SECTION 7: TECHNICAL EVALUATION CRITERIA

### 1. Technical Evaluation Criteria

Maximum points for Technical Evaluation are **100**. In the 1<sup>st</sup> stage, technical proposals will be opened. Consultants who score 65 or more in the technical evaluation will be technically successful. Bidders who fail to gain a score of 65 in technical evaluation will be disqualified. In order to qualify, bidders also need to achieve 50 or more marks in all of the three criteria ie. Company Profile, Project Team and Approach & Methodology.

Relative Weights given to the different evaluation criteria are shown in the table below:

Weight	Evaluation Criteria	Weights
$W_1$	Company Profile	35%
$W_2$	Project Team	45%
$W_3$	Approach and Methodology	20%

The Technical Score,  $St$  will then be obtained by the following formula:

$$St = A_1 * W_1 + A_2 * W_2 + A_3 * W_3$$

where,  $A_1$ ,  $A_2$  and  $A_3$  are the total component scores against company profile, project team, and Approach & Methodology criteria respectively.

The technical criteria and their details are given below:

**1.1 Company Profile:** Each consultant will be evaluated on four factors:

- a) Number of similar assignments;
- b) Value of similar assignments;
- c) Organizational profile; and
- d) Financial Capability.

	MAX SCORE
Number of similar assignments	40
Value of similar assignments	40
Organizational profile	10
Financial Capability	10

#### 1.1.1 Number of Similar Assignments

Scoring in this segment is done on the basis of the similarity of the assignments with respect to their age (how long ago they were executed). The scoring is done in four steps.

##### Step 1:

The total number of assignments ( $T_s$ ) that were requested from the consultant for technical evaluation (through the Request for Proposal) is distributed in the following table.

Similarity		Age		
		0-5 years	6-10 years	10 + years ago
	Strong			
	Medium			
	Weak			

Total number of projects ( $T_s$ ): \_\_\_\_\_

**Step 2:**

Each number in the former table (Step 1) is then multiplied with the weight in its corresponding cell from the table below:

Weight (W)		1	0.65	0.3
		0-5 years ago	6-10 years ago	10 + years ago
1	Strong	1	0.65	0.3
0.65	Medium	0.65	0.4225	0.195
0.3	Weak	0.3	0.195	0.09

**Step 3:**

The score in each box is summed up to get a total score (N) for the projects. N is then divided by Ts to get a standardized value (Ns), i.e.

$$N_s = N / T_s$$

**Step 4:**

Ns is then multiplied with the following weights according to the value of T to get the component score.

T	Weight (W)
1	0.3
2	0.65
3 or more	1

$$\text{Component Score, } A_{1,NSA} = N_s \times W \times 40$$

**1.1.2 Value of Similar Assignments**

One aspect of the firm's ability to undertake any given assignment successfully is whether the similar assignments it executed were also comparable in value to the present assignment.

**Step 1:**

The same assignments as in 1.1.1 are distributed in the following table:

Similarity		Relative size of Assignment		
		80% or more	50% - 80%	Less than 50%
	Strong			
	Medium			
	Weak			

Total number of projects (Ts): \_\_\_\_\_

**Step 2:**

Each number in the former table (Step 1) is then multiplied with the weight in its corresponding cell from the table below:

Weight (W)		1	0.65	0.3
		80% or more	50% - 80%	Less than 50%
1	Strong	1	0.65	0.3
0.65	Medium	0.65	0.4225	0.195
0.3	Weak	0.3	0.195	0.09

**Step 3:**

The score in each box is summed up to get a total score (N) for the projects. N is then divided by  $T_s$  to get a standardized value ( $N_s$ ), i.e.

$$N_s = N/T_s$$

**Step 4:**

$N_s$  is then multiplied with the following weights according to the value of T to get the component score.

T	Weight (W)
1	0.3
2	0.65
3 or more	1

$$\text{Component Score, } A_{1,VSA} = N_s \times W \times 40$$

**1.1.3 Organizational Profile**

Organizational profile will be measured by two components:

- Quality management system and
- Organizational structure.

Quality management system is marked on the basis of compliance to international quality standards such as ISO, CMM, or other relevant certifications.

Organizational structure will be marked if the entity has a well-defined departmental structure, such as Accounts, Support, Design, Sales, Quality Management, and R&D etc

Both components have equal scores, i.e. 5 points each, and will get a 0 for 'no', or a 5 for 'yes' (i.e. no partial marks), depending on whether the firm meets the given criteria.

$$\text{Component Score, } A_{1,OP} = A_{1,OP-QMS} + A_{1,OP-OS}$$

**1.1.4 Financial Capability**

For financial soundness, audited financial statements for last three financial years shall be submitted. No marks shall be given if audited financial statements of last three financial years are not attached.

In case of a Joint Venture, any one Member is required to meet the given criteria of financial soundness.

Category	Marks	Marks
Average Annual turnover for the last three financial (2022, 2023, 2024). (In case of Joint Venture, the above information is required for one member of JV only can meet condition)	10	<ul style="list-style-type: none"> <li>➤ Full marks if average annual turnover of last three financial years is PKR 5 million or above.</li> <li>➤ For average annual turnover of less than PKR 5 million and more than PKR 3 million, marks shall be awarded as per following formula: (A / 5) x 10</li> <li>➤ No marks if average annual turnover is less than PKR 3 million. "A" is average annual turnover.</li> </ul>
<b>A1,FC</b>		

$$A_{1,NFC} = A_{1,FC}/T_s$$

$$\text{Total Score, } A_1 = A_{1,NSA} + A_{1,VSA} + A_{1,OP} + A_{1,NFC}$$

**1.2 Project Team:**

This section of the evaluation rates the team nominated by the consultant to execute the assignment. For this, each CV will be evaluated separately on the basis of education and past experience. Marks for each individual are provided in Section 2: Instructions to Consultants - Datasheet 21.1.

All consultants are to be evaluated for a similar sized project team.

Each CV submitted by the consultants is evaluated on three criteria:

	Max. Scores
Relevant Education & Qualification	25
Relevant Background	70
Time with Consultant	5

**a) Education & Qualifications**

Each individual is ranked on:

Relevant Academic Qualifications	80%
Relevant Professional certification	20%

**i. Relevant Academic Qualification**

	Grade (G)
Relevant Bachelors Degree or equivalent	80
Relevant Masters Degree or equivalent	90
Relevant PhD or equivalent	100

**Sub-component score = G of 80%**

**ii. Relevant Professional Certification**

If the individual has a relevant professional certification by a recognized body that is relevant to his/her role in the assignment, full score (20%) will be given.

**b) Relevant Background**

Relevant background for each individual is evaluated on five factors:

1	Number of similar assignments (in past 10 yrs)	25%
2	Value of largest similar assignments (in past 10 yrs)	15%
3	Role in similar assignments	30%
4	Time Spent in similar assignments(in past 5 yrs)	30%

**i. Number of Similar Assignments**

The number of similar assignments, (N) listed on the individual's CV for the past 10 years will be compared with a base value (Ts=5)

**Sub-component score = (N / Ts) x 25%**

Max score awarded for this sub component is 25%.

**ii. Value of Largest Similar Assignment**

The value of the largest similar assignment listed on the individual's CV for the past 10 years is compared to the present assignment. The grading is then done according to the following table:

Value in comparison to present assignment	Grade (G)
80%+	100
50%-80%	65
<50%	30

No Value recorded	0

**Sub-component score = G of 15%**

### iii. Role in Similar Assignments

The role of the individual in previous similar assignments listed on his/her CV is compared to the proposed role in the present assignment. The grading is then done according to the following table:

Comparison of Role	Grade (G)	Role in number of similar Project	
		2 or more	1
	Exactly similar	100	65
	Support role to similar	65	42.25
	Slightly similar	30	19.5

**Sub-component score = G of 30%**

### iv. Time Spent in Similar Assignments

Time spent by the individual on similar projects in man-months (N) in last five years will be compared with the total number of possible man-months in the past 5 years, i.e. 60 months.

**Sub-component score = (N/60) x 30%**

#### c) Time Spent with consultant

If an individual has been working with the bidding firm for 12 or more months, he/she will be given 5 marks, otherwise 0.

**A<sub>2</sub> is obtained by adding up the weighted component scores for each key personnel of the project team.**

**Note:** Similar /relevant assignments means Design and /or Supervision of Solar Project Installation for project and in case of individual role similar assignment means task assigned as per TOR.

### 1.3 Approach &Methodology:

This section will evaluate the firm's solution to the given problem, i.e. the consultancy assignment. This section, which comprises two sub sections, i.e. a) Understanding & Innovativeness, and b) Methodology, will be completed by the domain specialists.

	Max. Scores
Understanding and Innovativeness	50
Methodology	50

Each section contains several questions that can be given either of the following grades depending on the content of the technical proposal:

Grade (G)	Quality (Q)	Weight (W)
A	Excellent	1
B	Good	0.65
C	Average/Below Average	0.3
D	Absent	0

### 1.3.1 Understanding and Innovativeness

Sr No.	CRITERIA	GRADE
1	What is the depth of the consultant's understanding of the requirements and objectives of the consultancy assignment?	
2	What is the quality of the improvements to the TOR suggested by the consultant to improve the outcome of the assignment?	
3	What is the level of identification of potential risks that will affect the execution of the assignment, and what is the quality of the mitigation strategies proposed?	
4	How suitable are the assumptions made by the consultant regarding the consulting assignment?	

#### Step 1:

Each grade is converted into its weight (W) and added up to get a total score (N).

#### Step 2:

N is divided by 4, i.e. the maximum attainable score, and multiplied with the component weight to get the component score:

$$\text{Component score, } A_{3,UI} = (N/4) \times 50$$

### 1.3.2 Methodology

Sr No.	CRITERIA	GRADE
1	How in-depth is the Statement of Work: does it fully cover the scope of the assignment and is it sufficiently developed to ensure assignment completion?	
2	How developed is the Work Breakdown Structure (WBS) for the assignment?	
3	How clear is the mapping of the WBS to the given deliverables?	
4	How suitable is the Resource Assignment Matrix (RAM) and its linkage with the WBS?	
5	How suitable is the Work Plan (staffing schedule): is the resource utilization sufficient and practical?	

#### Step 1:

Each grade is converted into its weight (W) and added up to get a total score (N).

#### Step 2:

N is divided by 5, i.e. the maximum attainable score, and multiplied with the component weight to get the component score:

$$\text{Component score, } A_{3,M} = (N/5) \times 50$$

$$A_3 = A_{3,UI} + A_{3,M}$$

**Section 8:**

**Lump-Sum**

**Agreement  
FOR**

**HIRING OF CONSULTANT FOR DETAILED DESIGN REVIEW /APPROVAL AND  
SUPERVISION OF ESTABLISHMENT OF SOLAR PARK IN CHAMKANI DEPOT, PESHAWAR  
BRT**

**BETWEEN**

**TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**

**AND**

**\_\_\_\_\_ [Consultant's Name] \_\_\_\_\_**

**Date**

**PESHAWAR, PAKISTAN**

## I- FORM OF CONTRACT

This Contract (hereinafter referred to as the "contract") is made on this.....day of.....,2025.

### BETWEEN

Chief Executive Officer, TransPeshawar (The Urban Mobility Company) on the one hand, (hereinafter called the "Client" which expression shall include its successors, legal representatives and permitted assigns);

### AND

xxxxxxxxxxxxxx, xxxxxxxxx (hereinafter called the "consultant" which expression shall include the successors, legal representatives and permitted assigns)

The Client and the Consultant are herein referred to individually as a "party" and collectively as the "parties".

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto, shall be deemed to form an integral part of this Contract:
  - a) the General Conditions of Contract (GC);
  - b) the Special Conditions of Contract (SC);
  - c) Request for Proposal
  - d) Proposal of the Consultant
  - e) Letter of Award (LoA)
  - f) the following Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Personnel
    - Appendix C: Integrity Pact
2. The mutual rights and obligations of the Client 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 Client 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 in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year.



<p>Signed on behalf of TransPeshawar (The Urban Mobility Company)</p> <p>.....</p> <p>Signature</p> <p>Name:</p> <p>Chief Executive Officer, TransPeshawar (The Urban Mobility Company)</p> <p>Dated:</p>	<p>Signed by the consultant and JV Consultant (if any)</p> <p>.....</p> <p>Signature</p> <p>Name:</p> <p>Xxxxxxx XXXXXXXXXXXX Dated:</p>
<p>Witness 1:</p> <p>Signature:</p> <p>Name:</p> <p>NIC Number:</p> <p>Address:</p>	<p>Witness 1:</p> <p>Signature:</p> <p>Name:</p> <p>NIC Number:</p> <p>Address:</p>

## **II. GENERAL CONDITIONS OF THE CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) "Applicable Law" means the laws of Government of Pakistan/Government of the Khyber Pakhtunkhwa and as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of the contract (GC) are attached, together with all the documents listed in Clause I (Form of contract) of a Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of the Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan, Provincial Government(s) and/or Local Government(s)
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultant consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC is amended or supplemented;
- (m) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A;
- (n) "Sub-consultant" means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.5;
- (o) "Third Party" means any person or entity other than the Client, the Consultant or a Sub-consultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

#### **1.2 Law Governing the Contract**

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

### **1.3 Language**

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

### **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address of the Authorized Representative specified under Sub-Clause SC 1.1. A Party may change its address for notice hereunder by giving the other Party notice of such change. In case of notification by registered mail, 4<sup>th</sup> day following the date the mail is given to the post is the notification date, unless otherwise delivered earlier.

### **1.5 Location**

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

### **1.6 Authorized Representatives**

The Client, or the Consultant shall appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

- a. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant shall be taken or executed by the Authorized Representatives specified in the SC.
- b. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Client, or the Consultant as the case may be.
- c. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other party to the Contract.
- d. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Consultant.
- e. Notwithstanding the above Clause, any failure of the Authorized Representative to disapprove Services shall not prejudice the right of the Client to disapprove such Services and to give instructions for the rectification thereof.
- f. If either party questions any decision or instruction of the Authorized Representative of the other party, the matter shall be resolved in accordance with Clause 7 pertaining to Settlement of Dispute.

### **1.7 Taxes and Duties**

Unless specified in the SC, the Consultant, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions, as may be levied under the Applicable Law, throughout the currency of this contract; the amount of all such taxes, duties, fees and other impositions is deemed to have been included in the Contract Price. Furthermore, the Contract price shall be inclusive of Sales Tax on Services in accordance with the Applicable Law.

### **1.8 Leader of Joint Venture**

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

### **1.9 Relation between the Parties**

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

### **1.10 Headings**

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

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

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the signing of the Contract by both parties.

### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services one (1) business day after the Effective Date as per Clause no. 2.1.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations, including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.3.

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

### **2.4 Modification**

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

### **2.5 Extension of Time for Completion**

If the scope of the Services is required to be increased, i.e. by mutual consent of both parties:

- (a) the increase shall be regarded as Additional Services required by the Client outside the Scope of Services described in Section 6 of RFP;
- (b) the Client shall extend the time for Completion of the Services accordingly, upon the request of the Consultant; and
- (c) Any extension in time for the completion of the tasks within the agreed Scope of this Contract shall not be regarded as Additional Services.

## **2.6 Force Majeure**

### **2.6.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, terrorism, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure can be affected only if accepted by the party not declaring force majeure.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.6.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

### **2.6.3 Extension of Time**

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

### **2.6.4 Payments**

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

## **2.7 Suspension of Payments by the Client**

The Client 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 of fifteen (15) days after receipt by the Consultant of such Notice of Suspension or such longer period, if any, as may be mentioned in the Notice of Suspension.

## **2.8 Termination**

### **2.8.1 By the Client**

The Client may terminate this Contract by giving a written notice of termination to the Consultant for a period of:

- not less than thirty (30) days in case of occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause; or
  - not less than sixty (60) days in case of the event referred to in paragraph (f) of this Sub-Clause.
- (a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within a longer period mentioned in the Notice of Suspension issued by the Client or within any further period as the Client may have subsequently approved in writing;
  - (b) if the Consultant becomes (or, if the Consultant consists of more than one entity, if any of their members becomes) insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or go into liquidation;
  - (c) if the Consultant fails to comply with a notified decision reached as a result of arbitration proceedings pursuant to Clause no. 7 hereof;
  - (d) If it is decided by a Court of Law that the Consultant is giving damage to rights, obligations and interests of Client;
  - (e) in case the Consultant is unable to perform a significant portion (as determined by the Client) of the Services for a period of not less than sixty (60) days after the disappearance of force majeure;
  - (f) if the Client, in its sole discretion, decides to terminate this Contract for convenience.

### **2.8.2 By the Consultant**

The Consultant may terminate this Contract by giving a written notice of termination to the Client of no less than thirty (30) days in case of occurrence of any of the events specified in paragraphs (a) to (c) of this Sub-Clause:

- (a) Not subject to Clause no. 7 'dispute resolution', if the Client fails to pay dues of the Consultant within thirty (30) days of receiving written notice from the Consultant that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;

- (c) if the Client fails to comply with any finalized decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### **2.8.3 Cessation of Services**

Upon receipt of notice of termination under Sub-Clause 2.8.1, or giving of notice of termination under Sub-Clause 2.8.2, the Consultant shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and each party shall make every reasonable effort to keep expenditures of both parties to a minimum. The Consultant shall incur the expenditure with the consent of the Client. With respect to documents prepared by the Consultant, and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clause 3.7 & 3.8.

### **2.8.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.8.1 or 2.8.2, the Client shall make the following payments to the Consultant:

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.8.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to financial bid. The payment to consultant for deliverables shall be made subject to the satisfaction of client and further utilization in case of award to other consultant.

### **2.8.5 Disputes about Events of Termination**

If either Party disputes the occurrence of an event specified in paragraphs (a) through (e) of Sub-Clause 2.8.1 or in paragraph (a) through (c) of Sub-Clause 2.8.2, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standard of Performance**

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

#### **3.1.2 Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultant and any Sub-consultants, comply with the Applicable Law.

### **3.2 Consultant Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultant pursuant to Clause no. 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and 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 to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-consultant, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

The Consultant, their Sub-consultants, and the Personnel or either of them shall not, either during the term or for ten years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultant**

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

The liability of the Consultant expires after three (3) years from the date of final completion of the design. The Consultant may, to protect themselves, insure itself against the liabilities under this contract. If it wishes to do so, the Consultant shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultant.

### **3.5 Consultant's Actions Requiring Client's Prior Approval**

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

- (a) appointing Personnel other than those listed in proposal of consultant;
- (b) final design parameter of the project;
- (c) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract;
- (d) any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

The Consultant shall submit to the Client the reports, data, drawings, videos and documents specified in Section 6 of the RFP, in the numbers, and within the periods set forth in the said Annexure.

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

All plans, data, drawings, GIS files, specifications, reports, videos, transport models, computer files, and other documents prepared and software purchased by the Consultant shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software with prior approval of the Client.



### **3.8 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly and confirmed in writing to the Client with the complete inventory of such equipment and materials. Upon termination or expiration of this Contract, the Consultant shall give back to the Client all the equipment and materials in their present condition.

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

### **4.1 Description of Personnel**

The titles, agreed job description, and minimum qualifications, in carrying out of the Services of the Consultant's Key Personnel are subscribed in Section 6 of RFP.

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

- (a) If the Client, (i) finds that any of the Personnel engaged by the Consultant have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (b) The Consultant may depute additional experts, if required, without asking additional remunerations.
- (c) Consultant has no right to change the expert personnel who are assigned to work packages without getting prior approval from the Client. The replaced personnel shall be better or equal in qualifications and expertise as compared to the predecessors.

### **4.3 Approval of Personnel**

The Key Personnel of the Consultant listed by title as well as by name in (Section 6 of RFP) are deemed to be approved by the Client. In respect of other Key Personnel which the Consultant proposes to use in carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their CV's. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such CV's, such Key Personnel shall be deemed to have been approved by the Client.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance, Coordination and Approvals**

#### **5.1.1 Assistance**

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

- (a) provide at no cost to the Consultant, Sub-consultants, and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultant, Sub-consultants or Personnel to perform the Services;
- (b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultant upon completion of the Services under this Contract;

- (c) issue to officials, agents, and representatives of the concerned organizations; all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) provide to the Consultant, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC and in the attachment;
- (e) obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

#### **5.1.2 Co-ordination**

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and city district government.
- (b) coordinate with any other consultant employed by him.

#### **5.1.3 Approvals**

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

#### **5.2 Access to Land**

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

#### **5.3 Changes in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultant, then under this Contract there shall be no increase or decrease in cost accordingly.

#### **5.4 Payments**

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause 5.4 of Special Conditions of this Contract.

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

#### **6.1 Remuneration**

The Consultant's total remuneration fee shall not exceed the Contract Price and shall be a fixed amount of **xxxxxx** (in Words) inclusive of all staff and other costs, incurred by the Consultant in carrying out the Services described in Section 6 of RFP . The fixed prices will increase only if the client ask for additional services beyond the services described in Section 6 of RFP.

#### **6.2 Contract Currency and Price**

- (a) Payment shall be made in Pakistan Rupess .
- (b) The SC shall specify the breakup of remuneration to be paid.

#### **6.3 Terms and Conditions of Payment**

Terms are referred to "Time to payment" and Conditions means "payments linked to

deliverables" in the Special Conditions of the contract

#### **6.4 Period of Payment**

The Client shall pay the Consultant within seven (7) working days of the formal approval of deliverables. For this purpose; the Consultant must submit the invoice, supporting documentation, and details of work completed for each task delivered as per agreed time schedules/timelines, described in SC Clause no. 5.4.

#### **6.5 Consultant's Entitlement to Suspend Services**

If the Client fails to make the payment for any of the Consultant's invoices, within the time stated in Sub-Clause 6.4, the Consultant may after giving not less than ten (10) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultant has received the payment.

#### **6.6 Remittances of Foreign currency by Local Consultant**

The Client shall make all payments in Pak Rupees (PKR) and bears no responsibility/risk in respect of foreign currency remittance from local consultant to the foreign JV partner/counterpart, if any.

### **7. SETTLEMENT OF DISPUTES**

#### **7.1 Amicable Settlement**

The Client and the Consultant shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract or its interpretation.

#### **7.2 Dispute Settlement**

If, after thirty working days, from the commencement of such informal negotiations, the Client and the Consultant have been unable to amicably resolve a dispute relating to this contract, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with the said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

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

#### **7.3 Statutes and Regulations**

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Consultant and Sub-consultant(s) shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.

The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

### **8. INTEGRITY PACT**

If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-C to this Form

of Contract, then the Client shall be entitled to:

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

On termination of the Contract under Sub-Clause no. 8(b), the Consultant shall proceed in accordance with Sub-Clause 2.8.3. Payment upon such termination shall be made under Sub-Clause 2.8.4 (a) after having deducted the amounts due to the Client under Sub-Clauses 8(a) and 8(c).

#### **9. GOOD FAITH**

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

#### **10. WAIVER**

Any waiver by the Client of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by the Client shall be in writing.

#### **11. REFORMATION**

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent.

Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with then existing applicable law.

### III. SPECIAL CONDITIONS OF THE CONTRACT

#### 1.1 Authorized Representatives

The Authorized Representatives are the following:

**For the Client:**

<b>Name &amp; Designation</b>	Mr....., Chief Executive Officer, TransPeshawar
<b>Address</b>	
<b>Contact Details</b>	

**For the consultant;**

<b>Name &amp; Designation</b>	
<b>Address</b>	
<b>Contact Details</b>	

#### 1.7 Taxes and Duties

The Client shall not pay on behalf of the Consultant, the Sub-Consultants and the Personnel, and shall not reimburse the Consultant, the Sub-Consultants and the Personnel any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant in connection with the carrying out of the Services;
- (b) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;
- (c) The Consultant shall be entirely responsible for all applicable taxes (income tax and Sales Tax on Services), duties and other such levies imposed by the concerned local, provincial and federal authorities in Pakistan.

#### 2.3 Expiration of Contract

The period of completion of Services shall **Twelve months from** the Commencement Date of the Services or such other period as the Parties may agree in writing.

"Completion of Services" means: the time period agreed between the contracting parties for the completion of all the specified tasks as agreed in Terms of References (TORs) attached as Appendix-A (Section 6 of RFP).

#### 3.7 Documents Prepared by the Consultant to be the Property of the Client

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

#### 4.2 Consultant's Actions Requiring Client's Prior Approval

The Consultant shall also clear with the Client, before commitments or any action they propose to take under the following conditions:

- i) Issuing Variations Orders in respect of:

- additional items of Works as determined by the Consultant to be necessary for the execution of Works.
  - any new item of the Works not envisaged in the Contract Documents and which is determined by the Consultant to be necessary for the execution of Works.
- ii) Details of any nominated sub-contracts.
- iii) Any action under terms of Performance Guarantee or Insurance Policy.
- iv) Approval of Detailed Design of Contractor.

### 5.1.3 Approvals

The Client shall accord approval of the documents / designs / progress reports / implementation plans / and all other works to be completed as per this contract by the consultant within fourteen (14) working days from the date of their submission by the Consultant.

### 6.1 Remuneration

Fixed remuneration of the services and its delivery costs as described in Appendix-A is Rs. **xxxxxx** (inclusive of all taxes). Withholding of taxes (Income Tax and Sales Tax on Services) shall be made in accordance with Applicable Laws of Pakistan.

- (a) All the additional services offered by the Consultant excluding the tasks mentioned under Appendix-A shall be charged based on nature of the task/financial bid unit prices.

### 6.2 Contract Currency and Price

The breakup of remuneration (percent of the total contract value) for tasks mentioned in Appendix-A is as follows which will be paid upon acceptance of deliverable by the client;

S.No.	Deliverable	Payment Schedule
1.	Detailed design review report	10% of the contract price
2.	Interim payment upon verification of contractor invoice(s).	Supervision Cost under this deliverable shall be paid as percentage of Contractor Invoice submitted by the Consultant for payment to TPC as per formula given below: -  Percentage (Z) = $(0.9*Y/W) * (100)$  Where "Y" is the contract price of consultant and "W" is bid price / contract value of Contractor Bid (Capital Part).  Interim payment shall be made as percentage of contractor capital part bid price (Z) after processing of contractor invoice.

Each payment/invoice shall be subject to penalty for violations of the Contractual obligations. TPC shall invoke penalties against default as provided in table below:-

S.No.	Nature of Default	Penalty
1	Failure to submit required reports as per project requirements	PKR. 5000/- per day per report/submission
2	Supervision failure resulting in faulty/defective construction approved for payment by the Consultants.	PKR 100,000/- per instance

3	Penalties/damages imposed on the TPC due to delays caused by the Consultants in approval of concept, preliminary, detail design and completion of Works resulting from design/supervision delays.	As per amount of penalty/damages imposed on the TPC
4	Delay in processing the application/Certificate of payment/invoice of Contractor either due to laxity of consultants or due to error therein resulting in delayed payments.	PKR. 100,000 per instance
5	Any other non-compliance of TOR or agreement	PKR. 200,000 per instance

### 6.3 Terms and Conditions of Payment

- (a) Payments shall be made on submission of each deliverable to the satisfaction of the Client. The client has the right to hold full or partial payment for a given deliverable, if the deliverable is not complete or satisfactory for the client
- (b) As soon as practicable and preferably within three (03) days after the submission of a deliverable by the consultant and its acceptance by the client, the Consultant shall submit their bill in duplicate to the Client. Each bill shall be supported by deliverables completed as per the milestone/time line of Service delivery given in Clause no. 5.4 above. The client will pay the due amount against approved deliverable in seven (07) working days.
- (c) Payment reconciled with Consultant's invoice shall be made into the Consultant's bank account designated by the Consultant or through cheque.
- (d) The invoice shall be supported by authorized person to receive the cheque, invoice, covering letter, deliverables, income tax exemption certificate (if any), and company registration number.

## **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