

GOVERNMENT OF KHYBER PAKHTUNKHWA



**PAKHTUNKHWA HIGHWAYS AUTHORITY
PESHAWAR.**

**REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY
SERVICES OF**

**FEASIBILITY STUDY AND DETAILED ENGINEERING
DESIGN OF PKHA ROADS:**

(SUB HEAD)

**“FEASIBILITY STUDY OF MATTA BYPASS ROAD OF
DISTRICT SWAT”**

Table of Contents

| | |
|--|-----------|
| DEFINITIONS: | 5 |
| LETTER OF INVITATION (LOI) | 6 |
| 1. INTRODUCTION | 6 |
| 2. DOCUMENTS | 7 |
| 3. PREPARATION OF PROPOSAL | 8 |
| Technical Proposal | 8 |
| Financial Proposal | 10 |
| 4. SUBMISSION OF PROPOSALS | 11 |
| 5. PROPOSAL EVALUATION..... | 12 |
| 6. NEGOTIATION | 13 |
| 7. AWARD OF CONTRACT | 14 |
| 8. CONFIRMATION OF RECEIPT | 14 |
| DATA SHEET | 15 |
| STANDARD FORMS | 19 |
| TECHNICAL PROPOSAL FORMS | 21 |
| Form 1 | 21 |
| FIRM'S REFERENCE | 21 |
| Form 2 | 23 |
| PRESENT STAFF DEPLOYMENT | |
| Form 3 | 24 |
| APPROACH PAPER ON METHODOLOGY PROPOSED | 24 |
| FOR PERFORMING THE ASSIGNMENT | 24 |
| Approach and Methodology proposed by the firm to carryout the assignment is sub | |
| divided in to several areas which include the following heads..... | 24 |
| ➤ Understanding of objectives | 24 |
| ➤ Quality of Methodology | 24 |
| ➤ Inovativeness | 24 |
| ➤ Work Programe | 24 |
| ➤ Feasibility Proposed for the Assignment | 24 |
| Form 4 | 25 |
| COMMENTS/SUGGESTIONS OF CONSULTANT | 25 |
| Form 5 | 26 |

| | |
|--|-----------|
| FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF | 26 |
| Form 6 | 28 |
| WORK PLAN/ACTIVITY SCHEDULE | 28 |
| Form 7 | 30 |
| Completion and Submission of Reports | 30 |
| Form 8 | |
| WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL | |
| Form 9 | 31 |
| COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO | 31 |
| BE ASSIGNED TO EACH TEAM MEMBER | 31 |
| APPENDIX-II | 32 |
| FINANCIAL PROPOSAL FORMS | 33 |
| BREAKDOWN OF SOCIAL CHARGES | 34 |
| BREAKDOWN OF OVERHEAD COSTS | 35 |
| SUMMARY OF COST OF CONSULTANT | |
| CONTRACT FOR ENGINEERING CONSULTANCY SERVICES | 37 |
| APPENDIX-A (PART-II) TERMS OF REFERENCE | 39 |
| APPENDIX-B REPORTING REQUIREMENTS | 49 |
| APPENDIX-C | 50 |
| APPENDIX-D REPORTING REQUIREMENTS | 51 |
| APPENDIX-E BREAK DOWN OF CONTRACT PRICE IN LOCAL CURRENCY AND MODE OF PAYMENT | 52 |
| APPENDIX-F SERVICES AND FACILITIES | 53 |
| APPENDIX-G INTEGRITY PACT | 54 |

Request for Proposal

Country: Pakistan

Province: Khyber Pakhtunkhwa

District: Swat

Scheme Name: **FEASIBILITY STUDY & DETAILED ENGINEERING DESIGN: SH: FEASIBILITY STUDY OF MATTA BYPASS ROAD OF DISTRICT SWAT”**

Title of consulting Feasibility Study & Detailed Engineering Design.

Under ADP Scheme 1033-20675 (2018-19)

DEFINITIONS:

- a) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- b) "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) "Day" means calendar day.
- f) "Government" means the government of Khyber Pakhtunkhwa.
- g) "Instructions to Consultants" means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- j) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- k) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- l) "Proposal" means a technical proposal or a financial proposal, or both.
- m) "QBS" means Quality-Based Selection.
- n) "QCBS" means Quality- and Cost-Based Selection.
- o) "RFP" means this Request for Proposal.
- p) "Services" means the work to be performed pursuant to the Contract.
- q) "SSS" means the Single Source Selection.
- r) "Standard Electronic Means" includes facsimile and email transmissions.
- s) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- t) "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

LETTER OF INVITATION (LOI)

ADP No. 1033/2018-19
Location & Date: Pakhtunkhwa Highways Authority, Peshawar.
Dated ___/___/2019
Name & Address of Consultant: _____
Attention: _____

1. INTRODUCTION

- 1.1 You are hereby invited to submit a technical and a financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined and directed by the Client).
- 1.4 The Client (Pakhtunkhwa Highways Authority, Peshawar) has been entrusted the duty to implement the Project as Executing Agency by the (*Government of Khyber Pakhtunkhwa.*) and funds for the project for the phase have been approved and provided in the budget (*to be specified as the case may be*) for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is issued.

- 1.5 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Please note that:
- i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and
 - ii) The Client is not bound to accept any of the proposals submitted.
- 1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.
- 1.9 We wish to remind you that in order to avoid conflicts of interest:
- i) Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and
 - ii) Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

2. DOCUMENTS

- 2.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.

2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Ten (10) days before the proposal submission date. Any request for clarification in writing, or by e-mail, fax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by e-mail, fax to such requests and copies of the response shall be sent to all invited Consultants.

2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by e-mail, fax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL

3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language.

Technical Proposal

3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and result in rejection of your proposal. Besides other requisite documents as mentioned in the RFP, copies of PEC valid registration having highways & bridges code and registration with KPRA should be provided in the technical proposal.

3.3 During preparation of the technical proposal, you must give particular attention to the following:

i) If you consider that your firm does not have all the expertise for the Assignment you may obtain a full range of expertise by associating with other firms (shortlisted in PKHA). You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani Firm. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.

ii) Subcontracting part of the Assignment to other consultants if considered desirable; the same sub-consultant may be included in several proposals, subject to limitations in the Data Sheet.

- iii) The estimated number of key professional staff required for the Assignment is stated in the Data Sheet. Your proposal should be based on per km cost. The detailed engineering design shall be carried out only on one feasible route as per prior approval of the client.
- iv) The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.
- v) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.
- vi) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vii) Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in Appendix 1:

- I-Form-1 A brief description of the Consultant's organization and an outline of similar nature work in hand or completed during last five years. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement. (Each work duly supported by work order or LOA from the client).
- I- Form -2 A list of general work in hand or completed by the firm during last five years. (Each work duly supported by work order or LOA from the client).
- I- Form -3 Major projects presently undertaken.
- I- Form -4 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.
- I- Form -5 Any comments or suggestions on the TOR;
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
- I- Form -6 CVs recently signed by the proposed key professional staff. Key information should include number of years with the firm, and degree

of responsibility held in various assignments.

- I-Form-7 A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- I-Form-8 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person
- I-Form-9 A schedule for compilation and submission of various types of reports as envisaged in Appendix-B & Appendix-E of TOR (whichever is applicable).
- I-Form-10 The composition of the proposed staff team, the tasks to be assigned to each team member.
- I-Form-11. Any additional information as requested in the Data Sheet.

- 3.5 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.

Financial Proposal

- 3.6 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 4. Your financial proposal shall clearly state the amount for feasibility study & detailed engineering design per km (including Bridges / Flyovers and any other allied structures) of the feasible route approved by the client. The per Km cost shall deem to cover all the activities mentioned in the draft

agreement, TOR and Scope of work. Payment shall be made on the basis of feasible route / design length of the road for which detailed engineering design has been done and project document submitted.

3.7 The financial proposal shall also take into account the professional liability as provided under the relevant Contract for Engineering Consultancy Services Govt.of Khyber Pakhtunkhwa PKHA Peshawar and cost of insurances specified in the Data Sheet.

3.8 Costs may be expressed in currency(ies) listed in the Data Sheet

4. SUBMISSION OF PROPOSALS

4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. The proposal shall be in book binding form, having proper table of content and page numbered (Loose, Ring & Spring binding are not acceptable). Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelop bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.

4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.

4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. PROPOSAL EVALUATION

5.1 A two-envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score.

Technical Proposal

5.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). **Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned unopened. The competent forum may however lower the passing marks to 60% if required in any particular case when the firm to score of 70% are not available.**

Financial Proposal

For Quality cum Cost Based Selection

5.3 The financial proposals of the consulting firms scoring more than 70%, on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.

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

$$Sf = \frac{100 \times Fm}{F}$$

(F = amount of specific financial proposal)

- 5.5 Proposals, in the quality cum cost based selection shall finally be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T- the weight given to the technical proposal, P = the weight given to the financial proposal; and $T+P=1$) indicated in the Data Sheet:

$$S = S_t \times T \% + S_f \times P\%$$

6. NEGOTIATION

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, or facsimile and invite it to negotiate the Contract.
- 6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff month rates).
- 6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.6 The negotiations shall be concluded with a review of the draft form of the contract.

The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

7. AWARD OF CONTRACT

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

7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIRMATION OF RECEIPT

8.1 Please inform the Client by courier or facsimile or any other means:

- i) that you received the letter of invitation;
- ii) whether you will submit a proposal; and
- iii) if you plan to submit a proposal, when and how you will transmit it.

LETTER OF INVITATION (LOI)

DATA SHEET

LOI Clause #

1.1 The name of the Assignment is : **“FEASIBILITY STUDY & DETAILED ENGINEERING DESIGN: SH: FEASIBILITY STUDY OF MATTA BYPASS ROAD OF DISTRICT SWAT”**

The name of the Client is : Govt. of Khyber Pakhtunkhwa through
Pakhtunkhwa Highways Authority, Peshawar.

1.2 The description and the objectives of the Assignment are: **FEASIBILITY STUDY & DETAILED ENGINEERING DESIGN: SH: FEASIBILITY STUDY OF MATTA BYPASS ROAD OF DISTRICT SWAT**

1.3 Phasing of the Assignment (if any): NIL

1.5 Pre-Proposal Conference: Yes No (√)

The name(s) and address (es) of the Official (s) is (are):

i. **Engr. Arshad Khan**
Director (Planning & Design), PKHA, Peshawar.

ii. **Engr. Tufail Ahmad**
Deputy Director (HQ) PKHA, Peshawar.

2.1 The Documents are: LOI, Data Sheet, Technical & Financial Proposal forms TOR/Background information, Draft Form of Contract, Sample formats / Appendices etc.

2.2 The address for seeking clarification is: **Office of the Managing Director, Pakhtunkhwa Highways Authority, Near Treasury Office, Attached Departments Complex Khyber Road Peshawar**

3.3 (i) A short-listed firm may associate with another short-listed firm.

Yes (√) No

(ii) The consultant shortlisted by client may participate in several proposals

Yes (√) No

(iii) Proposed key staff shall be permanent employees who are employed with the consultants at least six months prior to submission of Proposal.

Yes ___ No (√)

(iv) The minimum required qualification & experience of proposed Key staff is]:

| S# | Positon | Minimum Acadmic Qulaification | No. | Minimum No. of similar project for specific expertise | No. of Years of Professional Experience in similar projects | No. of Years of Professional Experience |
|----|------------------------------------|-------------------------------|-----|---|---|---|
| 1 | Team Leader / Project Manager / MD | BSC (Civil Engineering) | 1 | 10 | 15 | 20 |
| 2 | Highway & Pavement Design Engg. | MS (Transportation) | 2 | 7 | 12 | 10 |
| 3 | Structural / Bridge Engr. | MS (Structural Engineering) | 1 | 7 | 12 | 10 |
| 4 | Geo Technical Engineer | MS Geo Technical Engg. | 1 | 7 | 12 | 10 |
| 5 | Envirnmental Specilist | MS (Envirnmental Engineer) | 1 | 7 | 12 | 10 |
| 6 | Contract Specialist | BSC (Civil Engineering) | 1 | 7 | 12 | 10 |
| 7 | Hydrology & Hydrolic Engineer | MS Hydralic Engineering | 1 | 5 | 5 | 10 |

3.4 (10) Training is an important feature of this Assignment:.

Yes ___ No (√)

3.7 Professional liability, insurances (description or reference to appropriate documentation): Covered under clause 3.4 of KPK Contract for Engineering Consultancy Services.

4.1 The number of copies of the Proposal required is: One original and one copy.

4.2 The address for writing on the proposal is : Managing Director Pakhtunkhwa Highways Authority, Attached Departmental Complex, Khyber Road Peshawar.

Telephone: 091-9210557

Email : infa@pkha.gov.pk

Fax: 091-9210434

4.3 The date and time of proposal submission are 02 / 04 / 2019.

4.5 Validity period of the proposal is (days, date): 120 days

The location for submission of proposals is: Managing Director Pakhtunkhwa Highways Authority, Attached Departmental Complex, Khyber Road Peshawar.

5.2 The points given to each category of Technical evaluation criteria are:

| S.No | Description / Item | Points | Document / Record to provided in Proof |
|----------|---|-----------|--|
| 1 | <u>Qualification and competence of the Key Staff for the Assignment</u> | 20 | |
| | i) Academic and General qualifications | 8 | <ul style="list-style-type: none"> • Detail CV's (with Picture of candidate) duly signed by proposed candidates. • Attested Photocopy of highest qualification degree. • Photocopy of PEC card (for Engr. Only). • Photocopy of CNIC. • Photocopy of employment status issued by PEC as available on PEC web site (for Engr. Only) • Photocopy of Contract Agreement on Stamp Paper between the key personal and firm for the current year. Besides their latest pay slip should also be attached. |
| | ii) Paractical Experience | 12 | -Do- |
| 2 | <u>Experience and Standing</u> | 35 | |
| | i) Experience in similar nature of work | 20 | Firm Ten (10 Nos.) best projects (Roads & Bridges) w.r.t cost of the services (mentioned in the Work Order) in hand or completed in last five years along with proof of work order and completion certificate in support. |
| | ii) General Experience | 5 | Firm Ten (10 Nos.) best projects (other than Roads & Bridges) w.r.t cost of the services (mentioned in the Work Order) in hand or completed in last five years along with proof of work order and completion certificate in support. |
| | iii) Performance in PKHA | 10 | Points will be awarded as per decision of the committee by taking into consideration the overall (past) performance of the firm. |
| 3 | <u>Adequacy of the proposed Work Plan and Methodology in responding to the TOR</u> | 30 | |
| | i) Understanding of objective | 4 | |
| | ii) Quality of Methodology | 14 | |

| | | | |
|-------------------------|---|---------------|--|
| | iii) Work Plan & Manning Schedule | 4 | |
| | iv) Innovativeness | 4 | |
| | v) Proposals Presentation | 4 | |
| 4 | <u>Financial Soundness</u> | 10 | Turn over in last 03 years alongwith Audited Financial Statements in support |
| 5 | <u>NTN and Income Tax Return</u> | 5 | Tax Return Certificate for latest year. |
| Total Points | | 100 | |
| Qualifying Marks | | 70/100 | |

- The minimum qualifying technical score [70] Points.

5.3 The date, time and address of the financial proposal opening are:-

Address of opening of financial proposal is as per sec 4.2, while date and time will be decided as the technical evaluation is completed and will be intimated to the technically qualified firms only.

5.5 The weights given to the Technical and Financial Proposals are:-

Technical: 0.8
Financial : 0.2

7.2 The Assignment is expected to commence on:-

Date: _____

Location: _____

Sincerely,

[Managing Director PKHA, Peshawar]

Enclosures

- Sample Forms for:-
 - Technical Proposal
 - Financial Proposal
- Terms of Reference
- Contract for Engineering Consultancy Services

STANDARD FORMS

APPENDIX-I

TECHNICAL PROPOSAL FORMS

Form 1

FIRM'S REFERENCE

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

| | | | |
|---|--------------------------|--|--|
| Assignment Name: | | Country: | |
| Location within Country: | | Professional Staff Provided by Your Firm: | |
| Name of Client: | | No of Staff: | |
| Address: | | No of Staff Months: | |
| Start Date (Month/Year): | Completion (Month/Year): | Date | Approx. Value of Services (in Current USD/Rs.) |
| Name of Associated Firm (s), if any: | | No. of Months of Professional Staff Provided by Associated Firm(s) | |
| Name of Senior Staff (Project Director/Co-ordinator, Team Leader) involved and functions performed: | | | |
| Narrative Description of Project | | | |
| Description of Actual Services Provided by Your Staff | | | |

Consultants' Name: _____

TECHNICAL PROPOSAL FORMS

Form 2

FIRM'S REFERENCE

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

| | | |
|---|-------------------------------|--|
| Assignment Name: | | Country: |
| Location within Country: | | Professional Staff Provided by Your Firm: |
| Name of Client: | | No of Staff: |
| Address: | | No of Staff Months: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in Current USD/Rs.) |
| Name of Associated Firm (s), if any: | | No. of Months of Professional Staff Provided by Associated Firm(s) |
| Name of Senior Staff (Project Director/Co-ordinator, Team Leader) involved and functions performed: | | |
| Narrative Description of Project | | |
| Description of Actual Services Provided by Your Staff | | |

Consultants' Name: _____

Form 3

MAJOR PROJECT(S) PRESENTLY UNDERTAKEN

(As of _____)

| Project Name & Location | Present Staff Deployment |
|------------------------------------|---------------------------------|
| | |

| Field of Expertise | Total Number of Permanent Staff | Staff Assigned to Above Projects |
|---------------------------|--|---|
| | | |

***APPROACH PAPER ON METHODOLOGY PROPOSED
FOR PERFORMING THE ASSIGNMENT***

Approach and Methodology proposed by the firm to carry out the assignment is sub divided in to several areas which include the following heads.

- Understanding of objectives
- Quality of Methodology
- Innovativeness
- Work Programme
 - Activity Schedule
 - Team Organization
 - Bar Chart
 - CPM
 - Staff Duty Matrix
 - Staffing Schedule
 - Estimate of Staff Months
- Feasibility Proposed for the Assignment
 - Support Staff
 - Office Accommodation/Furnishing
 - Living Accommodation
 - Equipment
 - Transport
- Conciseness, Clarity & Completeness in Proposal Presentation

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
- Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- Etc.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Staff: _____
4. Profession: _____
5. Date of Birth: _____
6. Years with Firm: _____
7. Nationality: _____
8. Membership in Professional Societies: _____
(Membership of PEC is Mandatory)
9. Detailed Tasks Assigned on the Project: _____

10. Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

11. Education:

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.

13. Languages:-

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

Signature of Staff Member

Date: _____
Day/Month/Year

WORK PLAN/ACTIVITY SCHEDULE

| Items of Work/Activities | Monthly Programme from date of assignment (in the form of a Bar Chart) | | | | | | | | | | | | | | |
|---------------------------------|---|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

Form 8

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

| Name | Position | Months (in the form of a Bar Chart) | | | | | | | | | | | | | | | Number of Months | |
|------|----------|-------------------------------------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|------------------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |

Full Time: _____
 Part Time: _____

Activities Duration _____

Yours faithfully,

Signature _____
 (Authorized Representative)

Full Name _____
 Designation _____
 Address _____

Compilation and Submission of Reports

| Reports | Date |
|----------------|-------------|
| | |
| | |
| | |
| | |

***COMPOSITION OF THE PROPOSED STAFF AND THE TASKS TO
BE ASSIGNED TO EACH TEAM MEMBER***

1. Technical/Managerial Staff

| Name | Position | Task Assignment |
|-------------|-----------------|------------------------|
| | | |
| | | |
| | | |

2. Support Staff

| Name | Position | Task Assignment |
|-------------|-----------------|------------------------|
| | | |
| | | |
| | | |

APPENDIX-II

FINANCIAL PROPOSAL FORMS

Form 1

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____ Firm: _____

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

Notes:

Item No. 1 Basic salary shall include actual gross salary before deduction of taxes. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.

Item No. 2 Social charges shall include Client’s contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form 2).

Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form 3).

Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.

Item No. 7 Normally payable only in case of field work under hard and arduous conditions.

Full Name: _____

Signature: _____

Title: _____

CONSULTANCY COST FOR**FEASIBILITY STUDY & DETAILED ENGINEERING DESIGN: SH: FEASIBILITY STUDY OF MATTA BYPASS ROAD OF****DISTRICT SWAT**

| S # | DESCRIPTION | Unit of Measurement | Amount (PKR) |
|------------|-----------------------------------|--------------------------------|-------------------------|
| 1 | F/S & Detailed Design Cost Per KM | PKR / KM | |

Signature & stamp of the consultant

DRAFT CONTRACT AGREEMENT IS
UPLOADED ON PKHA WEB SITE.

IV APPENDICES

Appendix A (Part-II)

Description of the Services

TERMS OF REFERENCE FEASIBILITY STUDY AND DETAIL ENGINEERING DESIGN OF

GENERAL

The services of qualified consultancy firms having sufficient experience in the relevant field are required by Pakhtunkhwa Highways Authority (PKHA) for **FEASIBILITY STUDY & DETAILED ENGINEERING DESIGN: SH: FEASIBILITY STUDY OF MATTA BYPASS ROAD OF DISTRICT SWAT.**

The consultancy work includes but not limited to the planning, detailed surveys / studies, hydrological studies, soil investigation, detailed engineering design, preparation of estimates, PC-I, tender documents, implementation programme with details as under: -

2. **Engineering Principles:**

The consultancy work shall be carried out in accordance with the standard engineering principles followed in construction of roads/ highways & Bridges in the country.

3. **Coordination with other Agencies**

The consultant will co-ordinate the design of the road with any government agencies or other consultants who are responsible for the planning, design implementation, or operation of any road or bridge facilities being executed in the project area that may be affected by or have an impact on the proposed road .

4. **Specific Tasks**

The work of consultants will fall into four broad stages

- Stage 1: Detailed Planning.
- Stage 2: Surveys.
- Stage 3: Preliminary Engineering.
- Stage 4: Detailed Engineering.

At the end of each stage the consultants will submit his report, design, recommendations and other pertinent documents to PKHA for review.

PKHA will undertake the review in accordance with the programme of the work of terms of reference; the consultants shall not proceed with the next stage of work until PKHA gives them approval for the previous stage.

5. **Stage 1: Detailed Planning**

i. Route Alignment Studies

The consultants will undertake detailed route planning studies leading to the optimum alignment of the road and to ensure that the following criteria are met:

- To avoid any traffic congestion and reduction of speed.
- Acceptable horizontal and vertical geometric standards suitable for a design speed of 80 kph (50mph) can be achieved.
- Demolition of existing property is minimized.
- The requirements for earthwork are minimized and an approximate balance between cut and fill can be achieved.

Besides, prior to the Survey and Detailed Engineering Design, consultant will submit various options for Feasibility along with merit & demerit of each one in detail and then they will proceed further on the most feasible and economical option approved by the Client.

ii. Right of Way Acquisition Plans.

In case of proposed improvement, the consultants shall submit one set of Right-of-Way and acquisition plans on reproducible stable medium, and five copies thereof to PKHA as soon as the horizontal alignment of the road is finalized. The plans shall be made available to the PKHA as the work progresses to facilitate timely action for acquisition of the necessary Right-of-way.

6. **Stage 2: Surveys.**

General

The consultants shall limit all survey work to the optimum that is necessary to enable them to adequately perform the services. It is expected that four broad types of surveys may be required.

- a) Topographic surveys.
- b) Soil Survey.
- c) Traffic Counts
- d) Environmental Impact Study.

a) Topographic survey

Topographic survey should be undertaken to update the maps and verify the location of major buildings, structures and other physical features that are likely to be affected by the road.

Detailed topographic surveys should be undertaken at the scale of 1:500 along the alignment of the proposed road. This survey should extend to 100 meters on either side of the centre line of the proposed road. The survey done through Total Station (TS) should be verified through Level Machine, with X-Section taken at 25-meter interval for more authenticity and avoiding variation in Earth work quantities at the construction stage.

b) Soil Survey and Geotechnical Investigation

(i) Road and approaches.

Detailed soil survey should be undertaken along the alignment of the road to determine the general soil condition, bearing capacity, CBR & MR, moisture content, water table level and type of soil etc. Particular emphasis should be given to those locations where structures such as piles, back walls etc. will be situated. The soil investigations for structure (sub-structures) would be got done by the Consultant and results would be provided to the Client.

The consultant is required to investigate the soil through pits at 1000 meter interval or what soever required for geotechnical profile. The consultant will have to study the following properties:

- i) Sieve Analysis
- ii) Passing No. 200
- iii) Atterburg Limits
- iv) P.I.
- v) Moisture Content
- vi) CBR
- vii) M_R Value if CBR>10%
- viii) Pile capacity in case of Bridge etc.

A bore log should also be submitted to PKHA for approval. The consultant is also required to coordinate with the field staff of PKHA during the soil investigation and also declare their pits location to the Field Deputy Director PKHA as well.

(ii) Bridge / Flyover.

Geotechnical investigation for Structures / Bridges

Sub-surface investigations consisting of boreholes / drill holes / test pits of required depth, supplemented by field and laboratory testing to accurately assess the engineering properties of the underlying soil strata for detailed design of foundations, substructures and roads shall be undertaken.

Bore logs shall be included in the Soil Investigation Report along with the laboratory results. Testing of samples collected from site shall be carried out in a reputed laboratory, under strict quality control and adherence to relevant ASTM procedures / standards. Depth of boring shall be decided by the geological formation at site and the type of foundations proposed for the structures. Standard penetration tests shall be started from the ground surface and carried out in accordance with ASTM D1586 Penetration Test and Split Barrel sampling of soils. Where clayey soils are encountered, undisturbed samples shall be obtained in accordance with ASTM thin-walled sampling of soils.

A separate report will be prepared to this effect and will be submitted to PKHA for approval. Original lab reports shall be attached in the soil report along with colored photographs.

- **Submission of proper site investigation report** comprising all relevant notes and pertinent information required by this Specification together with laboratory test results. The above scope of work may be varied or deleted depending on the findings as the investigations proceeds. All Sections in this Specification and the Bill of Quantities, which relate to work or materials not required shall be deemed not to apply.
- The scope of work and specifications for handling of undisturbed samples shall be developed by the Consultant. The qualified / experienced geotechnical engineer of the consultant (or hired) shall supervise the work at site who will be responsible for the quality and accuracy at site.

All the process and steps be carried out with proper liason and under supervision of Deputy Director concerned. The detailed scope of work developed by the Consultant shall include but not limited to the following:

- No. of Bore holes Minimum two per 50 meter length of the Bridge or as recommended by the Design Consultant and agreed by PKHA
- Depth of Bore 30 m
- To prevent the sand collapse of bore hole, Bentonite solution will be maintained to the top of the bore hole.
- SPT will be carried out starting from 1.5 m below the surface at an interval of 1.5 m till the complete depth of bore hole. After 75 blows if penetration is not achieved the refusal shall be recorded.
- Undisturbed sample after 10-15 m depth for carrying out index property test, Atterberg limits, unconfined compression test, direct sheer test and grain size analysis.
- **SPT result compilation** and working out of pile capacity.

(iii) Hydrological Study.

The Consultant shall collect fresh hydrological data for the Feasibility report and detailed design of the bridge. The hydrological study shall include but not limited to:

- a. Location and extents of catchments area.
- b. High flood levels.
- c. Maximum Peak Flood Discharge.
- d. Maximum Velocity.
- e. Type of Bed Material (Manning's n).
- f. Waterway.
- g. Scour depth.
- h. Clearance.
- i. Structure Profile.
- j. Bed slope.
- k. Encroachment in the natural stream (if any).

c) Traffic Count

Consultants are required to conduct detailed traffic study, however they shall use the state of the art equipment i.e. turtle. These equipment are available with PKHA and are under the control of RMU. PKHA will charge the hiring rates. The consultant will furnish an agreement with (RMU) PKHA for hiring purpose.

The details of task to be furnished by the consultant are as follow:

- 0 – D surveys at each approach of the road.
- 7 - days classified traffic counts at the locations approved by PKHA.
- Estimation of ESAL based on latest Axle load surveys conducted by NHA / NTRC.
- Based upon traffic survey, peak hour and ADT traffic volume shall be established.
- Make forecast for next 10 and 20 years.

- Where required, capacity analysis, weaving analysis, signal and intersection capacity and delay shall be conducted using computer models.
- Level of service, volumes to capacity ratio, queue length on each approach, time space diagram to plan the road. (wherever required)

During the course of traffic count the consultant will have to coordinate with field Deputy Director (PKHA) and will also declare the count section to that office.

d) Environmental Impact Study

The Consultants will carry out studies to assess the negative effects on environment that may be caused by construction of the road. To mitigate the negative impacts on the environment the Consultants will propose suitable mitigation measures and reflect the cost thereof in the PC-1/BOQ.

7. **Stage 3: Preliminary Engineering Design**

i. **General**

Based on traffic forecast, topographic surveys, soil investigations and conceptual framework for the road, the Consultants shall submit a preliminary design of the facility to the PKHA for approval. The preliminary design will include route alignment studies, right of way plans Pavement Design, Structural Design, Intersection Design (where required) and Cost Estimates.

ii. **Geometric Design**

The Consultants will prepare geometric design of the road as per standard with the design speed of 80 KPH (50 MPH). Based on these standards in the route alignment study, the Consultants will produce preliminary horizontal, vertical and typical road cross sections. The topographic survey done through Total Station should also be verified through Level Machine with X-Sections taken at 25-meter interval, so as to avoid quantitative variation at the construction stage.

The Consultant will also clearly mention the grade and in case grades are more than (5-6)%, they will have to quote the specification reference and length i.e. upto how much length we can maintain that excessive grade.

The consultant will also submit details for super elevation run off, transition curve etc. A presentation will be given on geometric design and FRL to the competent authority.

iii. **Pavement**

Pavement designs based on different design methods and different materials are to be prepared for selection of a suitable and economical option. An economical pavement design for ten years so selected is to be adopted for estimation of quantities of various pavement layers involved in the project. A presentation on the pavement design to be adopted for the scheme is to be made to the employer for approval. The consultants will also recommend a stage construction technique for pavement design life of 20 years based on axle-load data and soil investigation. The consultant are also required to submit a detailed analysis for the actual Axle Load encountered and recommendation for the sustainability of pavement layers in the light of actual Axle Load.

iv. Drainage

The consultants will investigate the existing drainage system of the project area including canals, rivers, streams and seasonal water courses and prepare out-line proposals for protecting the same in those areas where it is affected by the improvement/widening etc of the road. The consultants will also prepare complete drainage plan comprising of culverts, drains and other drainage structures with out-line design for the road-drainage system based on rainfall statistics.

v. Structure

The consultants will provide structural design of all the cross-drainage structure including bridges / flyovers or any other, their location, type and level etc. with 50 years design life. The consultants will also identify the existing structures that will need protection, strengthening modification or replacement.

vi. Benefit Analysis

The consultant will undertake an evaluation of the benefits, expected from the road. These could include but not necessarily be limited to time saving, reduce accidents, enhance land values, reduce vehicles operating cost etc. the cost and benefits should be quantified as far as possible.

vii. Economic and Financial Analysis

A detailed economic and financial analysis based on the cost estimates, EIRR and benefits analysis should be prepared.

viii. Feasibility Report

Feasibility report summarizing all the technical investigations and studies, engineering analysis and design, costs and benefits and the economic evaluation of the project and recommendations etc. should be prepared.

ix. Implementation Programme

An outline of implementation programme should be prepared on Microsoft Project / Primavera.

8. Stage 4: Detailed Engineering Design

The Consultants shall furnish copies of all engineering drawings, specifications and bid documents including geo-technical and material reports and bill of quantities to PKHA as mentioned below. The Consultants will also submit originals of all engineering drawings, detailed cost estimates and design calculations to PKHA. All final documents shall be submitted by the Consultants within 30 days of receipt of consolidated comments from PKHA. Additional copies shall be provided at mutually agreed rates.

9. **Stage 5: Highway Safety Audit**

Highway Safety Audit should be carried out in various stages as per requirement of International standard. The study shall be carried out along the approved alignment and shall conclude with the submission of final report for Road Safety Audit.

Miscellaneous task:

1. The consultant will identify places to be developed in future as a commercial assets for provincial government or PKHA in the vicinity.

DOCUMENTS:

| | | | |
|-----|--|----|-------|
| 1. | Topographic Survey Report i/c alignment of various option | 3 | Sets |
| 2. | Geometric Design Report of the approved alignment | 3 | Sets |
| 3. | Plan and Profile Drawings | 5 | Sets |
| 4. | Structure Design Report | 3 | Sets |
| 5. | Structure Drawings | 3 | Sets |
| 6. | Tender Drawings | 20 | Sets |
| 7. | Construction Drawings | 4 | Sets |
| 8. | Highway Safety Audit Report | 3 | Sets |
| 9. | Bill of Quantities | 20 | Sets |
| 10. | Engineer Estimate, C-Factor, Special Provision | 3 | Sets. |
| 11. | Technical Specifications for each payable item comprising of | 20 | Sets |
| - | Description | | |
| - | Material Requirement | | |
| - | Construction Requirement/Method of Working (Techniques) | | |
| - | Equipments to be used | | |
| - | Testing and quality control | | |
| - | Method of measurement & payment | | |
| 12. | Tender/ Contract Documents Comprising of | 20 | Sets |
| - | Invitation to Bid | | |
| - | Instruction to Bidder | | |
| - | Form of Contract | | |
| - | General Conditions of Contract (GCC) | | |
| - | Particular Conditions of Contract (PCC) | | |
| - | Rate Analysis of Non-Schedule Items | | |
| - | Bill of Quantities/ Bid Schedules | | |
| 13. | PC – I Proforma including; | 10 | Sets |
| - | Engineer's Estimate | | |
| - | EIA Report | | |
| - | Geotechnical Investigation | | |
| - | Hydrology and Hydraulic Study Report | | |
| - | Economic Analysis | | |
| - | Traffic Study Report | | |
| - | Pavement Design Report | | |
| 14. | Detailed Cost Estimate for Technical Sanction | 5 | Sets |
| 15. | Design Calculation for Road Pavement, | | |

- | | | | |
|-----|---|---|----------|
| | Road Structure and Bridges / Flyover's (if any) | 2 | Sets |
| 16. | Land Acquisition Plan showing boundaries of land to be acquired for road construction (5 Prints with Sepia print). Identify separately the road with high development potential adjacent to the road. | | |
| 17. | Back-up calculation of BOQs: | 2 | Sets |
| 18. | Soft copies of all documents mentioned above | 3 | CDs each |

9. Work Schedule

The completion time of the studies is 45-days from the date of commencement and excluding time required for approvals by the Pakhtunkhwa Highways Authority (PKHA). PKHA shall charge penalty @Rs.1000/- per day in case of delayed completion up to a maximum of 10% of the cost of the consultancy.

Appendix B

Reporting Requirements

Reporting Requirements

The Consultant shall submit the reports (in both Hard and Soft copies) described in the RFP / TOR.

Appendix C

Key Personnel and Sub consultants

Appendix D

Breakdown of Contract Price in Foreign Currency

[List hereunder cost estimates in foreign currency:

Appendix E

Breakdown of Contract Price in Local Currency and Mode of Payment

| S# | Description | Fees | Amount (Rs.) |
|-----------------------------|--|-------------|--------------|
| On Submission of: | | | |
| 1 | Submission of Inception and alignment Report with alignment plan of various options. | 5% | |
| 2 | Submission of Preliminary design report including scope of work, design parameters including preliminary drawing on A3 size and hydrological report etc with PPT presentation to PKHA. | 10% | |
| 3 | Soil Investigation along the Alignment of Road including detailed report of Geo Technical Investigation regarding bridges / flyover (if any) and Construction Material and query report, EIA or IEE what so ever is required. | 20% | |
| 4 | Topographic Survey and Traffic Survey Report, Economic Analysis and Pavement Design Report. | 15% | |
| 5 | PC-I Proforma including Engineer's Cost Estimate | 15% | |
| 6 | Tender Documents, Tender Drawings with BOQ (Package – wise), Backup Calculation of BOQ, Technical Specifications and Special Provision. | 15% | |
| 7 | Construction Drawings. | 10% | |
| 8 | Detailed Cost Estimate for technical sanction based on joint X-Section and Establishment of the survey control points to the supervisory consultant (BM&TBM etc) | 10% | |
| Total Contract Price | | 100% | |

Appendix F

Services and Facilities to be Provided by the Client

and

**Counterpart Personnel to be made Available
to the Consultants by the Client**

Appendix-G (Integrity Pact)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP/GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP/GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP/GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] 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 GoP/GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] 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 rights and remedies available to GoP/GoKP under any law, contract or other instrument, be voidable at the option of GoP/GoKP.

Notwithstanding any rights and remedies exercised by GoP/GoKP in this regard, [name of Supplier] agrees to indemnify GoP/GoKP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP/GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 GoP/GoKP.

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]