



PUNJAB TRANSPORT COMPANY



REQUEST FOR PROPOSAL (RFP)

HIRING OF SHORT CONSULTANCY FIRM FOR PROCUREMENT AND CONTRACTS MANAGEMENT

January, 2024



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REQUEST FOR PROPOSAL

(For HIRING OF SHORT CONSULTANCY FIRM FOR PROCUREMENT AND CONTRACTS MANAGEMENT)

RFP No.: [PTC/T-220/2024]

Selection of Consulting Services for: “HIRING OF SHORT CONSULTANCY FIRM FOR PROCUREMENT AND CONTRACTS MANAGEMENT”

Punjab Transport Company

Project or Procurement: [Consultancy Services]

Issued on: [January, 2024]



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Preface

This Request for Proposal (“RFP”) has been prepared by the Punjab Transport Company and is based on the Standard Request For Proposal (“Standard RFP”) issued by the Punjab Procurement Regulatory Authority (“the Authority”), dated October, 2021.



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Section 1. Letter of Invitation

[*Punjab Transport Company*]



Proposal No: PTC/T-220/2024

for

“HIRING OF SHORT CONSULTANCY FIRM FOR PROCUREMENT AND CONTRACTS MANAGEMENT”

Request for Proposal(s) (RFP)

Date: ____ February, 2024

1. The Government of the Punjab has set aside funds for the Punjab Transport Company during the financial year 2023-2024. It is intended that these funds will be used to cover eligible payment under the Contract for the “Hiring of Short Consultancy firm for Procurement and Contracts Management”.
2. The Punjab Transport Company now invites proposals to provide the following consulting services i.e. “Hiring of Short Consultancy firm for Procurement and Contracts Management”. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) addresses to all the eligible Consultants and determining the capacity and capability of the Consultants shall be the part of the technical proposal.
4. A firm will be selected under LCS as per PPRA Rules and procedures described in this RFP.



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5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal [*select* STP] - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – PPRAs Policy – Corrupt Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract [*select*: Lump-Sum]

5. Please inform us in writing and/ or in electronic form at the email address procurement@ptc.gop.pk:

**That you received the Letter of Invitation; and
you will submit a proposal as individual firm or in JV form (as eligible firm).**

Yours sincerely,

Chief Executive Officer
Punjab Transport Company
4th floor, IEP Building, 97-B-D/I, Liberty Roundabout
Lahore.
procurement@ptc.gop.pk; ceo@ptc.gop.pk
Ph: 042-99268197-9, UAN # 111-582-111



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Section 2. Instructions to Consultants and Data Sheet

["Notes to the Procuring Agency": This Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Authority and not inconsistent with PPR-14, to address respective project or particular procurement issues, to supplement, but not override, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Procuring Agency" should be deleted from the final RFP issued to the shortlisted Consultants/ eligible Consultants].

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 Punjab, 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) "Consultant" means individual consultant, a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.
- (d) "Contract" means a legally binding written agreement signed between the Procuring Agency 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).
- (e) "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.
- (f) "Day" means a calendar day.
- (g) "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).
- (h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its



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

- (i) “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.
- (j) “ITC” (Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (k) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the Procuring Agency to the shortlisted Consultants.
- (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) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (n) “RFP” means the Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the STANDARD RFP.
- (o) “**Services**” means the work to be performed by the Consultant pursuant to the Contract.
- (p) “STANDARD RFP” means the Standard Request For Proposal, which must be used by the Procuring Agency as the basis for the preparation of the RFP.
- (q) “Sub-Consultant” means an entity to whom the Consultant intends to sub-contract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.
- (r) “TORs” (Section 7 of the RFP) means the Terms of



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Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Agency named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted 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 Agency 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 Agency'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 Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:



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a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Agency 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 Agency.

c. Conflicting relationships

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

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over



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competing Consultants.

5. Corrupt Practices

5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt practices as set forth in Section 6.

5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-Contractors, sub-Contractors, Consultants, suppliers, and personnel, to permit the Procuring Agency 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 Agency.

6. Eligibility

6.1 Unless stated otherwise in the Data Sheet, The Procuring Agency permits Consultants (individuals and firms, including Joint Ventures, Consortium and their individual members from all countries (which fulfill the required criteria and registered with relevant authorities) except (countries to mentioned as per policy of the government) to offer consulting services for the project.

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 eligibility requirements.

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

a. Sanctions

6.3.1 A firm or a Consultant declared blacklisted by the Procuring Agency or the Authority 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 Authority whichever is later. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and 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-

6.3.3 Government-owned enterprises or institutions shall



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owned Enterprises

also be eligible as per provisions of PPR-14.



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, or have resigned or retired;

(ii) are not being hired by the same agency 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 agency); 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 Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency 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.

8.2 Processing fee of Rs.3,000/- in the form of Demand Draft/CDR/Pay Order (non-refundable) favoring "Punjab Transport Company" must be attached with technical proposal. The bidder shall bear all costs associated with the preparation and delivery of his bid, and PTC will in no case be responsible or liable for those costs.



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9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, 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 the individual members 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 Agency.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.
- 12.4 The Proposal Securing Declaration/Bid Security *[to be decided by the procuring agency]* is required to protect the



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Procuring Agency against the risk of Consultant's conduct which would warrant the Consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.

12.5 Any Proposal not accompanied by a Proposal Securing Declaration/Bid Security *[to be decided by the procuring agency]* shall be rejected by the Procuring Agency as non-responsive.

12.6 The Proposal Securing Declaration/Bid Security *[to be decided by the procuring agency]* of a Joint Venture/ Consortium must be in the name of the Joint Venture/ Consortium submitting the Proposal.

b.
**Performance
security**

12.7 The successful Consultant's Proposal Securing Declaration /Bid Security *[to be decided by the procuring agency]* will be discharged upon signing of the Contract with the Successful Consultant, and furnishing the performance security in accordance with Rule-56 of PPR-14 as specified in Data Sheet.

12.8 A Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration/Bid Security *[to be decided by the procuring agency]*:

(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 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**

12.9 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the Procuring Agency) after recording the reason(s) in writing. Such extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period or 180 days whichever is more. 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.



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12.10 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.

12.11 The Consultant has the right to refuse to extend the validity of its Proposal 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 Agency together with the substitution request. Finally, the Procuring Agency 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 Agency, such Proposal will be rejected.

e. Sub-Contracting

12.14 The Consultant shall not sub-contract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP to be received by the Procuring Agency at least seven (07) days before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency will respond in writing, or by standard electronic means, and will send the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, but not later than three (03) Working Days prior to the Proposals' submission deadline, the Procuring



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Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing, or by standard electronic means.

13.1.2 If the amendment is substantial, the Procuring Agency may extend the Proposal submission deadline to give the shortlisted 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 Expression of Interest or the RFP, as the case may be.

14.2 The Procuring Agency 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 Agency 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. *[to be decided by the procuring agency as per requirement]*

14.4 A Procuring Agency may specify any other requirement



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related to the assignment or Contract, where required, not contrary to the PPR-14.

14.5 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.

14.6 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**. *[to be decided by the procuring agency as per requirement]*

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**. Information on taxes in the Procuring Agency's country is provided 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**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

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



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submit the financial proposal [to be decided by the procuring agency].

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

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

17.2.1 A Proposal submitted by a Joint Venture / Consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. In case of foreign bidder, who is part of the consortium or submitted its proposal independently, the authorized person of the bidder should submit its power of attorney duly attested by the foreign office. [Details of attestation to be mentioned by the procuring agency]

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", for "[Name of the Assignment]", reference number, name and address of the Consultant, and



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with a warning “**Do NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**Do NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**Do NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency may reject the proposal and will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

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

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency 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.



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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 Agency on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored, until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals, the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture / Consortium, the name of the Joint Venture/ Consortium, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Procuring Agency's evaluation 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



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if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

21.2 PTC 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 Agency'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 provision of Rule-53(2) of PPR-14 may be invoked and procuring agency 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 Agency 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 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 Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they



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have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

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

a. Time-Based Contracts

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 Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

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, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. *[Details to be provided by the procuring agency]*

25. Taxes

25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall include applicable taxes and duties in accordance with the instructions in the **Data Sheet** as the same are constant for all. However, complete list of all taxes, direct and indirect, be made part of the Contract for ready reference and, later on, deduction from the remunerations to deposit with relevant tax authorities.

26. Conversion to Single Currency

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 **Data Sheet**.



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27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

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 **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Quality-Based Selection (QBS)

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 rule 53 of PPR-14.



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c. Least-Cost Selection

27.3 In the case of Least-Cost Selection (LCS), the Procuring Agency 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.

28. Negotiations

D. Negotiations and Award

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** 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 Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.

a. Availability of Key Experts

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 Agency 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 Agency'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.

c. Financial Negotiations

28.6 Cost may be reduced, as per rule 53 of PPR-14, and it may also include the clarification of the Consultant's tax



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liability and how it should be reflected in the Contract.

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 Agency and the Consultant's authorized representative.

29.2 If the negotiations fail, the Procuring Agency 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 Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate the Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency 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 client has transmitted to each consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract.

29.4 Notification of Intention to Award: The client shall send to the Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- i. the name and address of the Consultant with whom the client successfully negotiated a contract;
- ii. the contract price of the successful proposal;
- iii. the names of all consultants included in the short list, indicating those that submitted proposals;
- iv. where the selection method requires, the price offered by each consultant as read out and as evaluated;
- v. the overall technical scores and scores assigned for each criterion and sub-criterion to each consultant;



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- vi. the final combined scores and the final ranking of the consultants;
- vii. a statement of the reason(s) why the recipient's proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- viii. Instruction on how to request a debriefing and/or submit a complaint during the Grievance period.

29.5 Notification of Award: Upon expiry of the grievance period and upon satisfactorily addressing any complaint that has been filed within that period, the client shall, send a notification of award to the successful consultant, confirming the client's 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 PTC 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 PTC reserve the rights to cancel/terminate the LOA upon non fulfilment of the clauses of RFP / LOA.

29.10 Contract/ Agreement may be terminated with prior notice of one month by PTC in case the consultant breaches any of the terms and conditions of the contract/ agreement.

29.11 In case of any dispute, the decision of Chief Executive Officer (PTC) shall be binding and conclusive.

30. Bid Security [if applicable]

30.1 *[The procuring agency may decide to demand bid security from 0 to 5% of the estimated price alongwith the proposal to be submitted by consultant.]*

30.2 *[if the Procuring Agency decides to receive bid security it shall provide complete details regarding receipt and released of bid security in this clause as well as in Data Sheet and shall*



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also harmonized the same with ITC 12.4 to 12.6 e.g. as follows:

- *Bid security should submitted with technical proposal.*
- *Release of bid security of unsuccessful bidders should be after publication of evaluation. etc. etc.]*

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.



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Instructions to Consultants E. Data Sheet

A. General	
ITC Clause Reference	
2.1	Name of the Procuring Agency: <u>Punjab Transport Company</u> Method of selection: <u>Least Cost Selection (LCS) Method</u> as per PPRA Rules, 2014 (amended time to time)
2.2	Financial Proposal is to be submitted in separate envelope as per the Single Stage Two Envelop Bidding Procedure The name of the assignment is: <u>"Hiring of Short Consultancy firm for Procurement and Contracts Management"</u>
2.3	A pre-Proposal conference/meeting will be held: No
2.4	The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>all the data relating to procurement activities will be provided as per the TORs</u>
4.1	N/A
6.3.1	A list of debarred firms and individuals is available at the PPRA website: <u>ppra.punjab.gov.pk</u>
B. Preparation of Proposals	
9.1	The language of the Bid is <i>English</i> . All correspondence shall be in English
10.1	The Proposal shall comprise the following:



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	<p>For SIMPLIFIED TECHNICAL PROPOSAL (STP):</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none">1. Power of Attorney to sign the Proposal2. TECH-13. TECH-24. TECH-55. TECH-66. TECH-7 <p>Financial Proposal:</p> <ol style="list-style-type: none">(1) FIN-1(2) FIN-2(3) FIN-3(4) FIN-4(5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	N/A
11.1	Association of Sub-Contractors, Key Experts and Non-Key Experts with more than one Consultant in a Proposal is not permissible.
12.1	Proposals shall be valid for 180 days
12.7 & 12.8	The successful consultant shall be under an obligation to submit performance security 10% in the form of CDR/DD/PO/ Bank Guarantee within 10 days of the demand by the procuring agency.
13.1	<p>Clarifications may be requested no later than 7 days prior to the submission deadline.</p> <p>Chief Executive Officer Punjab Transport Company 4th floor, IEP Building, 97-B-D/I, Liberty Roundabout Lahore. procurement@ptc.gop.pk, ceo@ptc.gop.pk Ph: 042-99268197-9, UAN # 111-582-111</p>
14.1	Shortlisted and not-shortlisted other Consultants cannot associate with the bidding Consultants after submission of the Proposals to the Procuring Agency.



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14.2 (do not use for Fixed Budget method) <i>[if applicable]</i>	
14.3 for time-based Contracts only <i>[if applicable]</i>	“lump sum Contracts”, total available budget of the assignment is Rs 5.00 Million, with inclusive of all taxes (Income Tax and PST) at the prevalent rates.
14.4 and 27.2 use for Fixed Budget method <i>[if applicable]</i>	N/A
15.2	The format of the Technical Proposal to be submitted is: <u>STP</u> Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p><i>[A <u>Standard</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added. If the Procuring Agency wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms:</i></p> <p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services (as per Govt. of the Punjab rates) ;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p>



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	<p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Procuring Agency;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if applicable)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>
16.2	<p>A price adjustment provision, especially w.r.t changes in taxes/ rates/ fees/ duties if any, applies to remuneration rates or lump sum price: N/A</p>
16.2 & 16.3	<p><i>[If there is no tax exemption in the Procuring Agency's country, insert the following:</i> "Information on the Consultant's tax obligations can be found as per Income Tax Ordinance and PRA sales Tax.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in PKR country currency (local currency): Yes.</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
17.4	<p>The Consultant must submit: (a) Technical Proposal: one (1) original; (b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than: Date: 16th February, 2024.</p> <p>Time: 11:00am</p> <hr/> <p>: Technical proposals will be opened on the same day at 11:30 AM in the</p>



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	<p>presence of the representatives of the firms who may choose to attend</p> <p>The Proposal submission address is: 4th Floor, IEP Building, Liberty Roundabout, Main Boulevard, Gulberg-III, Lahore.</p> <hr/>
19.1	An online option of the opening of the Technical Proposals is offered: No
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals. Only financial proposals of technically qualified firms will be opened and financial proposals of technically unqualified firms will be returned after completion of the procurement process as per PPRA Rules
21.1 (for FTP)	<p>[Notes for the procuring agency:</p> <ul style="list-style-type: none">(a) Mandatory Requirements: Submission of documents for(b) <i>Legal Status of Firm or Copy of Certificate of Incorporation from SECP or Registration from Registrar of Firms/ Sole Proprietor (undertaking of establishment)/partnership deed (whatever applicable).</i>(c) <i>Nationality in confirmation of RFP document.</i>(d) <i>Affidavit for Non-Blacklisting”</i>(e) <i>Criteria, sub-criteria and point system is mentioned in subject clause of data sheet. Evaluation criteria for technical evaluation of consultants shall include the following:</i>(f) <i>Experience: the consultants specialized skills, working on the similar assignment and access to particular technologies related to the assignment;</i>(g) <i>Firm(s) should have completed at least two (02) projects with public/ private sector. Documentary evidence to substantiate the completed project be attached</i>(h) <i>Financial capability: financial capability of the consultant may be evaluated with a view to ensuring that the consultant can complete the assigned task in a timely manner;</i>(i) <i>Copy of at least last 02 years Audited Accounts.</i>(j) <u>Approach and methodology:</u> <i>the methodology proposed by the consultants shall be evaluated for its innovativeness and soundness;</i>(k) <i>Quality management: the availability of a well-established</i>



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	<p><i>quality management system may be taken into account for large and complex assignments; and</i></p> <p><i>(l) Staff proposed: qualification and experience of the proposed staff of the consultant in the relevant field.]</i></p> <p><i>(m) Profile of the company.</i></p> <p><i>(n) RFP Documents duly signed & stamped on each page.</i></p> <p><i>(o) Proof of valid and active NTN registration.</i></p> <p><i>(p) Proof of valid and active Sales Tax registration (if applicable).</i></p> <p><i>(q) Detail of core team along with necessary evidence as mentioned in TORs.</i></p>
<p>21.1 [for STP]</p>	<p>Criteria, sub-criteria (financial capability of firm and organizational profile), and point system for the evaluation of the Simplified Technical Proposals are:</p> <p>1. Specific experience of the Consultant (as a firm) relevant to the Assignment: 02 projects with costing more than 500.00 million each Total points for criterion (i) [5+5 = 10 Points]</p> <p>2. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference: Total points for criterion (ii): [15+15 = 30]</p> <p>3. Financial Soundness: Accumulated Average Annual Turnover of last two years on the following basis. Less than 5.00 Million = 0 marks 5.00 to 7.00 Million = 2.5 marks for each year Above 7.00 Million = 5 marks for each year Total points for criterion (iii): [10]</p> <p>4. Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}</i> <i>Qualification carries 40% weightage whereas experience carries 60% weightage.</i></p> <p>a) Position K-1: [Procurement Specialist] [20]</p> <p>b) Position K-2: [Contract Management Specialist] [15]</p> <p>c) Position K-3: [Financial Management Specialist] [15]</p>



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	<p style="text-align: right;">Total points for criterion (iv): [50]</p> <p>Note: 30% weightage will be given to matching qualification and 70% to experience as described in the TORs</p> <p>Total points for the criteria: [100]</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 65%</p>
23.1	An online option of the opening of the Financial Proposals is offered: No.
25.1	For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the Contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency's country; as the same are constant for all. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line. All taxes will invariably be included in the remuneration of the Consultants or cost of the Contract. The Procuring Agency may deduct those taxes which are to be deposited with the relevant tax authorities.
26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>PKR</u>
27.1 (QCBS only)	N/A
	D. Negotiations and Award
28.1	Expected date and address for Contract negotiations: Date: <u>19th February, 2024</u> Address: <u>4th floor, IEP Building, 97-B-D/I, Liberty Roundabout Lahore.</u>
29.1	The publication of the Contract award information following the completion of the Contract negotiations and Contract signing will be done as following: <u>4th floor, IEP Building, 97-B-D/I, Liberty Roundabout</u>



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	<u>Lahore.</u> The publication will be done within three days after the Contract signing.
30.1, 12.4, 12.5 & 12.6 [if applicable]	NA
31.1	Successful consultant shall be required to submit Stamp duty (under Stamp Duty Act 1899) within three days of the demand by the procuring agency for signing of contract.



Section 3. Technical Proposal – Standard Forms

[Notes to Consultant shown in brackets [] throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.]



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CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	
"v" If applicable		TECH-1 Attachment	If the Proposal is submitted by a Joint Venture/ Consortium, attach a letter of intent or a copy of an existing agreement.	
"v" If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture/ Consortium, several forms are not required: a power of attorney for the authorized representative of each member, and a power of attorney for the representative of the lead member to represent all members	
v		TECH-2	Consultant's Organization and Experience.	
v		TECH-2A	A. Consultant's Organization	
v		TECH-2B	B. Consultant's Experience	
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency.	
v		TECH-3A	A. On the Terms of Reference	
v		TECH-3B	B. On the Counterpart Staff and Facilities	
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
v	v	TECH-5	Work Schedule and Planning for Deliverables	
v	v	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
v	v	TECH-7	Affidavit	

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



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FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

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

Dear Sirs:

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

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

OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until {insert day, month and year in accordance with ITC 12.1}.
- (c) We have no conflict of interest in accordance with ITC 3.



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- (d) [Only if required in ITC10.2 (Data Sheet 10.2), include the following:] 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 Agency.
- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency 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}



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FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

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



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Duration	Assignment name/& brief description of main deliverables/outputs	Name of Procuring Agency & Country of Assignment	Approx. Contract value (in PKR equivalent) / Amount paid to your firm	Role on the Assignment	Number of Person-Months of Experts provided by the Firm	Names of Key Experts (Team Leader, Project Director/Coordinator)
{e.g., Jan.20-- – Apr.20-- }	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., PKR 1 mill/PKR 0.5 mill}	{e.g., Lead partner in a JV/ Consortium A&B&C}		
{e.g., Jan-May 20--}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., PKR0.2 mil/PKR 0.2 mil}	{e.g., sole Consultant}		



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FORM TECH-5 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

{Suggested structure of your Technical Proposal}

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

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

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

[Note for Procuring Agency: add the environmental and social aspects to deliver the expected output(s), and the degree and detail of supervision structure for infrastructure Contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]

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

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

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

FORM TECH-6 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Procuring Agency}													
D-2	{e.g., Deliverable #2:.....}													
n														

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



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FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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



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

 Full time input
 Part time input



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FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____



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Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date



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FORM TECH-7 (FOR FTP AND STP) (AFFIDAVIT)

[To be printed on PKR 300 Stamp Paper, duly attested by oath commissioner. 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 agency if the Procuring agency, 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 *[name of Procuring Agency]* of the Punjab 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 *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (i) The consultant is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with proposal are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) All the information is correct to the best of my knowledge and belief.
- (iv) *****omitted***

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

[lump sum and selection method i.e. least cost]



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Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses



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FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: {Name and address of Procuring Agency}

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding" all indirect local taxes in accordance with Clause 25.1 in the Data Sheet]. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

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

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

We remain,

Yours sincerely,



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Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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



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FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1} [to be decided by the procuring agency]	{Insert Foreign Currency # 2, if used} [to be decided by the procuring agency]	{Insert Foreign Currency # 3, if used} [to be decided by the procuring agency]	{Insert Local Currency, if used and/or required (16.4 Data Sheet)} [to be decided by the procuring agency]
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax } (if applicable)				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4). {It is however suggested to opt for only one currency keeping in view the fact that uncertain situation Pak Rupees may create a lot of difficulties in the future contracts.}



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FORM FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration _____									
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}	Nationality and Firm name
Key Experts									
K-1			{Home}						
			{Field}						
K-2									
Non-Key Experts									
N-1			{Home}						
N-2			{Field}						
Total Costs									



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Standard Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

{Name of Consultant}

Signature of Authorized Representative

Date

Name: _____

Title: _____



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Consultant's Representations Regarding Costs and Charges (Model Form I)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour (if applicable)	Proposed Fixed Rate per Working Month/Day/Hour (if applicable) ¹
Home Office									
Procuring Agency's Country									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4



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FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

Legend:

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



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.

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. Corrupt Practices

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

[(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process



Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

17A. Blacklisting.– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

21. Blacklisting.–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and



(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show cause notice shall contain:
 - (a) precise allegation, against the bidder or Contractor;
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.



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4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.
7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
9. The procuring agency shall communicate to the bidder or Contractor the order of debaring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
12. The Authority shall immediately publish the information and decision of blacklisting on its website.
13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties



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and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.

15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.



Section 7. Terms of Reference

1. BACKGROUND:

- 1.1 Punjab Transport Company (PTC), previously known as Lahore Transport Company, a public company limited by guarantee, set up under section 42 of Companies Ordinance, 1984 repealed with Companies Act 2017, has been notified by the Government of the Punjab for the purposes of Chapter V-A of the [Punjab] Motor Vehicles Ordinance, 1965 (XIX of 1965) in the notified area of the territorial jurisdiction of the Punjab.
- 1.2 In the past Procurement of 350 buses made in 2012 which extended up to 2017, now PTC is going to execute the project titled Induction of Eco friendly buses in cities of Punjab.
- 1.3 In this scenario, procurements of significant amount are underway and PTC has the vital role to complete these procurements in time. In this situation there is need of an experienced Consultancy Firm for Procurement and Contracts Management for preparation/review/vetting of these procurements to complete these procurements smoothly.

2. PURPOSE:

- 2.1 The purpose for hiring of procurement & Contract management consultant is to prepare/ review / vet the procurement documents (i.e. Pre-Qualification Documents / RFPs / Bidding Documents including Contracts) and evaluation reports including vetting of Technical Criteria as per PPRA/ (amended time to time) (whichever is applicable) against the below mentioned procurements.

3. PROCUREMENTS/CONSULTANCIES:

- 3.1 PTC intends to acquire following procurements/consultancy services:
 - a. Procurement of Buses & Chargers
 - b. Engineering Design & Construction Supervision Consultant (EDCS)
 - c. Construction of Depots
 - d. Bus Operations & Maintenance
 - e. Individual Consultants:
 - i. Electrical Consultant.
 - ii. Mechanical Consultant.
 - iii. MIS Consultant
 - f. Financial Management Consultancy Firm.
 - g. Any other procurement & contracts as desired by PTC.

4. DURATION OF CONTRACT

- 4.1 The period of the assignment is for 18 months engaging the key expert during this period on intermittent basis.



5. SCOPE OF WORK:

- 5.1 Prepare / Review / vetting of following procurement documents related to goods / works / services (as and when required by the PTC).
- 5.2 Consultancy firm shall be responsible for providing the complete procurement and contract management services (from preparation/vetting of documents till Financial close) on above mentioned procurements and consultancies in line with PPRA (amended time to time) / any PPRA direction (issued time to time) (whichever is applicable).
- 5.3 The scope of work shall include, but not be limited to:
 - 5.3.1 Preparation of all relevant documents as per PPRA (amended time to time) (whichever is applicable) in context to procurement of goods/works/services/hiring of consultants (the firms as well as individual consultants).
 - 5.3.2 Vetting / Preparation / improvement of all types of bidding documents including but not limited to EOI, Prequalification documents, TORs/RFP for works, goods and services as well as evaluation of the bids and negotiating with contractors and suppliers in line with PPRA/World bank/FIDIC/PEC guidelines (whichever is applicable) including detailed terms of references for the project (consultant firms, individuals and contractors).
 - 5.3.3 To ensure that the scope of bid, evaluation, qualification criteria are unambiguous and adequately covered in the bidding documents, while preparing such documents.
 - 5.3.4 Vetting / Preparation / improvement of legal binding clauses / Letter of Prequalification / Letter of Acceptance / Award / Agreements / Contracts etc.
 - 5.3.5 Review and assist in bidding process, contract management, implementation and execution:
 - 5.3.5.1 Conducting pre-bid meeting(s), clarification of bid documents and amendments to the bid documents (if required).
 - 5.3.5.2 Maintain complete bidding records of respective procurement proceedings along with all associated documentation in hard and soft form.
 - 5.3.5.3 Bid evaluation, obtaining bidder's clarifications, preparation and review of technical and financial bid evaluation reports.
 - 5.3.5.4 Respond to the inquiries related to the tenders, evaluation criteria or related issues.
 - 5.3.5.5 Review and recommendations of successful bidder for approval from competent forum.
 - 5.3.5.6 Vetting / Preparation / improvement of Letter of Prequalification / Letter of Acceptance / Award / Agreements / Contracts etc. with bidder (s).



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- 5.3.5.7 Carry the overall responsibility for all the Procurement & Contract Management functions.
- 5.3.5.8 Execution of procurements as per Agreement / Contracts.
- 5.3.5.9 Preparation & Updating procurement plan along with its implementation plan.
- 5.3.5.10 Prepare all presentations required time to time for approval and progress review meetings
- 5.3.5.11 Ensure compliance with legal requirements of PC-I and consultancy study in procurement actions for engaging consultants, procuring goods and work requirements.
- 5.3.6 Addressing the Grievance under PPRA if raised during any process of the procurement activity.
- 5.3.7 Maximize efficiency of procurement cycle by providing strategic expert advice and implementing necessary controls ensuring transparency cost effectiveness and soundness of all procurements.
- 5.3.8 Services will be required in phases on need basis/intermittent basis.
- 5.3.9 Vetting the invoices/bills before submitting the PTC Finance section for release of funds.
- 5.3.10 Prepare the progress report/completion report which shall be the part of the invoice/bill.
- 5.3.11 Consultant shall assist / guide in penalties execution as per Agreement / Contracts.
- 5.3.12 In case of dispute/disagreement/litigation/claim, the consultant shall assist the PTC to safe guard the Company's interests.
- 5.3.13 Address all matters associated with procurements of goods/services/works e.g. taxation, duties clearance etc.
- 5.3.14 Consultant shall be liable to monitor the project till Financial close.
- 5.3.15 Respond/Reply adequately and timely to various audit reports/queries (Internal, External and AG Audit) by ensuring that procurement documents are effectively filed and provide complete track of procurement cycle.
- 5.3.16 Represent PTC at donor/Government forum (if required) at local levels.
- 5.3.17 Reply to various donor(s)/Government department(s) and agency(ies) queries/objection as and when required.
- 5.3.18 Assessing and identifying the risk like institutional, organizational, procedural, etc. that may negatively affect the ability of the agency to carry out the procurement process.
- 5.3.19 Maintain audit file(s) for each contract which will include original contract, all correspondence, changes/deviations, amendments, clarifications, payment schedules.
- 5.3.20 Monthly/Quarterly/Final report on the activities undertaken.



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- 5.3.21 Put in place a procurement monitoring mechanism.
- 5.3.22 Consultant will be solely responsible for loss due to any deficiency or negligence.
- 5.3.23 Consultant will provide approach & methodology.
- 5.3.24 Strengthening procurement capacity of the staff of organization.
- 5.3.25 Any other activity related to procurement & contract by the PTC.

6. DELIVERABLE:

- 6.1 The firm will depute the team at PTC office without any additional cost within fifteen (15) days from the award of the consultancy work. Deliverables are as under:
 - a. Vetting / Preparation / improvement of Tender Advertisements notice, tender documents and ensure their publishing on PPRA and PTC website and in National / international newspapers.
 - b. Vetting / Preparation / improvement of EOI/Prequalification documents/ RFPs/BD and their issuance to firms.
 - c. Pre-Bid meetings (if required).
 - d. Technical Bids Opening and their evaluation including preparation of technical evaluation report.
 - e. Financial bids opening and their evaluation including preparation of financial evaluation report.
 - f. Ensure uploading of results/evaluation report(s) on PPRA and PTC websites.
 - g. Issuance of work order/Purchase order/Letter of Acceptance / Award (LOA) to successful bidder.
 - h. Agreement/Contract signing with the successful bidder.
 - i. Execution of Contract as per Agreement.
 - b. Penalties execution as per Agreement.
 - c. Contract monitoring & Financial close.
 - d. Any other activity related to procurement & contract by the PTC



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7. CORE TEAM OF EXPERTS

Sr #	Position	Qualification & Experience
1	Team Leader (Procurement Specialist)	16 years education in Business Administration/ Supply Chain/ Economics/ Engineering or related qualification, with 12 years experience, M. Phil with 10 years experience and PhD with 8 years experience in the field of Procurement of large and extensive projects, preparing and vetting tender documents, contract terms and conditions, procurement processes conducted under PPRA/World Bank/ADB/FIDIC/PEC
2	Contract Management Specialist	16 years education in Law/ Social Sciences/ Management/ Engineering/ relevant qualification with 10 years experience, M. Phil with 8 years experience and PhD with 6 years experience. related to preparation and review of documents of contract management and procurement etc.
3	Financial Management Specialist	16 years education in Economics/ Finance/ preferably member of a Professional body like ACCA, ICMA, CA, etc. with 10 years experience working in projects related to Auditing, Financial Management, Financial Modelling and Economic viability.

8. PAYMENT SCHEDULE

8.1 Punjab Transport Company will make payments against following deliverables, subject to successful acceptance of:

Sr. No.	Description	Payment Schedule Total 100%	Deliverables As mentioned in Schedule-A but not limited to;	Breakup of Payment Schedule
1	Procurement of Buses & Chargers	30%	Vetting / improvement of Bidding Documents.	10%
			Assist/Review Bidding process, prepare evaluation sheet(s), recommendation of successful bidder till signing of Contract Agreement.	25%
			Execution of Contract as per Agreement, Compliance contractual obligations, Vetting of bills/IPC and issuance of Completion certificate before final bill.	35%
			Contract monitoring for induction/procurement of buses till	30%



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			Financial close/ply of buses (which ever is later) (Including preparation and process of documents related to the customs/any insurance etc).	
2	Engineering Design & Construction Supervision Consultant (EDCS)	15%	Vetting / improvement of Bidding Documents.	10%
			Assist/Review Bidding process, prepare evaluation sheet(s), recommendation of successful bidder till signing of Contract Agreement.	25%
			Execution of Contract as per Agreement, Compliance contractual obligations, Vetting of bills/IPC and issuance of completion certificate before final bill.	35%
			Contract monitoring till Financial close	30%
3	Construction of Depots	10%	Vetting / improvement of Bidding Documents of contractors	10%
			Vetting Bidding process till signing of Contract Agreement.	25%
			Third party validation during execution of Contract as per Agreement, Compliance contractual obligations, Vetting of bills/IPC and issuance of completion certificate before final bill.	35%
			Contract monitoring & Financial close	30%
4	Bus Operations & Maintenance	30%	Vetting / Improvement of Bidding Documents.	10%
			Assist / Review Bidding process, prepare evaluation sheet(s), recommendation of successful bidder till signing of Contract Agreement.	25%
			Compliance till commencement of operations	35%
			Contract monitoring & induction/procurement of buses till Financial close/ply of buses (which	30%



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			ever is later).	
5	Individual Consultants: a. Electrical Consultant b. Mechanical Consultant c. MIS Consultant	05%	Preparation / improvement of Bidding Documents	10%
			Assist / Review Bidding process, prepare evaluation sheet(s), recommendation of successful bidder till signing of Contract Agreement.	25%
			Execution of Contract as per Agreement, Compliance contractual obligations, Vetting of bills/Fees before final bill.	35%
			Contract monitoring & Financial close.	30%
6	Financial Management consultancy Firm	10%	Preparation / improvement of Bidding Documents.	10%
			Assist / Review Bidding process, prepare evaluation sheet(s), recommendation of successful bidder till signing of Contract Agreement.	25%
			Execution of Contract as per Agreement, Compliance contractual obligations, Vetting of bills/Fees before final bill.	35%
			Contract monitoring & Financial close.	30%



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Section 8. Conditions of Contract and Contract Forms

Consultant's Services

(Lump-Sum)



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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

[Loan/Credit/Grant/ ADP] No. _____

Contract No. _____

between

[Name of the Procuring Agency]

and

[Name of the Consultant]

Dated: _____



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Form of Contract

LUMP-SUM

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract, supplementing without violating the General Conditions;
- (c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee



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

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

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

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

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

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

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

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

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

[*Name of the lead member*]

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

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



General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

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



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

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



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Consultant.

2. Relationship between the Parties

2.1. The Consultant shall be responsible to the Procuring Agency for the satisfactory work done as per the Contract agreement. He shall also be held responsible for the services provided by him as per rule 54 of the PPR-14. This Contract shall govern the relationship between the Procuring Agency and the Consultant.

3. Law Governing Contract

3.1. The Contract shall be governed and interpreted in accordance with the laws of the province of Punjab, unless otherwise specified in **SCC**.

4. Language

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Headings

The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5.1. Reports to be submitted by the Consultants as part of the assignment shall be in the English language.

6. Communications

6.1. Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the **SCC**..

6.2. A notice, request or consent shall be effective when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

7. Location/Site

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Procuring Agency's country or elsewhere, as the Procuring Agency may approve.

8. Authority of Member in

8.1. In case the Consultant is a Joint Venture or a Consortium, the members hereby authorize the member specified in the **SCC** to act on



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- Charge** their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption**
- 10.1 Punjab Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed Contracts, observe the highest standard of ethics during the procurement and execution of such Contracts.
- 10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-Contractors, sub-Contractors, Consultants, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.
- 10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.
- 10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt practices in competing for the Contract. The corrupt practices are explained in S-2(d) of PPRA Act, 2009
- 10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions: S-2(d) and S-17(A) of PPRA Act, 2009 and rule 21, read with Schedule appended with, PPR-14.
- a. Commissions and Fees** 10.1. The Procuring Agency requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must



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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract does not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, cancel the Contract.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and other experts/ personnel required for carrying out the Services after the Effective Date as specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, may only be made by written agreement between the Parties, as per PPR-14. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a



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

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

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

b. No Breach of Contract 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

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

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



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

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

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

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

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

18. Suspension

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

19. Termination

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

a. By the Procuring Agency

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



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

- (a) If the Consultant fails to rectify a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant (or, if the Consultant consists of more than one entity) or if any of its members becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13;
- (g) If the Consultant fails to submit deliverables and delays such satisfactory submission for more than 48 hours in emergency/ urgent nature cases or as mentioned in the Contract.

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

b. By the Consultant

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



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

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

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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



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

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

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

b. Law Applicable to Services

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

21. Conflict of Interests

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



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interests.

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

- 22. Confidentiality** 22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information



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acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

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

24. Insurance to be Taken out by the Consultant

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

25. Accounting, Inspection and Auditing

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

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

26. Reporting Obligations

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

27. Proprietary Rights of the

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



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Procuring Agency in Reports and Records

databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

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

28. Equipment, Vehicles and Materials

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

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

D. CONSULTANT'S EXPERTS AND SUB-CONTRACTORS



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- 30. Description of Key Experts** 30.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 31. Replacement of Key Experts** 31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.
- 31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, as agreed by the Procuring Agency, and at the same rate of remuneration.
- 32. Removal of Experts or Sub-Contractors** 32.1 If the Procuring Agency finds that any of the Experts or Sub-Consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determines that a Consultant's Expert or Sub-Consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-Contractors is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-Contractors shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
- E. OBLIGATIONS OF THE PROCURING AGENCY**
- 33. Assistance and Exemptions** 33.1 Unless otherwise specified in the **SCC**, the Procuring Agency should use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.



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- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-Contractors employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.
- (e) Assist the Consultant, any Sub-Contractors and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

34. Access to Project Site

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



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Contractors or the Experts of either of them.

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

35.1 If, after the date of this Contract, there is any change in the applicable law in the country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

36. Services, Facilities and Property of the Procuring Agency

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

37. Counterpart Personnel

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

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

38. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

39. Contract Price

39.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

40. Taxes and Duties

40.1 The Consultant, Sub-Contractors and Experts are responsible for meeting any and all tax liabilities, direct and indirect, arising out of the Contract unless it is stated otherwise in the **SCC**.

41. Currency of

41.1 Any payment under this Contract shall be made in the



Payment currency(ies) of the Contract.

42. Mode of Billing and Payment

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

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

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

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

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



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

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

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

43. Interest on Delayed Payments

43.1 If the Procuring Agency had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 42.2.2 , for the satisfactory completion of deliverables, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

44. Good Faith

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

H. SETTLEMENT OF DISPUTES

45. Arbitration

45.1 Any dispute of any kind whatsoever shall arise between the Authority and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

45.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may



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be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with this Contract and the Arbitration Act, 1940.

45.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.



I. CORRUPT PRACTICES

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

[(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii) collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

Blacklisting & Debarment:



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Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

17A. Blacklisting.– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(5) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(6) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(7) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

21. Blacklisting.–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.



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(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show cause notice shall contain:
 - (a) precise allegation, against the bidder or Contractor;
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.
4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor



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- and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
 6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.
 7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
 8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
 9. The procuring agency shall communicate to the bidder or Contractor the order of debaring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
 10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
 11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
 12. The Authority shall immediately publish the information and decision of blacklisting on its website.
 13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
 14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.



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15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.



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	For the Consultant: <i>[name, title]</i> _____
11.1	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p>OR</p> <p><i>List here any conditions of effectiveness of the Contract]</i></p> <p>The effectiveness conditions are the following: <i>[insert "N/A" or list the conditions]</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: four months].</i></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____ <i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be _____ <i>[insert time period, e.g.: twelve months].</i></p>
21 b.	<p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes _____ No _____</p>



23.1	<p>No additional provisions.</p> <p><i>[Notes to the Procuring Agency and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Agency.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which shall not be less than remunerations nor it shall be more than twice the remunerations as per Rule 54(2) of PPR-14];</i></p> <p>(b) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Procuring Agency's country"];</i></p> <p>(c) procuring agency's liability and workers' compensation insurance in respect of the experts and Sub-Contractors in accordance with the relevant provisions of the applicable law in the Procuring Agency's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	<p><i>[If applicable, insert any exceptions to proprietary rights provision _____]</i></p>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, which is normally the case, the following could be used:]</i></p> <p>The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.</p>



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<p>29. Code of Conduct</p>	<p>The Consultant is “required” / “not required” <i>[select option as applicable]</i> to have a Code of Conduct for Experts as per the policy of the concerned Procuring Agency.</p> <p><i>[Note to Procuring Agency: Consultants are required to have a Code of Conduct for experts for supervision of infrastructure Contract (such as Plant or Works) and for other consulting services where the social risks are substantial or high. Additional provisions may be added by the Procuring Agency w.r.t. specific respective requirements.]</i></p>
<p>33.1 (a) through (e)</p>	<p><i>[List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]</i></p>
<p>33.1(f)</p>	<p><i>[List here any other assistance to be provided by the Procuring Agency. If there is no such other assistance, delete this Clause SCC 33.1(f).]</i></p>
<p>39.1</p>	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local direct and indirect taxes.</i></p> <p><i>[It is better to include the taxes, direct and indirect, customs duties, fees, rates etc in the overall Contract price. Any future change (increase or decrease) may be taken account of to increase or decrease the Contract price].</i> The Procuring Agency shall ensure that all applicable taxes etc are paid and shall deduct all those taxes etc. at source which are liable to be paid under the Applicable Laws/ Rules and have to be collected and deposited with the relevant taxation authorities.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized in the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
<p>40.1 and 40.2</p>	<p>The Procuring Agency warrants that <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</i></p> <p><i>If ITC 16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-Contractors and the Experts shall be exempt from ”</i></p> <p><i>OR</i></p> <p><i>If ITC 16.3 does not indicate the exemption then it is better to include the taxes, direct and indirect, customs duties, fees, rates etc in the overall Contract price. Any future change (increase or decrease) may be taken account of to increase or decrease the Contract price].</i></p>



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	<p>The Procuring Agency shall ensure that all applicable taxes etc are paid and shall deduct all those taxes etc at source which are liable to be paid under the Applicable Laws/ Rules and have to be collected and deposited with the relevant taxation authorities.</p>
42.2	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[insert the name of the deliverable, date due, amount of the installment as percentage of the total Contract price, the currency, mode of verification of the satisfactory completion of the deliverable and any other important aspect, eg: Inception Report, 15th March, 5% of the Contract amount, Pak rupees, Consultant Selection Committee under the Secretary Agriculture will approve on the verification of DG Agriculture Extension etc. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 42.2.1]</i></p> <p>2nd payment: _____: _____</p> <p>Final payment: _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC 39.1.]</i></p>
42.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below.]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none">(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Procuring Agency. The advance payment will be set off by the Procuring Agency in equal portions against <i>[list the payments against which the advance is offset]</i>.(2) The advance bank payment guarantee shall be in the amount and in the currency (ies) of the advance payment.(3) The bank guarantee will be released when the advance payment has been fully set off.
42.2.2	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p>



	for local currency: <i>[insert account]</i> .
43.1	The interest rate is: <i>[insert rate]</i> .
45.1	<p>[Procuring Agency will describe the mechanism for dispute settlement. Following is the guidance.]</p> <p>Dispute Resolution</p> <ol style="list-style-type: none">i. If any dispute of any kind whatsoever shall arise between the Authority and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.iii. At the event of failure of mediation to resolve the dispute relating to this Contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act, 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <i>[insert name of city]</i>, Pakistan and proceedings will be conducted in English language.iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion. Both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the Contract. <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.</p> <p>Arbitrator’s fee: The fee shall be specified in Pak Rupees, which shall be shared equally by both parties.</p> <p>Appointing Authority for Arbitrator: By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party</p>



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may submit an application to the Chief Secretary, Punjab/ Chairman PPRA, for appointment of sole arbitrator. The Chief Secretary, Punjab/ Chairman PPRA may depute any impartial person (serving or retired/ as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Consultant who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred for arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at *[insert name of the city]*. The award of the arbitrator shall be final and shall be binding on the parties.



Appendices

APPENDIX A – TERMS OF REFERENCE

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

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modifications, if any, based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized in the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

[When the Consultant has been selected under Quality-Based Selection method, also add the following:]

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Procuring Agency prior to the Contract’s negotiations.



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“Should these representations be found by the Procuring Agency (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Agency shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Agency before any such modification, (i) the Procuring Agency shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Agency to the Consultants, the Consultants shall reimburse to the Procuring Agency any excess payment within thirty (30) days of receipt of a written claim of the Procuring Agency. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final statement approved by the Procuring Agency in accordance with Clause GCC 42.2.3 of this Contract.”



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Model Form I Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Procuring Agency's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE
[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Procuring Agency]*

Date: _____ *[insert date]*_____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*_____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture/ Consortium, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the Contract]* dated ___*[insert date]*_____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.



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It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Procuring Agency which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *[month]*_____, *[year]*__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]**[one year]*, in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."