Request for Proposal

Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I – Establishment of Daanish School Bajaur, Khyber Pakhtunkhwaa (Consultancy Services)

National

Single Stage-Two Envelope

November 27, 2026

Ministry of Federal Education and Professioanl Training (Daanish Schools),Project Director
1st Floor, Pakistan Manpower Institute, Khayaban-e-Suharwardy, G-7/1, Islamabad
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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Ministry of Federal Education and Professioanl Training (Daanish Schools)** has reserved Funds for the procurement planned for FY **2026-27**. The **Ministry of Federal Education and Professioanl Training (Daanish Schools)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of " **Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I – Establishment of Daanish School Bajaur, Khyber Pakhtunkhwaa**" with the reference of **"P215667"**

2. The **Ministry of Federal Education and Professioanl Training (Daanish Schools)** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/215667**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Friday, December 11, 2026 02:00 PM**. Proposals will be opened on the same day at **Friday, December 11, 2026 02:30 PM**. Manual submission of RFPs shall not

be entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0,** may register themselves on **https://vendors.epads.gov.pk/**. A tutorial to explain the registration process is available at **https://www.youtube.com/watch?v=MNW6T38v7tc**

In terms of Rules 65 of Public Procurement Rules, 2026 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (**www.ppra.gov.pk**).

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Instructions to Bidders

A. General Provisions

1. **Introduction**

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. 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.

1.3. 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.

2. **Corrupt and Fraudulent Practices**

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(x) of the Public Procurement Rules 2026.

B. Preparation of Proposals

3. **General Considerations**

3.1. 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.

4. **Language**

5. 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.

Documents Comprising the Proposal

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

6. **Only One Proposal**

6.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

7. **Proposal Validity**

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. 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.

7.3. 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.

7.4. **Extension of Validity Period**

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2026 or any instructions issued in this regard.

8. **Bid security/Bid Securing Declaration**

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severely responsible.

8.4. The successful Consultant’s Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. C**larification and Amendment of RFP**

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals’ submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. 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:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

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

10. **Preparation of Proposals – Specific Considerations**

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

10.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. 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.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. **Financial Proposal**

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in 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.

12. **Taxes**

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants 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.

13. **Currency of Proposal**

13.1. 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. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. **Submission/withdrawal of Proposals**

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. **Opening of Proposal**

15.1. The Procuring Agency will open all Proposal though **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. **Evaluation of Technical Proposals**

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

17. **Opening of Financial Proposals**

17.1. 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 (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date andtime for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0.**

18. **Correction of Errors**

18.1. 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.

18.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. 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.

19. **Conversion to Single Currency**

19.1. 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.

20. **Selection Technique**

20.1. **Quality and Cost Based Selection**

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.

20.2. **Fixed-Budget Selection (FBS)**

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

20.3. **Least-Cost Selection.**

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 technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. **Negotiations**

21.1. 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.

21.2. The negotiations include discussions of 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, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

22. **Availability of Key Experts**

22.1. 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 Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. 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.

23. **Award of Contract**

23.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. **Grievance Redressal Mechanism**

24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 65 of the Public Procurement Rules, 2026 and Redressal of Grievance regulations.

25. **Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 25 of the Public Procurement Rules, 2026 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. **Environmental objectives**

26.1. As per Rule 64 of Public Procurement Rules, 2026, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured

Bid Data Sheet

Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. General

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Ministry of Federal Education and Professioanl Training (Daanish Schools)**

The subject of procurement is: **Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I – Establishment of Daanish School Bajaur, Khyber Pakhtunkhwaa**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P215667**

BDS Clause Number 2
ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, December 8, 2026
Pre-Bid Meeting: Tuesday, December 1, 2026 11:00 AM
Venue: 1st Floor, Pakistan Manpower Institute, Khayaban-e-Suharwardy, G-7/1, Islamabad
Meeting Link: https://us06web.zoom.us/j/87578114289?pwd=iTqUpDk9Nlg5D82a0H5schr10TgzIc.1

B. Preparation of Proposals

BDS Clause Number 3
ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4
ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 5
ITB Number 7.1

Proposals shall be valid until **90 Days**

BDS Clause Number 6
ITB Number 9.1

List of documents required along with the bid:

1. As required in the mandatory and evaluation criteria

BDS Clause Number 7
ITB Number 10.2

The Consultant’s Proposal must include the minimum Key Experts’ time-input of _____person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 8
ITB Number 10.5

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

BDS Clause Number 9
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 10
ITB Number 7.6
Services and Their related documents:
See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 11
ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
Instrument of Bid Security Shall be in the Name of : **Ministry of Federal Education and Professioanl Training**
The Bid Security shall be in the form of: **Pay Order, Banker's Cheque, Call at Deposit, Bank Guarantee, Demand Draft**

BDS Clause Number 12
ITB Number 13.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 13
ITB Number 14.1

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

1st Floor, Pakistan Manpower Institute, Khayaban-e-Suharwardy, G-7/1, Islamabad

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Friday, December 11, 2026 02:00 PM**

BDS Clause Number 14
ITB Number 15.1

The Bids opening shall take place on **EPADS v2.0**.

Day *: **Friday***

Date: ***Friday, December 11, 2026***

Time *:* ***02:30 PM***

BDS Clause Number 15
ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 16
ITB Number 21.5

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

G. Review of Procurement Decisions

BDS Clause Number 17
ITB Number 24.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP)
FBR (NTN)
FBR (GSTN)
PEC

Eligibility Criteria	Document
A. Letter of Application	Yes
B. Power of Attorney (on non-judicial Stamp Paper valuing PKR 500) specifically authorizing the authorized representative to sign and submit the application on behalf of the Applicant/bidder.	Yes
C. Company Profile & Organization Structure	Yes
D. Valid registration with the Pakistan Engineering Council (PEC) as a consultant with Project Codes 1201, 1204, 1222 & Service Codes 0507, 0509, 0511, 0531, 0532, 0537, 0538, 0540	Yes
E. The Consultant must be registered and on Active Tax List (ATL) of the Federal Board of Revenue (FBR) as well as provincial Revenue Authority. Proof align with valid NTN number shall be provided.	Yes

F. Last three years Audited Financial Statements of the firms.	Yes
G. Company Average Annual Turnover Rs.100 million for the last three years of the firms.	Yes
H.Affidavit of no litigation and no legal action with any Government Organization on Stamp Paper	Yes
I. Affidavit that the firm has never been blacklisted from any Organization on Stamp paper	Yes
J. Firm Affidavit for Presence of Personnel (as required in the 18.1 (iii) on Stamp Paper	Yes
K. Bid Security of Rs.500,000/- in shape of Banker Cheque, Pay Order, CDR from any scheduled Bank of Pakistan.	Yes
L. The firms are required to provide details of following mandatory requirements with supporting evidences General Experience of Feasibility studies/ Master Planning/Design/Detailed Design of General Civil Works Minimum 3 projects for project cost more than 1000 million. Feasibility Study, Master Planning Design experience of relevant projects relating Minimum 2 Projects of cost more than 1000 million.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
80	20

Technical Marks	100
Passing Marks	**70**
Experience	
General Experience of Feasibility studies/ Master Planning/Design/Detailed Design of General Civil Works Minimum 5 Projects for project cost more than 1000 million. Documentary proof (Completion Certificate) be attached. (Qualitative) (Doc Required) 5 Projects **(10)** 4 Projects **(8)** 3 Projects **(6)**	10

Specific Experience of Feasibility Study/Design experience of relevant projects relating Minimum 5 Projects of cost more than 1000 million. Documentary proof (Completion Certificate) be attached. (Qualitative)(Doc Required) 7 or More Projects **(15)** 6 Projects **(12)** 5 Projects **(10)** 4 Projects **(8)** 3 Projects **(6)** 2 Projects **(4)**	15
Experience in similar geographic areas (Province) (Qualitative)(Doc Required) 2 Projects **(10)** 1 Project **(5)**	10
Financial Soundness of the Company Average Annual Turnover Rs.100 million for the last three years of the firm (Qualitative)(Doc Required) = > than 300 = 10 Marks **(10)** = > than 200 = 8 Marks **(8)** => than 100 = 6 Marks **(6)**	10
Approach and Methodology	
Understanding the Scope of the Project (Qualitative)(Doc Required) Understanding the Scope of the Project **(3)**	3
Methodology (Qualitative)(Doc Required) Methodology **(5)**	5
Technical Approach (Qualitative)(Doc Required) Technical Approach **(3)**	3

IT based solution (Qualitative)(Doc Required) IT based solution **(3)**	3
Planning and Monitoring Assistance regarding Government Based project (Qualitative)(Doc Required) Planning and Monitoring Assistance regarding Government Based project **(3)**	3
Transfer of knowledge and trainings during the project (Qualitative)(Doc Required) Transfer of knowledge and trainings during the project **(2)**	2
Work Plan in the form of a Gantt chart of activities with duration of each task (Qualitative)(Doc Required) Work Plan in the form of a Gantt chart of activities with duration of each task **(3)**	3
Staffing Schedule in the form of a bar chart for various phases and activities of the Project (Qualitative)(Doc Required) Staffing Schedule in the form of a bar chart for various phases and activities of the Project **(3)**	3
Key professional staff qualifications and competence for the assignment:	
Project Manager/Team Leader; Bachelor of Civil Engineer, with degree Project Management, having minimum 20 years' relevant experience. Relevant Documents must be attached. (PEC certificate and Degree) (Qualitative)(Doc Required) Project Manager/Team Leader; Bachelor of Civil Engineer, with degree Project Management, having minimum 20 years' relevant experience. Relevant Documents must be attached. (PEC certificate and Degree) **(5)**	5
Principal Engineer; Bachelor of Civil Engineer, having minimum 20 years' relevant experience. Relevant Documents must be attached. (PEC certificate and Degree) (Qualitative)(Doc Required) Principal Engineer; Bachelor of Civil Engineer, having minimum 20 years' relevant experience. Relevant Documents must be attached. (PEC certificate and Degree) **(5)**	5
Contracts, QA/QC & Cost Specialist; Bachelor of Civil Engineer, having minimum 20 years' relevant experience. Relevant Documents must be attached. (PEC certificate and Degree) (Qualitative)(Doc Required) Contracts, QA/QC & Cost Specialist; Bachelor of Civil Engineer, having minimum 20 years' relevant experience. Relevant Documents must be attached. (PEC certificate and Degree) **(3)**	3

Senior Architect: Bachelors in Architecture having minimum 12 years’ relevant experience. Relevant Documents must be attached. (02 No.) PCATP Registration and Degree) (Qualitative)(Doc Required) Senior Architect: Bachelors in Architecture having minimum 12 years’ relevant experience. Relevant Documents must be attached. (02 No.) PCATP Registration and Degree) **(6)**	6
Senior Structure/Civil Engineer: Masters in Civil Engineering with experience of structure design of major building, having minimum 10 years’ relevant experience. Relevant Documents must be attached. (02 No.) (PEC certificate and Degree) (Qualitative)(Doc Required) Senior Structure/Civil Engineer: Masters in Civil Engineering with experience of structure design of major building, having minimum 10 years’ relevant experience. Relevant Documents must be attached. (02 No.) (PEC certificate and Degree) **(4)**	4
Planning Engineer: Bachelors in Civil Engineering having minimum 10 years’ relevant experience in project planning. Relevant Documents must be attached. (PEC certificate and Degree) (Qualitative)(Doc Required) Planning Engineer: Bachelors in Civil Engineering having minimum 10 years’ relevant experience in project planning. Relevant Documents must be attached. (PEC certificate and Degree) **(3)**	3
Quantity Surveyor/Estimation Engineer: Bachelors in civil engineering having minimum 08 years’ relevant experience. Relevant Documents must be attached. (02 No.) (PEC certificate and Degree) (Qualitative)(Doc Required) Quantity Surveyor/Estimation Engineer: Bachelors in civil engineering having minimum 08 years’ relevant experience. Relevant Documents must be attached. (02 No.) (PEC certificate and Degree) **(2)**	2
Site Surveyor: Diploma in civil engineering having minimum 10 years’ experience. (02 No.) (Qualitative)(Doc Required) Site Surveyor: Diploma in civil engineering having minimum 10 years’ experience. (02 No.) **(2)**	2

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I – Establishment of Daanish School Bajaur, Khyber Pakhtunkhwa	**Address:** 1st Floor, Pakistan Manpower Institute, Khayaban-e-Suharwardy, G-7/1, Islamabad **Schedule:** 90 Days **Quantity:** 1/job **Quantity:** 1 job	1/job	500000 PKR

Related Services :

No

TORS (Terms of References)

Positions Without Lots :

Position: Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I – Establishment of Daanish School Bajaur, Khyber Pakhtunkhwa

TORs (Terms of Reference):

Aattached at Annex-A (RFP)

Brief Description

As specified in the Annex - A

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General Provisions

1. **Definitions**

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

1.1. "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

1.2. "**Applicable Law**" means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.

1.3. "**Consultant**" means an individual consultant or a consulting firm as the case may be;

1.4. "**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 subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

1.5. "**Day**" means calendar day unless indicated otherwise.

1.6. "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

1.7. "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

1.8. "**Foreign Currency**" means any currency other than the Pakistani Rupees.

1.9. "**GCC**" means these General Conditions of Contract.

1.10. "**Government**" means the Government of Pakistan.

1.11. "**Joint Venture (JV)**" means an association with or without a legal personality 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.

1.12. "**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.

1.13. "**Local Currency**" means the currency of Pakistan

1.14. "**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.

1.15. "**Party**" means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

1.16. 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

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**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.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of 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. **Relationship between the Parties**

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

3. **Law Governing Contract**

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. **Language**

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring 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**

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

6. **Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

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 Government's country or elsewhere, as the Procuring Agency may approve.

8. **Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on 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. Public 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 in accordance with the requirement of Procurement Regulatory Framework

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 has 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, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. **Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date 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, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. **Force Majeure**

17.1. **Definition**

17.1.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.1.2. 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-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

17.2. **No Breach of Contract**

17.2.1. 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.

17.3. **Measures to be Taken**

17.3.1. 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.

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

17.3.3. 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.

17.3.4. 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:

17.3.4.1. 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

17.3.4.2. 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.

17.3.5. 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 49& 50.

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) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy 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 becomes (or, if the Consultant consists of more than one entity, 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 49

(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) 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.

19.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, 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.

19.2. **By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) 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) days.

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(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.

19.3. **Cessation of Rights and Obligations**

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 which a Party may have under the Applicable Law.

19.4. **Cessation of Services**

19.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5. **e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:
(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
(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, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. **General**

20.1. **Standard of Performance**

20.1.1. 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.

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

20.2. **Law Applicable to Services**

20.2.1. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21. **Conflict of Interests**

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

21.1.1. **Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) 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-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. 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.

21.1.2. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or 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.

21.1.3. **Prohibition of Conflicting Activities**

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.

21.1.4. **Strict Duty to Disclose Conflicting Activities**

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants 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 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 determined under 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-consultants to take out and maintain, at its (or the Sub-consultants', 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-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, 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. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and 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.

27. **Proprietary Rights of the Procuring Agency in Reports and Records**

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, 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 to be issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. **Description of Key Experts**

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

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, and at the same rate of remuneration.

32. **Approval of Additional Key Experts**

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.
The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. **Removal of Experts or Sub-consultants**

33.1. 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 determine 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.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants 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.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. **Replacement/ Removal of Experts – Impact on Payments**

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. **Working Hours, Overtime, Leave, etc.**

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. 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.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants 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.

36.1.5. Assist the Consultant, any Sub-consultants 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.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

37. **Access to Project Site**

37.1. 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-consultants or the Experts of either of them.

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

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's 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 ceiling amounts specified in Clause GCC 42.2.

39. **Services, Facilities and Property of the Procuring Agency**

39.1. 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.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. **Counterpart Personnel**

40.1. 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.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel 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 shall not unreasonably refuse to act upon such request.

41. **Payment Obligation**

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. **Ceiling Amount**

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. **Remuneration and Reimbursable Expenses**

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. **Taxes and Duties**

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

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. **Currency of Payment**

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. **Mode of Billing and Payment**

46.1. Billings and payments in respect of the Services shall be made as follows:
(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. 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 E, 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 installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. 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 invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. **Interest on Delayed Payments**

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), 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

48. **Good Faith**

48.1. 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

49. **Amicable Settlement**

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider 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.

49.2. 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 be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: Ministry of Federal Education and Professioanl Training (Daanish Schools), Project Director 1st Floor, Pakistan Manpower Institute, Khayaban-e-Suharwardy, G-7/1, Islamabad

The Consultant Address:

The title of the subject procurement is:Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I – Establishment of Daanish School Bajaur, Khyber Pakhtunkhwaa

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A";Or

The Lead Member on behalf of the JV is _____ _____ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

For the Procuring Agency:

Ministry of Federal Education and Professioanl Training (Daanish Schools), Project Director
1st Floor, Pakistan Manpower Institute, Khayaban-e-Suharwardy, G-7/1, Islamabad
+92-345-358-2628
pmu@moe.gov.pk

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state "N/A"]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert "N/A" or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be _____ *[insert time period, e.g.: four months]*.

Commencement of Services:

The number of days shall be_____ *[e.g.: ten]*.

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.

Expiration of Contract:

The time period shall be _____ *[insert time period, e.g.: twelve months]*.

Number of GC Clause 23

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **10.00%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:

Consultant's Liabilities

The Consultant shall remain fully responsible and liable for the accuracy, adequacy, completeness, technical soundness and compliance of all designs, drawings, specifications, estimates, Bills of Quantities (BOQs) and other documents prepared or submitted under this assignment. The Consultant shall exercise due professional skill, care, diligence and competence to ensure that all design and BOQ documents are properly coordinated, technically accurate, complete. 10% amount will be held

Number of GC Clause 24

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Nil**

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]

Price adjustment on the remuneration : Nil ***[****insert* **"applies"** *or* **" does not apply"****]***

The currency of payment shall be the following: *PKR*

[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. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder 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 Contract – 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 Islamabad, 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 however the 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.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

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 may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P215667***

To: **Ministry of Federal Education and Professioanl Training (Daanish Schools), Project Director 1st Floor, Pakistan Manpower Institute, Khayaban-e-Suharwardy, G-7/1, Islamabad**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

FORM OF CONTRACT

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 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

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

2. 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;

3. the Procuring Agency has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate:)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

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

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
    - Terms of Reference Appendix
    - Key Experts Appendix
    - Remuneration Cost Estimates Appendix)
    - Reimbursable Cost Estimates Appendix
    - Form of Advance Payments Guarantee

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 Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. 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]*

[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]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

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

Contract Number: Contract Value: Contract Title:

Dated:

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

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

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

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

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

Performance Guarantee Form

Performance Guarantee Form

To: **Ministry of Federal Education and Professioanl Training (Daanish Schools), Project Director 1st Floor, Pakistan Manpower Institute, Khayaban-e-Suharwardy, G-7/1, Islamabad**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods*(*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

Annex-A RFP

Information (Read-Only)

See Form Under Additional Forms and Documents: **Annex-A RFP** (page number: 67)

ToRs Scope

Information (Read-Only)

See Form Under Additional Forms and Documents: **ToRs Scope** (page number: 110)

Financial Forms

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Forms** (page number: 114)

Procurement Forms

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Additional Forms and Documents

Request for Proposal Document for

Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I – Establishment of **Daanish School Bajaur,** Khyber Pakhtunkhwa

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

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PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION 1. LETTER OF INVITATION

LETTER OF INVITATION

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION 2. INSTRUCTIONS TO CONSULTANTS

Instructions to Consultant

1. Definitions

a) "Procuring Agency (PA)" means the department with which the selected Consultant signs the Contract for the Services.

b) "Consultant" refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by _____ through this RFP.

c) "Contract" refers to the agreement that will be signed between the client for _____ under _____ and the successful consultant, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices

d) "Data Sheet" refers to such part of the Instructions to consultant used to reflect conditions of the tendering process that are specific for the requirements of the RFP.

e) "Country" refers to Islamic republic of Pakistan.

f) "Day" refers to calendar day.

g) "Government" refers to the Government of Pakistan that will be receiving the services provided/rendered specified Under the Contract.

h) "Applicable Law" means the laws and any other instruments having the force of law in Pakistan, as those may be issued and in force from time to time;

i) "Instructions to Consultant" refers to the complete set of documents that provides Consultants with all information needed and procedures to be followed in the course of preparing their Proposals

j) "LOI" refers to the Letter of Invitation sent by _____ to consultants.

k) "Proposal" refers to the Consultant's response to the Letter of Invitation & Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the LOI & RFP.

l) "RFP" refers to the Request for Proposal consisting of instructions and references prepared by _____ for purposes of selecting the best service provider to perform the services described in the Terms of Reference.

m) "Services" refers to the entire scope of tasks and deliverables requested by _____ under the RFP.

n) "Terms of Reference" (TOR) refers to the document included in this RFP which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected from the successful proposer.

2. Introduction

2.1 The Consultants are hereby invited to submit a technical and a financial Proposal for consultancy services required for the assignment named in the attached RFP, Data Sheet (referred to as "Data Sheet" hereafter) annexed with this letter of RFP. Your proposal could form the basis for future negotiations, if necessary and ultimately a Contract between your firm and the Client named in the Data Sheet.

2.2 A brief description of the assignment and its objectives are given in the Data Sheet. Details provided in the attached TOR will become part of agreement subsequently.

2.3 The assignment shall be implemented in accordance with the work schedule indicated in the Data Sheet, read with the Scope of Work and TOR.

2.4 The PA (referred to as the "Client" hereafter) has been entrusted with the implementation of the Project as Executing Agency. Funds for the consultancy assignment shall be made available under the applicable approved funding arrangements, and the Client intends to apply such funds to eligible payments under the Contract.

2.5 To obtain first-hand information on the assignment and on the local conditions, Consultants are invited to pay site visit of the proposed project location and meeting with the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Consultant's representative may meet the officials named in the Data Sheet. A joint visit of the site may be carried out for appraisal of the various aspects of the assignment which shall be addressed in the proposal and shall be adhered to during execution of the Assignment. It may be in the interest of the Consultants to inform themselves of local conditions and take them into account in preparing their proposal.

2.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

2.7 Please note that:

i. The cost of preparing the proposal and of negotiating the Contract, including site visit to the project location and Client, are not reimbursable as a direct cost of the assignment, and

ii. The Client is not bound to accept any of the proposals submitted.

The selection procedure for consultants shall be Quality Cum Cost Based Selection (QCBS) as detailed in Data Sheet.

3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and Impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

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

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

3.2 Government officials and civil servants may be hired as consultants Only if:

i. They are on leave of absence without pay;

ii. They are not being hired by the agency they were working for, six months prior to going on leave; and

iii. Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe The highest standard of ethics during the procurement and execution of such contracts.

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

"The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard.

5. Integrity Pact

Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

6. Eligible Consultants

Consultants who fulfill and comply with the requirements of the proposal, laid down in the Data Sheet may submit their technical and financial proposals in response to this RFP. Their technical proposals shall be scrutinized in accordance with the criteria and provisions laid down in the Data Sheet and other stipulations in this RFP.

7. Eligibility of Sub-Consultants

A shortlisted/Selected Consultant would not be allowed to associate with consultants who have failed to qualify the short-listing process

8. Only one Proposal

Shortlisted Consultants may only submit one proposal. If a consultant Submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal Validity

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub- consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

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

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

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

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

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 10 years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).

(vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

Public Opening and Evaluation of Financial Proposals: (Quality & Cost Based Selection (QCBS) method only).

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned un opened.

19. Evaluation of Financial Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = (St / 10) x T% + Sf x P%. For this formula, St is the raw technical score out of 1,000 and Sf is the financial score out of 100. The firm achieving the highest combined technical and financial score will be invited for negotiations.

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

23. Availability of Professional staff/experts

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.

24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

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DATA SHEET

2.1	Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I – Establishment of **Daanish School Bajaur**, Khyber Pakhtunkhwa
2.1	The method of selection is: **Quality and Cost Based Selection (QCBS) Method**
2.2	Technical and Financial Proposal shall be submitted in separate envelopes.
2.5	The successful bidder after award shall procure and arrange all necessary logistics to manage the work and shall accordingly provide facilities to the procuring agency as stated in the special stipulations
3	The Firm which are debarred or blacklisted from any Government Organization shall not be allowed to participate in the Bidding process. An affidavit of no conflict of interest has to be submitted stating the same.
5	Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
6	**Mandatory Eligibility Requirements for the Consultant** All bidders must fulfill the mandatory requirements specified below and provide the supporting documentation accordingly. The documents submitted shall be considered final, and no amendments or additional submissions will be accepted thereafter. Failure to comply with the mandatory requirements set forth below will result in the bidder being deemed non-compliant and may lead to the disqualification of the bidder. The mandatory requirements are outlined as follows: A. Letter of Application B. Power of Attorney (on non-judicial Stamp Paper valuing PKR 500) specifically authorizing the authorized representative to sign and submit the application on behalf of the Applicant/bidder. C. Company Profile & Organization Structure D. Valid registration with the Pakistan Engineering Council (PEC) as a consultant with Project Codes 1201, 1204, 1222 & Service Codes 0507, 0509, 0511, 0531, 0532, 0537, 0538, 0540 E. The Consultant must be registered and on Active Tax List (ATL) of the Federal Board of Revenue (FBR) as well as provincial Revenue Authority. Proof align with valid NTN number shall be provided. F. Last three years Audited Financial Statements of the firms. G. Company Average Annual Turnover Rs.100 million for the last three years of the firms. H. Affidavit of no litigation and no legal action with any Government Organization on Stamp Paper I. Affidavit that the firm has never been blacklisted from any Organization on Stamp paper J. Firm Affidavit for Presence of Personnel (as required in the 18.1 (iii) on Stamp Paper K. Bid Security of Rs.500,000/- in shape of Banker Cheque, Pay Order, CDR from any scheduled Bank of Pakistan. L. The firms are required to provide details of following mandatory requirements with supporting evidences • General Experience of Feasibility studies/ Master Planning/Design/Detailed Design of General Civil Works Minimum 3 Projects for project cost more than 1000 million. • Feasibility Study, Master Planning Design experience of relevant projects relating Minimum 2 Projects of cost more than 1000 million.

9.1	Proposals must be valid for 90 days after the proposal submission dateline.
10.1	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: EPADS only
11.2	The estimated number of professional staff-months required for the assignment shall be detailed in the technical proposal/TORs of this document.
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However, it is desirable that the firm's Personnel have working knowledge of the national and regional languages of Islamic Republic of Pakistan.
13.2	The format of the Technical Proposal to be submitted is: FTP
14.1	All the reimbursable direct cost to be indicated by the Consultant in the financial proposal the detail should include the following are: (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the personnel shall be absent from the home office for purposes of the Services: (2) cost of necessary travel, including transportation of the personnel by the most appropriate means of transport and the most direct practicable route: (3) cost of the office accommodation, investigations and surveys (4) cost of applicable local communications such as the use of telephone and facsimile required for the purpose of Consulting Services: (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purpose of Consulting Services: (6) cost of printing and dispatching of the reports to be produced for Consulting Services: (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purpose of the Services not covered in forgoing Cost stated for procuring and providing facilities as per special stipulations

15.1	Amounts payable by the Procuring Agency to the Consultant under the contract to be subject to Local taxation, stamp duty and service charges.
16.2	Consultant must submit the one original of the Technical Proposal and the original of the Financial Proposal.
16.4	The Proposal submission address is: _____ Proposals must be submitted no later than the following date and time and at the address mentioned here above: On or before **_____ by Time: _____ pm** (Online submission is mandatory as per PPRA) As indicated on EPADS (1) The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initiate each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by authorized signatory (2) Bids received by the CLIENT after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

18.1 Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

Evaluation Criteria

The bidders are required to meet the overall minimum technical qualifying score specified below. In the case of a Joint Venture (JV), the JV must collectively qualify the criteria as given below:

Method of selection: ***Quality and Cost Based Selection (QCBS)***

Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals:

Sr.	Description	Marks
i.	**Experience of the Consultant**	
(a)	General Experience of Feasibility studies/ Master Planning/Design/Detailed Design of General Civil Works project cost more than 1000 million. Documentary proof (Completion Certificate) be attached. ***2 marks for each project*** ***3 Projects are Mandatory***	10
(b)	Specific Experience of Feasibility Study/Design experience of relevant projects costing more than 1000 million. Documentary proof (Completion Certificate) be attached. ***2 marks for each project*** ***2 Projects are Mandatory***	15
(c)	Experience in similar geographic areas (Province) 5 Marks for each Project	10
(d)	Financial Soundness of the Company Average Annual Turnover Rs.100 million for the last three years of the firm => than 300 = 10 Marks => than 200 = 8 Marks = > than 100 = 5 Marks	10

			Total points for criteria	**45**	
		ii.	**Approach and Methodology**		
		(a)	Understanding the Scope of the Project	3	
		(b)	Methodology	5	
		(c)	Technical Approach	3	
		(d)	IT based solution	3	
		(e)	Planning and Monitoring Assistance regarding Government Based project	3	
		(f)	Transfer of knowledge and trainings during the project	2	
		(g)	Work Plan in the form of a Gantt chart of activities with duration of each task	3	
		(h)	Staffing Schedule in the form of a bar chart for various phases and activities of the Project	3	
			Total points for criteria	**25**	
		iii.	**Key professional staff qualifications and competence for the assignment:**		
			Managerial Team		
		(a)	**Project Manager/Team Leader;** Bachelor of Civil Engineer, with degree Project Management, having minimum 20 years' relevant experience. Relevant Documents must be attached. (PEC certificate and Degree)	5	
		(b)	**Principal Engineer;** Bachelor of Civil Engineer, having minimum 20 years' relevant experience. Relevant Documents must be attached. (PEC certificate and Degree)	5	
		(c)	**Contracts, QA/QC & Cost Specialist;** Bachelor of Civil Engineer, having minimum 20 years' relevant experience. Relevant Documents must be attached. (PEC certificate and Degree)	3	
			Feasibility & Design Team		
		(a)	**Senior Architect:** Bachelors in Architecture having minimum 12 years' relevant experience. Relevant Documents must be attached**. (02 No.) PCATP Registration and Degree)**	6	
		(b)	**Senior Structure/Civil Engineer:** Masters in Civil Engineering with experience of structure design of major building, having minimum 10 years' relevant experience. Relevant Documents must be attached. **(02 No.)** (PEC certificate and Degree)	4	
		(d)	**Planning Engineer:** Bachelors in Civil Engineering having minimum 10 years' relevant experience in project planning. Relevant Documents must be attached. (PEC certificate and Degree)	3	
		(e)	**Quantity Surveyor/Estimation Engineer:** Bachelors in civil engineering having minimum 08 years' relevant experience. Relevant Documents must be attached. **(02 No.)** (PEC certificate and Degree)	2	
		(g)	**Site Surveyor:** Diploma in civil engineering having minimum 10 years' experience. **(02 No.)**	2	
			Total points for criteria	**30**	
			Total	**100**	

	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and Relevant percentage weights: 1) General qualifications/documents [30%] 2) Adequacy for the assignment [60%] 3) Experience in region and/or language [10%] Total weight: 100% **The minimum technical score required to pass is 70 out of 100 points (70%).** **50% marks in each category is mandatory for passing the criteria.** The single currency for financial proposal is: Pak Rupees The Bidders shall be responsible for all of the costs associated with the preparation and submission of their Bids and their participation in the Bidding Process. The CLIENT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
19.4	The formula for determining Financial Score is the following: Sf =100 X Fm / F In which Sf is the Financial Score. Fm is the lowest price, and F is the price of proposal under consideration. The weight given to Technical and Financial proposals are: Technical = 80% Financial = 20%

24.2	(1)	Notwithstanding anything contained in this RFP, the CLIENT reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, therefore as per PPRA rules 2004.
	(2)	The CLIENT reserves the right to reject any Bid if: (a) at any time, a material misrepresentation is made or uncovered, or (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the CLIENT for evaluation of the Bid. (c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a joint venture, then the entire joint venture shall be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the highest ranked Bidder gets disqualified / rejected, then the CLIENT reserves the right to: (i). invite the remaining Bidders starting with the second highest ranked bidder as per criteria mentioned in PPRA Procurement Consultancy Services Regulations 2010; or (ii). take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
	(3)	The CLIENT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Documents. Failure of the CLIENT to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the CLIENT there under.
24.3	(4)	Expected date for commencement of consulting services: _____

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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Section 3. Technical Proposal - Standard Forms

Refer to Referenced Paragraph 13.2 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 13 of Section 2 of the RFP for Standard Forms required.

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience
A - Consultant's Organization
B - Consultant's Experience

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PA
A - On the Terms of Reference
B - On Counterpart Staff and Facilities

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignments

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule

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FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To:

_____

Dear Sir:

We, the undersigned, offer to provide the consulting services for "Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I for the Project _____" in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes.

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:
Name and Title of Signatory:
Name of Firm:
Address:

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

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B - Consultant's Experience

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.*]

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

Firm's Name: _____

FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PA

A - On the Terms of Reference

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

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B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the PA according to the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

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FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology.

A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

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

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

2. Name of Firm [*Insert name of firm proposing the staff*]:

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

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

5. Education [Indicate educational institutions and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. Membership of Professional Associations:

7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]:

8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]:

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

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

From [*Year*]: _____ To [*Year*]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned [*List all tasks to be performed under this assignment*]	**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** [*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*] Name of assignment or project: Year: Location: PA: Main project features: Positions held: Activities performed:

13. Certification:

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

_____ _____

[Signature of staff member or authorized representative of the staff] *Date: Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE

S.N	Name of Staff	Staff input (in the form of a bar chart)													Total Staff-month Input		
	Entire Consultancy Assignment																
1		Home															
		Field															
2																	
3																	
																Sub Total	
																Grand Total	

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

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

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

Full time input ▬▬▬▬▬▬▬▬ Part time input ■ ■■■ ■ ■■■■

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM TECH-8. WORK SCHEDULE

S. Nr	Activity	Calendar days (90 days)								
		1-10	11-20	21-30	31-40	41-50	51-60	61-70	71-80	81-90
D-1	Inception Report									
D-2	Topographic Survey Report									
D-3	Geotechnical Investigation Report									
D-4	Master Plan									
D-5	Draft Feasibility Report									
D-6	Detailed Design, Estimates, BOQs and Drawings									
D-7	PC-I Document									
D-8	Final Feasibility Report									

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

2 Duration of activities shall be indicated in the form of a bar chart.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Breakdown of Costs by Activity

Form FIN-3. Breakdown of Remuneration

Form FIN-4. Breakdown of Direct Cost and Reimbursable Expenses

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To:

_____

Dear Sir:

We, the undersigned, offer to provide the consulting services for "Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I for the Project _____" in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:
Name and Title of Signatory:
Name of Firm:
Address:

_____

1. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-2. BREAKDOWN OF COSTS BY ACTIVITY
SUMMARY OF COST OF CONSULTANT FOR THE

ENTIRE CONSULTANCY ASSIGNMENT

Sr. No.	Description	Amount (Rs.)
1.	Salary Cost / Remuneration	
2.	Direct (Non-Salary) Cost	
	Total	
	Tax	
	Grand Total:	

Note: 1- This cost is supposed to be built up in bid price and if anything is left blank it shall be deemed to be included in the cost.

2- The grand total is inclusive of all the applicable Federal and Provincial taxes. All these taxes are required to be built in the quoted rates and not be mentioned separately.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM FIN-3. BREAKDOWN OF REMUNERATION FOR THE ENTIRE ASSIGNMENT

Sr. No.	Name of Staff	Position	Staff Month Rate	Input (Staff Months)	Total Rs.
Entire Consultancy Assignment					
Subtotal					
TOTAL					

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM FIN-4. BREAKDOWN OF DIRECT COST AND REIMBURSABLE EXPENSES FOR THE ENTIRE ASSIGNMENT

Sr. Nr.	Description	Unit	Quantity	Unit Cost	Total Amount (Rs)
	Entire Consultancy Assignment				
1	Per diem allowances	Day			
2	Miscellaneous travel expenses	Trip			
3	Communication Costs Between [insert place] and [insert place]				
4	Drafting, reproduction of reports				
5	Equipment, instruments, materials, supplies, etc				
6	Use of computers, software, application dev. (Design)				
9	In-situ and laboratory testing	LS			
8	Geotechnical investigation, drilling and sampling	LS			
7	Topographic survey and survey drawings	LS			
10	Insurances and liabilities				
	Total				

The above Items are for guidance only. The Consultants may add for other allowances where applicable and provisional or fixed sums (if any); and cost of such further items required for purpose of the Services not covered in forgoing

SECTION 5: TERMS OF REFERENCE

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TERMS OF REFERENCE (TORs)

Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I – Establishment of **Daanish School Bajaur**, Khyber Pakhtunkhwa

Location: _____
Project Duration: Three (03) Months / 90 Calendar Days
Expected Starting Date _____

1. Background

The Client intends to undertake a feasibility study, master planning, detailed designing and preparation of PC-I for the proposed project **Daanish School Bajaur, with an estimated 320,000 sft covered area. Location is Loisam, District Bajaur. Total area is 100 Kanal (544,500 sft).** The assignment shall establish the need, technical practicability, financial and economic viability, development requirements and implementation arrangements, supported by field investigations, a coordinated master plan, detailed engineering designs, cost estimates and a complete PC-I document.

2. Objectives of the Assignment

The Consultant shall assess existing conditions, demand and future requirements; establish site suitability; evaluate development alternatives; determine the appropriate planning and engineering solutions; assess capital and recurring costs, regulatory requirements, environmental and social considerations and implementation risks; and recommend a technically sound and financially sustainable development option. The Consultant shall prepare a comprehensive master plan, coordinated detailed architectural and engineering designs, construction drawings, BOQs and cost estimates, and a PC-I for submission to the relevant approving authorities through the Client.

3. Scope of Services

3.1 Inception Report (D-1)

The Consultant shall mobilize its team, undertake initial site visits and consultations, review available records and identify data requirements. The report shall include the understanding of the assignment, methodology, survey and investigation programme, staffing schedule, detailed work plan, quality assurance arrangements and deliverable submission schedule.

3.2 Topographic Survey Report (D-2)

The Consultant shall conduct a detailed topographic survey of the land earmarked for the project, tied to Survey of Pakistan benchmarks where available, and establish permanent reference benchmarks. The survey shall record site boundaries, coordinates, levels, contours, existing structures, roads, access points, utilities, drainage features and other relevant physical constraints. The report shall include survey methodology, benchmark details, survey data, photographs and editable topographic drawings.

3.3 Geotechnical Investigation Report (D-3)

The Consultant shall undertake site-specific geotechnical investigations, including boreholes, sampling, appropriate in-situ and laboratory tests, and soil/rock analysis. The number, location and depth of boreholes shall be proposed in the inception report based on the anticipated structures and site conditions. The report shall include borehole logs, test results, soil stratification, groundwater observations, allowable bearing capacity, settlement assessment, foundation recommendations and relevant seismic soil parameters. All investigation costs shall be identified in the financial proposal.

3.4 Master Plan (D-4)

The Consultant shall develop alternative site planning options based on the survey, geotechnical findings, demand assessment and Client requirements. The master plan shall identify land use, building footprints, functional zoning, space requirements, access and circulation, parking, pedestrian routes, accessibility, open spaces, landscaping, future expansion, utility corridors, external infrastructure, drainage and development phasing. The Consultant shall evaluate alternatives and present the preferred option to the Client for review. The submission shall include a master planning report, area schedules, site layouts, supporting diagrams and editable CAD drawings.

3.5 Draft Feasibility Report (D-5)

The Consultant shall consolidate the findings of the field investigations and undertake the following assessments:

- Need assessment, existing facilities, demand projections and functional requirements.
- Site suitability, access, land utilization, existing utilities and infrastructure capacity.
- Climate, seismic hazard, hydrology, stormwater drainage and flood risk, as applicable to the site.
- Alternative development options, assessment of the proposed master plan, space programme and preliminary engineering solutions.
- Applicable local bylaws, building and fire safety codes, statutory approvals and environmental and social considerations.
- Financial and economic assessment, preliminary capital and operating costs, operational framework, staffing needs and sustainability.
- Risk assessment, implementation strategy, project phasing, procurement approach and indicative implementation schedule.

The draft report shall identify the preferred development option with supporting justification and be submitted to the Client for review before finalization of the design and cost documentation.

3.6 Detailed Design, Estimates, BOQs and Drawings (D-6)

Based on the preferred development option, reviewed master plan and Client's comments, the Consultant shall prepare coordinated detailed architectural, structural, civil, mechanical, electrical, plumbing, fire protection and external infrastructure designs, as applicable. Deliverables shall include design basis and calculations, detailed site plans, floor plans, elevations, sections, foundation and structural drawings, reinforcement details, MEP layouts and schedules, utility and drainage drawings, construction details and technical specifications. Designs shall comply with applicable codes and standards and be sufficiently complete for procurement and construction. Interdisciplinary coordination and quality checks shall be carried out before submission.

The Consultant shall prepare item-wise quantity calculations, Bills of Quantities (BOQs), cost estimates, cost abstracts and supporting rate analyses for non-schedule items. Estimates shall be based on applicable prevailing schedules of rates and substantiated market rates, with appropriate provision for relevant taxes, contingencies and other project costs. The estimates and BOQs shall be consistent with the drawings and proposed scope. Editable CAD drawings and Excel estimate/BOQ files shall be submitted.

3.7 Preparation of PC-I (D-7)

The Consultant shall prepare a complete PC-I in the applicable prescribed Planning Commission format, incorporating project objectives and justification, demand and beneficiaries, location, scope and physical targets, technical parameters, capital cost and component-wise cost breakdown, financing arrangements, year-wise physical

and financial phasing, implementation schedule, staffing and institutional arrangements, recurring expenditure, operation and maintenance requirements, economic and financial analysis as applicable, environmental and social considerations, risks and monitoring indicators. The PC-I shall be supported by the feasibility findings, master plan, detailed designs, BOQs, estimates and relevant annexures. The Consultant shall incorporate the Client's observations and provide the final editable PC-I and supporting documentation within the contract period.

3.8 Final Feasibility Report (D-8)

The Consultant shall incorporate the Client's observations on the draft report, master plan, detailed designs, drawings, estimates, BOQs and PC-I. The final report shall consolidate the technical, financial, economic, environmental and operational findings, survey and investigation results, recommended development option, final project cost, implementation schedule, risk mitigation measures and conclusions. All supporting documents shall be annexed or cross-referenced, and the final submission shall include the updated editable files and finalized PC-I.

4. Deliverables and Submission Schedule

The total duration of the assignment shall be ninety (90) calendar days from the signing of the Contract Agreement. The Consultant shall carry out activities concurrently where practicable and allow for Client review and incorporation of comments within the assignment period. The following deadlines are cumulative.

Ref.	Deliverable	Hard Copies	Deadline from Contract Signing
D-1	Inception Report	3	Day 10
D-2	Topographic Survey Report	3	Day 20
D-3	Geotechnical Investigation Report	3	Day 30
D-4	Master Plan	3	Day 45
D-5	Draft Feasibility Report	3	Day 60
D-6	Detailed Design, Estimates, BOQs and Drawings	3	Day 80
D-7	PC-I Document	3	Day 85
D-8	Final Feasibility Report	3	Day 90

5. Reporting and General Requirements

• All reports shall be duly signed and stamped by the Consultant and submitted in three hard copies and soft copies in PDF and editable Word, Excel and AutoCAD formats, as applicable.

• The Consultant shall coordinate with the Client throughout the assignment, present findings when required and address review comments before final submission.

• The Client reserves the right to reduce or increase the scope of services or conclude the contract at any stage, subject to the applicable contract provisions and assessment of services rendered.

• Personnel shall be engaged with the written consent of the Client following interviews where required. In case of misconduct, inefficiency or fraud, personnel shall be replaced upon written instructions of the Client. Project information shall not be disclosed or records altered without authorization.

• The Consultant shall provide all personnel, equipment, logistics and resources required to perform the services under this contract.

6. Deliverable-wise Payment Schedule

Payments shall be made against submission and acceptance of the respective deliverables by the Client, subject to the Contract provisions and applicable deductions. The proposed payment allocation is as follows:

Ref.	Deliverable	Payment (%)
D-1	Inception Report	10%
D-2	Topographic Survey Report	10%
D-3	Geotechnical Investigation Report	15%
D-4	Master Plan	10%
D-5	Draft Feasibility Report	15%
D-6	Detailed Design, Estimates, BOQs and Drawings	25%
D-7	PC-I Document	10%
D-8	Final Feasibility Report	5%
	Total	100%

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TERMS OF REFERENCE (TORs)

Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I – Establishment of **Daanish School Bajaur**, Khyber Pakhtunkhwa

Location: _____
Project Duration: Three (03) Months / 90 Calendar Days
Expected Starting Date _____

1. Background

The Client intends to undertake a feasibility study, master planning, detailed designing and preparation of PC-I for the proposed project **Daanish School Bajaur, with an estimated 320,000 sft covered area. Location is Loisam, District Bajaur. Total area is 100 Kanal (544,500 sft).** The assignment shall establish the need, technical practicability, financial and economic viability, development requirements and implementation arrangements, supported by field investigations, a coordinated master plan, detailed engineering designs, cost estimates and a complete PC-I document.

2. Objectives of the Assignment

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3.2 Topographic Survey Report (D-2)

The Consultant shall conduct a detailed topographic survey of the land earmarked for the project, tied to Survey of Pakistan benchmarks where available, and establish permanent reference benchmarks. The survey shall record site boundaries, coordinates, levels, contours, existing structures, roads, access points, utilities, drainage features and other relevant physical constraints. The report shall include survey methodology, benchmark details, survey data, photographs and editable topographic drawings.

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The Consultant shall undertake site-specific geotechnical investigations, including boreholes, sampling, appropriate in-situ and laboratory tests, and soil/rock analysis. The number, location and depth of boreholes shall be proposed in the inception report based on the anticipated structures and site conditions. The report shall include borehole logs, test results, soil stratification, groundwater observations, allowable bearing capacity, settlement assessment, foundation recommendations and relevant seismic soil parameters. All investigation costs shall be identified in the financial proposal.

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The Consultant shall develop alternative site planning options based on the survey, geotechnical findings, demand assessment and Client requirements. The master plan shall identify land use, building footprints, functional zoning, space requirements, access and circulation, parking, pedestrian routes, accessibility, open spaces, landscaping, future expansion, utility corridors, external infrastructure, drainage and development phasing. The Consultant shall evaluate alternatives and present the preferred option to the Client for review. The submission shall include a master planning report, area schedules, site layouts, supporting diagrams and editable CAD drawings.

3.5 Draft Feasibility Report (D-5)

The Consultant shall consolidate the findings of the field investigations and undertake the following assessments:

- Need assessment, existing facilities, demand projections and functional requirements.
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- Alternative development options, assessment of the proposed master plan, space programme and preliminary engineering solutions.
- Applicable local bylaws, building and fire safety codes, statutory approvals and environmental and social considerations.
- Financial and economic assessment, preliminary capital and operating costs, operational framework, staffing needs and sustainability.
- Risk assessment, implementation strategy, project phasing, procurement approach and indicative implementation schedule.

The draft report shall identify the preferred development option with supporting justification and be submitted to the Client for review before finalization of the design and cost documentation.

3.6 Detailed Design, Estimates, BOQs and Drawings (D-6)

Based on the preferred development option, reviewed master plan and Client's comments, the Consultant shall prepare coordinated detailed architectural, structural, civil, mechanical, electrical, plumbing, fire protection and external infrastructure designs, as applicable. Deliverables shall include design basis and calculations, detailed site plans, floor plans, elevations, sections, foundation and structural drawings, reinforcement details, MEP layouts and schedules, utility and drainage drawings, construction details and technical specifications. Designs shall comply with applicable codes and standards and be sufficiently complete for procurement and construction. Interdisciplinary coordination and quality checks shall be carried out before submission.

The Consultant shall prepare item-wise quantity calculations, Bills of Quantities (BOQs), cost estimates, cost abstracts and supporting rate analyses for non-schedule items. Estimates shall be based on applicable prevailing schedules of rates and substantiated market rates, with appropriate provision for relevant taxes, contingencies and other project costs. The estimates and BOQs shall be consistent with the drawings and proposed scope. Editable CAD drawings and Excel estimate/BOQ files shall be submitted.

3.7 Preparation of PC-I (D-7)

The Consultant shall prepare a complete PC-I in the applicable prescribed Planning Commission format, incorporating project objectives and justification, demand and beneficiaries, location, scope and physical targets, technical parameters, capital cost and component-wise cost breakdown, financing arrangements, year-wise physical

and financial phasing, implementation schedule, staffing and institutional arrangements, recurring expenditure, operation and maintenance requirements, economic and financial analysis as applicable, environmental and social considerations, risks and monitoring indicators. The PC-I shall be supported by the feasibility findings, master plan, detailed designs, BOQs, estimates and relevant annexures. The Consultant shall incorporate the Client's observations and provide the final editable PC-I and supporting documentation within the contract period.

3.8 Final Feasibility Report (D-8)

The Consultant shall incorporate the Client's observations on the draft report, master plan, detailed designs, drawings, estimates, BOQs and PC-I. The final report shall consolidate the technical, financial, economic, environmental and operational findings, survey and investigation results, recommended development option, final project cost, implementation schedule, risk mitigation measures and conclusions. All supporting documents shall be annexed or cross-referenced, and the final submission shall include the updated editable files and finalized PC-I.

4. Deliverables and Submission Schedule

The total duration of the assignment shall be ninety (90) calendar days from the signing of the Contract Agreement. The Consultant shall carry out activities concurrently where practicable and allow for Client review and incorporation of comments within the assignment period. The following deadlines are cumulative.

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D-4	Master Plan	3	Day 45
D-5	Draft Feasibility Report	3	Day 60
D-6	Detailed Design, Estimates, BOQs and Drawings	3	Day 80
D-7	PC-I Document	3	Day 85
D-8	Final Feasibility Report	3	Day 90

5. Reporting and General Requirements

• All reports shall be duly signed and stamped by the Consultant and submitted in three hard copies and soft copies in PDF and editable Word, Excel and AutoCAD formats, as applicable.

• The Consultant shall coordinate with the Client throughout the assignment, present findings when required and address review comments before final submission.

• The Client reserves the right to reduce or increase the scope of services or conclude the contract at any stage, subject to the applicable contract provisions and assessment of services rendered.

• Personnel shall be engaged with the written consent of the Client following interviews where required. In case of misconduct, inefficiency or fraud, personnel shall be replaced upon written instructions of the Client. Project information shall not be disclosed or records altered without authorization.

• The Consultant shall provide all personnel, equipment, logistics and resources required to perform the services under this contract.

6. Deliverable-wise Payment Schedule

Payments shall be made against submission and acceptance of the respective deliverables by the Client, subject to the Contract provisions and applicable deductions. The proposed payment allocation is as follows:

Ref.	Deliverable	Payment (%)
D-1	Inception Report	10%
D-2	Topographic Survey Report	10%
D-3	Geotechnical Investigation Report	15%
D-4	Master Plan	10%
D-5	Draft Feasibility Report	15%
D-6	Detailed Design, Estimates, BOQs and Drawings	25%
D-7	PC-I Document	10%
D-8	Final Feasibility Report	5%
	Total	100%

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To:

_____

Dear Sir:

We, the undersigned, offer to provide the consulting services for "Consultancy Services for Feasibility Study, Master Planning, Detailed Designing and Preparation of PC-I for the Project _____" in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:
Name and Title of Signatory:
Name of Firm:
Address:
_____

1. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-2. BREAKDOWN OF COSTS BY ACTIVITY

SUMMARY OF COST OF CONSULTANT FOR

THE ENTIRE CONSULTANCY ASSIGNMENT

Sr. No.	Description	Amount (Rs.)
1.	Salary Cost / Remuneration	
2.	Direct (Non-Salary) Cost	
	Total	
	Tax	
	Grand Total:	

Note: 1- This cost is supposed to be built up in bid price and if anything is left blank it shall be deemed to be included in the cost.

2- The grand total is inclusive of all the applicable Federal and Provincial taxes. All these taxes are required to be built in the quoted rates and not be mentioned separately.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM FIN-3. BREAKDOWN OF REMUNERATION FOR THE ENTIRE ASSIGNMENT

Sr. No.	Name of Staff	Position	Staff Month Rate	Input (Staff Months)	Total Rs.
Entire Consultancy Assignment					
Subtotal					
TOTAL					

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

FORM FIN-4. BREAKDOWN OF DIRECT COST AND REIMBURSABLE EXPENSES FOR THE ENTIRE ASSIGNMENT

Sr. Nr.	Description	Unit	Quantity	Unit Cost	Total Amount (Rs)
	Entire Consultancy Assignment				
1	Per diem allowances	Day			
2	Miscellaneous travel expenses	Trip			
3	Communication Costs Between [insert place] and [insert place]				
4	Drafting, reproduction of reports				
5	Equipment, instruments, materials, supplies, etc				
6	Use of computers, software, application dev. (Design)				
9	In-situ and laboratory testing	LS			
8	Geotechnical investigation, drilling and sampling	LS			
7	Topographic survey and survey drawings	LS			
10	Insurances and liabilities				
	Total				

The above Items are for guidance only. The Consultants may add for other allowances where applicable and provisional or fixed sums (if any); and cost of such further items required for purpose of the Services not covered in forgoing