

GOVERNMENT OF KHYBER PAKHTUNKHWA

PAKHTUNKHWA HIGHWAYS AUTHORITY

PESHAWAR.



REQUEST FOR PROPOSAL (RFP) FOR
CONSULTANCY SERVICES OF

**ADP SCHEME NO. 1620/200290 (2021-22) FEASIBILITY STUDY,
DESIGN & CONSTRUCTION OF KHANDIA ROAD UPPER
KOHISTAN**

CONTENTS

Section 1. Letter of Invitation	1
Section 2. Instructions to Consultants	2
Data Sheet	14
Section 3. Technical Proposal - Standard Forms	20
Section 4. Financial Proposal - Standard Forms	32

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

- (a) “Procuring Entity (PE)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Khyber Pakhtunkhwa.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the procuring Entity for the selection of Consultants.
- (k) “Sub-Consultant” means any Person or entity to whom the Consultant subcontracts any Part of the Services.

“Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one

is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 Procuring Entity may provide facilities and inputs as specified in Data Sheet

3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity 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 Entity, 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 Entity 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 Entity.

(iii) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, the selection process for such assignment, or (iii) supervisions 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 Entity 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

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. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines:

"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;

Under Rule 44 of KPPR 2014, "The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

5. Integrity Pact

Pursuant to section 16(2)(3) of KPPRA Act 2012 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. (Annex- A)

6. Eligible Consultants

6.1 If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPR 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - that had been shortlisted are eligible.

6.2 Short listed consultants emerging from request of expression of interest are eligible.

7. Eligibility of Sub Consultants

A shortlisted 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.

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity 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 Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 The Procuring Entity may amend the RFP five days before the closing date 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 Entity 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 exacted 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 Entity 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 be 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 PE (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_ (PE may give number of years as per their requirement) 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 pacifies training as a major component of the assignment (Section 3D).

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

The Technical Proposal shall not include any financial information.

14. Financial Proposals

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 PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE'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 PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE 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

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.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

18.2 After the technical evaluation is completed, the PE 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 unopened.

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 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.

19.4 In case of Quality and Cost Based Selection QCBS Method 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: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.

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 PE 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 PE 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 PE 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. Consultants will provide the PE with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP.

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 PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE 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 Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity 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. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.

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

DATA SHEET

1.1	<p>Name of the Assignment is:</p> <p><u>CONSTRUCTION SUPERVISION OF ADP SCHEME NO. 1620/200290 (2021-22) FEASIBILITY STUDY, DESIGN & CONSTRUCTION OF KHANDIA ROAD UPPER KOHISTAN</u></p> <p>The Name of the PE's official (s): MANAGING DIRECTOR-PKHA</p> <p>Address: <u>Managing Director Pakhtunkhwa Highways Authority, Attached Departmental Complex, Khyber Road Peshawar.</u></p> <p>Telephone: <u>091-9210557</u></p> <p>Email : <u>info@pkha.gov.pk</u></p> <p>Fax: <u>091-9210434</u></p>
1.6	Expected date for commencement of consulting services: After 25 days of the proposal submission deadline
2.3 (i)	<p>Pre-Proposal Conference: Yes _____ No <u>(√)</u> <u>Dated:</u></p> <p>The name(s) and address (es) of the Official (s) is (are):</p> <p>i. Engr. Sohail Idrees Director - II, PKHA, Peshawar.</p> <p>ii. Engr. Shahab Ahmad Deputy Director (HQ) PKHA, Peshawar.</p>
2.5	The PE will provide the following inputs and facilities: Described in section 11.2 (a) of the Data Sheet.
5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
6.1	<p>Shortlisted Consultants may associate with other shortlisted Consultants: Yes <u>√</u> No _____</p> <p>However participation of member firm in more than 01 No. (JV) is not allowed & bids (both or more) in this regard would be considered as non responsive / rejected.</p>
6.3	Consultants to state local cost in the national currency (in case of ICB only): Yes--√---- No-----
9.1	Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
10	<p>Clarifications may be requested not later than <u>10</u> days before the submission date.</p> <p>The address for requesting clarifications is: as per address given in section 16.6 of the data sheet.</p>

11.2 a	<u>Staff</u>				
	S.NO	POSITION	NOS.	MAN-MONTH	QUALIFICATION/EXPERIENCE
	1	Resident Engineer	1	36	B.Sc. Civil Engineering 20 years' overall experience in which 15 years as Resident Engineer on major highway projects. Further at least one successful completed project as Resident Engineer in hilly areas.
	2	Assistant Resident Engineer (Highways)	1	36	B.Sc. Civil Engineering at least 12 years' overall experience in which 08 years as Assistant Resident Engineer (Highways) on major highway projects.
	3	Assistant Resident Engineer (Structures/Bridge)	1	36	B.Sc. Civil Engineering at least 12 years' overall experience in which 08 years as Assistant Resident Engineer (Structures/Bridges) on major highway projects.
	4	Material Engineer	1	36	M.Sc. Engineering Geology 15 Years overall Experience in which at least 10 years' experience as Material Engineer on major highways project.
	5	Quantity Surveyor	1	36	B.Sc. Civil Engineering or DAE (Civil). Proven at least 10 years of experience as Quantity Surveyor on construction supervision of major highways projects.
	6	Lab Technician	3	36	DAE (Civil). Proven at least 10 years of experience as Lab. Tech on construction supervision of major highways projects.
	7	Site Inspectors	5	36	B.Sc. Civil Engineering or DAE (Civil). Proven at least 10 years of experience as site inspector on construction supervision of major highways projects.
	8	Chief Surveyor	1	36	DAE (Civil). Proven at least 15 years of experience as Surveyor on construction supervision of major highways projects.
	9	Surveyors	2	36	DAE (Civil). Proven at least 10 years of experience as Surveyor on construction supervision of major highways projects.
	10	Computer Operator	1	36	DAE (civil) at least three years' experience of office management, typing 30 words per minute typing speed.
	11	Helpers (Survey/Lab)	6	36	DAE (civil).

	12	Office Boys/ Chowkidar/ Cook	4	36	Matric.
	Facilities				
	S.No.	Description			Quantity
	1	Rented Vehicles including driver salary with POL and Maintenance charges (vehicles not more than five year old)			3
	2	Rented Furnished office and accommodation with minimum covered area 2500Sft along with Maintenance including all utilities bills, sweeping and necessary facilities etc.			1
	3	Stationary and courier services etc.			1
	The duration / months of the requisite staff and necessary facilities mentioned above is <u>36</u> months				
11.3	The proposal shall be in book binding form, having proper table of content and page numbered (Loose, Ring & Spring binding are not acceptable)				
13.1	The format of the Technical Proposal to be submitted is: Attached				
13.1 (i)	All the firms in JV or consortia must be shortlisted in PKHA				
13.1 (iii)	It is not mandatory the proposed staff be permanent staff.				
13.1 (vi)	Besides other requisite documents as mentioned, copies of PEC valid registration having relevant code and registration with KPRA (valid) should be provided in the technical proposal				
13.2 (vii)	Training is a specific component of this assignment: Yes----- No-√----- [If yes, provide appropriate information]:				
14.1	The financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 to 4. Your financial proposal shall clearly states the amount for construction supervision (including all required services described in the TOR / RFP and Contract Agreement). The rates of other services mentioned in the TOR / Draft Contract Agreement shall deemed to be included in the rates quoted against salary cost and direct cost.				
15.1	Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, sale tax, stamp duty and service charges, if applicable Yes--√----- No-----				
16.2	Consultant must submit the original and copies each of the Technical Proposal and Financial Proposal.				

16.6	<p>The Proposal submission address is: <u>Managing Director Pakhtunkhwa Highways Authority, Attached Departmental Complex, Khyber Road Peshawar.</u> Telephone: <u>091-9210557</u> Email : <u>info@pkha.gov.pk</u> Fax: <u>091-9210434</u></p>																																
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18.1 a	<table border="1"> <thead> <tr> <th>S.No.</th> <th>Description</th> <th>Points</th> <th>Explanation / Detail for award of Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><u>Qualification and competence of the Key Staff for the Assignment</u></td> <td><u>45</u></td> <td></td> </tr> <tr> <td></td> <td>i) Academic and General qualifications</td> <td>10</td> <td> - Detail CV's (with Picture of candidate) duly signed by proposed candidates. - Attested Photocopy of highest qualification degree. - Photocopy of employment status issued by PEC as Available on PEC web site (for Engr. Only) - Photocopy of PEC card (for Engr. Only). </td> </tr> <tr> <td></td> <td>ii) Practical Experience</td> <td>35</td> <td> - Photocopy of CNIC. - Affidavit duly signed by the proposed staff that they will be available for the proposed position as and when required should also be attached. </td> </tr> <tr> <td>2</td> <td><u>Experience and Standing</u></td> <td><u>35</u></td> <td></td> </tr> <tr> <td></td> <td>i) Experience in Similar nature of work</td> <td>20</td> <td>Firm top Ten (10) best projects (Roads & Bridges) with respect to cost of the project in hand or completed in last five years along with proof of work order and completion certificate in support from the relevant department.</td> </tr> <tr> <td></td> <td>ii) General Experience</td> <td>07</td> <td>Firm top Ten (10) best projects (General) with respect to cost of the project in hand or completed in last five years along with proof of work order and completion certificate in support from the relevant department.</td> </tr> <tr> <td></td> <td>iii) Performance in PKHA</td> <td>08</td> <td>Points will be awarded as per decision of the committee by taking into consideration the overall (past) performance of the firm.</td> </tr> </tbody> </table>	S.No.	Description	Points	Explanation / Detail for award of Marks	1	<u>Qualification and competence of the Key Staff for the Assignment</u>	<u>45</u>			i) Academic and General qualifications	10	- Detail CV's (with Picture of candidate) duly signed by proposed candidates. - Attested Photocopy of highest qualification degree. - Photocopy of employment status issued by PEC as Available on PEC web site (for Engr. Only) - Photocopy of PEC card (for Engr. Only).		ii) Practical Experience	35	- Photocopy of CNIC. - Affidavit duly signed by the proposed staff that they will be available for the proposed position as and when required should also be attached.	2	<u>Experience and Standing</u>	<u>35</u>			i) Experience in Similar nature of work	20	Firm top Ten (10) best projects (Roads & Bridges) with respect to cost of the project in hand or completed in last five years along with proof of work order and completion certificate in support from the relevant department.		ii) General Experience	07	Firm top Ten (10) best projects (General) with respect to cost of the project in hand or completed in last five years along with proof of work order and completion certificate in support from the relevant department.		iii) Performance in PKHA	08	Points will be awarded as per decision of the committee by taking into consideration the overall (past) performance of the firm.
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	i) Academic and General qualifications	10	- Detail CV's (with Picture of candidate) duly signed by proposed candidates. - Attested Photocopy of highest qualification degree. - Photocopy of employment status issued by PEC as Available on PEC web site (for Engr. Only) - Photocopy of PEC card (for Engr. Only).																														
	ii) Practical Experience	35	- Photocopy of CNIC. - Affidavit duly signed by the proposed staff that they will be available for the proposed position as and when required should also be attached.																														
2	<u>Experience and Standing</u>	<u>35</u>																															
	i) Experience in Similar nature of work	20	Firm top Ten (10) best projects (Roads & Bridges) with respect to cost of the project in hand or completed in last five years along with proof of work order and completion certificate in support from the relevant department.																														
	ii) General Experience	07	Firm top Ten (10) best projects (General) with respect to cost of the project in hand or completed in last five years along with proof of work order and completion certificate in support from the relevant department.																														
	iii) Performance in PKHA	08	Points will be awarded as per decision of the committee by taking into consideration the overall (past) performance of the firm.																														

	3	<u>Description of Approach, Methodology and work plan for performing the assignment in responding of the TOR</u>	<u>15</u>	
		i) Technical approach & Methodology	8	
		ii) Work Plan	3	
		iii) Organization & Staffing / Manning schedule	2	
		iv) Innovativeness & Proposal Presentation	2	
	4	<u>Financial Soundness</u>	<u>3</u>	Financial Report of the firm Audited by Chartered Accountant for latest year.
	5	<u>Income Tax Return</u>	<u>2</u>	Tax Return certificate for latest year.
	Total Points		100	
	Qualifying Marks		70/100	
19.4 (i)	The weights given to the technical & financial proposal are 80:20			
20.1	Expected date and address for contract negotiations: will be communicated later.			
24.2	Successful consultant is required to submit Performance security in form of CDR or bank guarantee equal to 10 % of the contract amount valid till completion of the services.			
24.3	The completion time of the requisite services is 36-months			

Section 3. Technical Proposal

Standard Forms

Form TECH-1. Technical Proposal Submission Form	21
Form TECH-2. Consultant's Organization and Experience	22
A - Consultant's Organization	22
B - Consultant's Experience	23
Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PE	24
A - On the Terms of Reference	24
B - On Counterpart Staff and Facilities	25
Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment	26
Form TECH-5. Team Composition and Task Assignments.....	27
Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff	28
Form TECH-7. Staffing Schedule ¹	30
Form TECH-8. Work Schedule	31

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope^{1 2}.

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: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

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.]

B - Consultant's Experience

A brief description and an outline of **similar nature work in hand or completed during last five years**. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement. (Each work duly supported by work order / LOA and completion certificate from the PE)

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PE:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
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:

C - Consultant's Experience

A list of **general work in hand or completed by the firm during last five years** (Each work duly supported by work order / LOA and completion certificate from the PE)

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PE:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
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 PE

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.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PE according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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

(For small or very simple assignments the PE should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 Pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing.

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

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

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

Section 3. Technical Proposal - Standard Forms

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

[illegible]

Section 3. Technical Proposal - Standard Forms

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. _____ Ed
ucation *[Indicate college/university 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]*:

P.E: _____

Positions held: _____

Section 3. Technical Proposal - Standard Forms

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: PE:
	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 wilful 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: _____

Section 3. Technical Proposal - Standard Forms

N°	Name of Staff	2 Staff input (in the form of a bar chart)													Total staff-month input	
		i	2	3	4	5	6	7	8	9	10	11	12	n	Home Field ³	Total
Foreign																
1		[Home]														
		[Field\]														
2																
3																
n																
													Subtotal			
Local																
1		[Home]														
		[Field\]														
2																
n																
													Subtotal			
													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

Section 3. Technical Proposal - Standard Forms

N°	Activity	Months												
		i	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PE approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase. ³

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

Section 3. Technical Proposal - Standard Forms

Section 4. Financial Proposal

Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2.

Form FIN-1. Financial Proposal Submission Form	29
Form FIN-2. SUMMARY OF CONSULTANCY COST	30
Form FIN-3. ESTIMATED LOCAL CURRENCY SALARY COSTS.....	33
Form FIN-4. DIRECT (NON-SALARY) COSTS	31
Appendix. Financial Negotiations - Breakdown of Remuneration Rates	34

Section 4. Financial Proposal - Standard Forms

FORM FIN-1.

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures^{4 5}]*.

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 1.12 of the Data Sheet.

Commissions and gratuities Paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

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

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' _____

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

5 If applicable, replace this Paragraph with: "No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution."

FORM FIN - 2

SUMMARY OF CONSULTANCY COST

“CONSTRUCTION SUPERVISION OF ADP SCHEME NO. 1620/200290 (2021-22) FEASIBILITY STUDY, DESIGN & CONSTRUCTION OF KHANDIA ROAD UPPER KOHISTAN”

Millions

S.No.	Description	Amount (Rs.)
1	Salary Cost/Remuneration	
2.	Direct (Non-salary) Cost	
	Grand Total	

Final cost (in figure) (in words)

Dated ____/____/____

Chief Executive/Authorized Signature & Seal _____

Address of the company _____

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
I.	Professional Staff				
		Sub-Total:			

Signature & Stamp of the consultant

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
II	Non-Technical Staff				
		Sub-Total:			

Note: 1) The expenditures / charges of other services mentioned in the TOR / Draft Contract Agreement shall deemed to be included in the rates quoted against salary cost and direct cost.

2) Minimum Salary of employees should not be less than the prevailing minimum wages notified by Government of Khyber Pakhtunkhwa.

Signature & Stamp of the consultant

DIRECT (NON-SALARY) COSTS**CONSTRUCTION SUPERVISION OF ADP SCHEME NO. 1620/200290 (2021-22) FEASIBILITY STUDY,
DESIGN & CONSTRUCTION OF KHANDIA ROAD UPPER KOHISTAN**

S.No.	Nomenclature	Unit	Quantity	Unit Price (Rs)	Total Amount (Rs.)	Remarks
1	Rented Vehicles including driver salary with POL and Maintenance charges (vehicle not more than five year old)	Per Month	3			
2	Rented Furnished office and accommodation with minimum covered area 2500Sft along with Maintenance including all utilities bills, sweeping and necessary facilities etc.	Per Month	1			
3	Stationary and courier services etc.	Per Month	1			

Note: The expenditures / charges of other s0ervices mentioned in the TOR / Draft Contract Agreement shall deemed to be included in the rates quoted against salary cost and direct cost.

Signature & Stamp of the consultant

Appendix. Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance Paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form Part of the negotiated contract.

1.2 The PE is charged with the custody of funds from Government of Khyber Pakhtunkhwa and is exacted to exercise prudence in the expenditure of these funds. The PE is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary Paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

(ii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including Pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iii) Cost of Leave

The principles of calculating the cost of total days leave Per annum as a Percentage of basic salary shall normally be as follows:

$$\text{Leave cost as Percentage of salary} = \frac{i \text{ total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where **w** = weekends, **ph** = public holidays, **v** = vacation, and **s** = sick leave.

It is important to note that leave can be considered a social cost only if the PE is not charged for the leave taken.

Section 4 - Financial Proposal - Standard Forms

(iv) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (Partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the Percentage by which each relates to basic salary. The PE does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not Permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly Payments charged for subcontracted staff.

(v) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses Paid on a regular basis are listed, a corresponding reduction in the profit element shall be exacted. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that Payments shall be made against an agreed estimated Payment schedule as described in the draft form of the contract.

(vi) Away from Headquarters Allowance or Premium

Some Consultants Pay allowances to staff working away from headquarters. Such allowances are calculated as a Percentage of salary and shall not draw overheads or profit.

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is Payable for dependents—the subsistence rate shall be the same for married and single team members.

Standard rates for the Particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expense's

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PE Guarantee

3.1 Payments to the firm, including Payment of any advance based on cash flow projections covered by a PE guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular Payments in local and foreign currency, as long as the services proceed as planned.

Section 4 - Financial Proposal - Standard Forms

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title:

Section 4. Financial Proposal - Standard Forms

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary Per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate Per Working Month/Day/Hour	Proposed Fixed Rate Per Working Month/Day/Hour ¹
Home Office									
Field									

1. Expressed as Percentage of 1

2. Expressed as Percentage of 4

DRAFT CONTRACT AGREEMENT

Appendix A

Description of the Services

(Part-I)

Terms of Reference

i. Objectives

The objectives of consulting services are to assist PE to implement the Project through the following activities:

- (a) Design Review
- (b) Contractor's Bid Evaluation
- (c) Construction supervision with quality assurance through related field/ laboratory test.
- (d) Processing and approval of payment devices and certification.
- (e) Overall project monitoring and evaluation
- (f) Reporting and responding
- (g) Detailed Survey of the Projects
- (h) Test and Investigations

ii. Scope of Consulting Services

The P.E will be the Government of Khyber Pakhtunkhwa through Managing Director Pakhtunkhwa Highway Authority Communication and Works Department Peshawar (herein after referred to as "Procuring Entity"). **The Engineer is Team Leader of the Consultant; or as notified by the consultant and**

The Engineer's role is to administer the contract and to ensure that its clauses are respected. The consultant will be fully responsible for quality assurance, quantities, rates and payments to the contractor. The Engineer will make engineering decisions whenever required during the implementation of the contracts. When these decisions require variations in work quantities or sanction of additional items the Engineer will seek the prior approval of PE before issuing the order. The Engineer's Representative(i.e. RE) and his staff are under the overall control of the Engineer, and shall carry out such duties and exercise such authority as may be delegated to them by the Engineer. The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to PE and the contractor.

The charges of "The Engineer" shall deemed to be included in other rates quoted by the consultant and no separate payment shall be made on this account.

iii. Specific scope of consulting services

(wherever applicable) is described in this section services other than minor extra, which do not materially affect the scope of the Consultant's Agreement will be authorize by PE at rate and under conditions to be mutually agreed.

Section 4. Financial Proposal - Standard Forms

A. Construction Supervision

Commencement

- i) To review & authenticate the Engineering design rates of the work. The consultant shall provide any deficient design / drawings / documents without separate payment.
- ii) Evaluation of contractor's Bid
- iii) To give the order to commence the works and issuing variation orders to the contractors, both after consultation with PE.
- iv) To approve the contractor's work program, method statements, sources of materials, etc.
- v) To investigate the suitability of locally available construction materials, and where necessary, locate new quarries and borrow pits and assess the quality and quantity of materials and hauling distance.
- vi) To check systematically the progress of the works and to order the initiation of certain work which is a part of the contract.

Drawing

- i) To approve and / or issuing working drawings, approving the setting out of the works giving instructions to the contractors and processing amendment and variations.
- ii) To verify and correct the as-built drawings supplied by the Contractor.

Record Keeping

- i) To take/verify measurements and keeping appropriate records of these, which are to be in computer based form.
- ii) To maintain a day by day project diary, correspondence and others which shall record all events pertaining to the administration of the contract, requests from and orders given to the contractor, and any other information which may at a later date be of assistance in resolving queries arising in connection with execution of the works.

Safety

- i) To supervise the contractor in all matters concerning safety and care of the works.
- ii) To direct the contractor to carry out all such work as may be necessary in the opinion of the Engineer to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of adjoining property and advise PE thereof as soon thereafter as is reasonably practicable.

Overall Contract Management

- i) To arrange monthly review meetings with Contractors, PE and other fora.
- ii) To examine and attend the measurement of any work which is about to be covered or put out of view before permanent work is placed thereon and / or to examine and attend the measurement of the completed works in the prescribed form.
- iii) To carry out generally all the duties of the Engineer as specified in the Construction contract.
- iv) To issue necessary notices to the contractor as may be required under the construction contract.
- v) To inspect the works at appropriate intervals during the defects liability period and issuing the defects liability certificate.
- vi) To process the Contractor's possible claims.
- vii) To monitor environmental issues during the construction period, ensuring minimum disruption/damage to the environment and local settlements by approval of the Contractors' work statement/methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to PE and the District Governments in the Monthly Progress Reports.
- viii) To issue a variation order which has financial implications subject to prior approval in writing of PE.

Section 4. Financial Proposal - Standard Forms

- ix) Accord of Technical Sanction shall be the responsibility of the design consultant which shall be vetted by supervisory consultant.
- x) To determining extension of time, subject to prior approval of PE.
- xi) To advise PE with respect to carrying out the works following an appeal to arbitration or litigation relating to the works.

Financial Management

- i) To check the contractor's accounts, invoices, IPCs, claims and other statements with respect to all aspects of financial regulatory, correctness and the contract.
- ii) To advise PE on all matters relating to the execution of the contract including providing advice on processing of contractor's claims, if any.
- iii) To recommend to PE any liquidated damages to be claimed from the Contractor or other actions which should be taken against the contractor under the construction contract.

Approval and Certificate

- i) To inspect the performance of the works with regard to workmanship and compliance with the specifications and to order, to supervise or perform tests on materials and other work and to approve or disapprove the contractor's work and, if appropriate, his plant and equipment.
- ii) To certify work volume and Interim Certificates for payments.
- iii) To certify completion of part or all of the works, prepare punch list for payment to the contractors.
- iv) To order tests of materials and of completed works, and ordering removal of materials or works, which do not comply with specified requirements.
- v) To order, if required, the uncovering of completed work and or the removal and substitution of proper materials and / or work.
- vi) To inspect the works during the maintenance period and issuing the maintenance certificate.
- vii) To assist in the transfer of the Project from the contractor to PE.

Overall Project Monitoring

- i) To support PE to carry out the overall project monitoring and feedback.
- ii) To establish systems for recording data and statistics for such monitoring.
- iii) To collect required data and undertake other relevant surveys before construction and immediately after completion of construction of each road for monitoring
- iv) To prepare quarterly progress reports in accordance with the format agreed by PE.
- v) To prepare monthly progress reports;
- vi) To provide PE with complete records and approved Contractor's as-build drawing for the works.
- vii) To prepare completion report for the Project, including information on a contract-wise basis in a form acceptable to PE and carry out Project Benefit Monitoring and Evaluation before and after civil works construction in accordance with the agreed format.

B. Liability of the Consultants

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

If the PE suffers any losses or damages as a result of proven faults, errors or omissions in the supervision of the work, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total contract cost of the Consultants in accordance with the terms of the Contract.

Section 4. Financial Proposal - Standard Forms

The liability of the Consultants expires after one (1) year from the stipulated date of completion of the work at site.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second Para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for every year of keeping such cover effective.

The PE is obliged to rely on the information's, submissions, reporting, recommendations and advices made by the Consultants or their sub Consultants, for the consequences thereof, the Consultants shall be responsible and they shall make the PE harmless.

The Consultant shall be responsible for, and shall indemnify the PE of furnishing their professional services and against any and all risks, claims liabilities, obligations, losses, damages, penalties, action, judgment, suites, proceedings, demands, cost, expenses and disbursement whatsoever nature that may be imposed on, incurred by or asserted against the PE arising from the negligent acts of the Consultants in the performance of professional services under this Agreement.

The Consultant shall afford response and defense to any question, observation, loss, damages and claims arising out of their workings, performance, act and proceedings, in any forum and shall be held responsible to bear the consequences of such transactions, proceedings and approvals.

Performance Security: The Consultant shall furnish performance security equal to ten (10) % of the Contract Price stated in the Letter of Acceptance (LOA) in the form of irrevocable bank guarantee in favor of the MD-PKHA valid till completion of the works.

Retention Money: 10% of the amount of invoices of the Consultants will be retained and will be released by the PE after completion of the defect liability period.

Appendix A

Description of the Services

(Part-II)

TERMS OF REFERENCE FOR CONSULTING SERVICES FOR CONSTRUCTION SUPERVISION

I. Objectives

The main objectives of the consultant services described herein is to assist the PKHA in carrying out construction supervision enlisted as follows in the scope of services:

II. Scope of services

The consulting services regarding construction supervision are envisaged to be provided by Consultant with full responsibility of the work CONSTRUCTION SUPERVISION OF ADP SCHEME NO. 1620/200290 (2021-22) FEASIBILITY STUDY, DESIGN & CONSTRUCTION OF KHANDIA ROAD UPPER KOHISTAN

The scope of consulting services will include, but not necessarily be limited to the following:

- i) To review all tender documents, designs, cost-estimates, conditions of contract etc already prepared by the design consultants and advise PKHA about their suitability without any additional cost. Prepare a detailed construction program consistent with the implementation schedule for the Project.
- ii) Conducting Road Safety Audit of the designed road as to improve the safety aspects of the road. Road Safety Engineer will identify hazardous location(s) and conditions, conduct a highway safety study, collect and analyses preliminary data, identify and collect field data, select and conduct appropriate detailed studies, evaluate study results, determine safety and operational deficiencies, identify potential safety and operational improvement and to select appropriate improvements. The whole process of Road Safety Audit shall be carried out as per international standard or as adopted by NHA.
- iii) The detailed construction supervision shall include planning, guidance, programming, inspection, monitoring of construction activities and contractor's performance. Quantity and quality assurance, implementation of work plans and drawings as per design and specifications.
- iv) Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders in capacity of the Engineer.
- v) To maintain a good liaison with the PKHA office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best public interest.
- vi) Preparation & submission of monthly progress reports as per PKHA requirements.
- vii) Provide to the Contractor survey data necessary for setting out stakes for carrying out construction including identification of material sources.

Section 4. Financial Proposal - Standard Forms

- viii) The role of consultant will be obligatory and they shall indemnify the PKHA against all type of qualitatively & quantitatively deficiencies, observations, audit objections, proceeding, inspection reports and monitoring reports etc of various agencies.
- ix) Inspect regularly the contractor's construction equipment, installations, housing, medical facilities etc and ensure that they are adequate and in accordance with the terms and conditions specified in the contracts for civil works.
- x) Maintain a permanent record of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of civil works.
- xi) Verify and certify all payments to be made to the contractors both in qualitative as well as in quantitative terms along with the collection and deliverance of the cheques to the contractors will all financial responsibilities.
- xii) Inform PKHA of problems arising in connection with the implementation of civil works and make recommendations for possible solutions.
- xiii) Evaluate and make recommendations to the PKHA in regard to contractor's claims, disputes, contract time extensions and other changes.
- xiv) Prepare periodic cash flow forecasts and certificates for payment including updated cost estimates for construction and supervision.
- xv) Provide timely assistance to the contractors in all matters related to interpretation of the contract documents, ground survey controls, quality control testing and other matters relating to the contracts under the project.
- xvi) Prepare monthly reports fully describing the progress of the works and assistance given by the consultants during the preceding month, as well as identifying problem areas and actions taken to overcome them.
- xvii) Prepare project completion report in a manner satisfactory to the authority and other associated department concerned after substantial completion of the civil works.
- xviii) The consultant shall from its own sources to meet expenses for transportation, boarding communication, lodging etc. for its staff at site and office not covered in the financial proposals.
- xix) Before completion of services the consultant will submit a set of as built cross section of the work done. The final bill will be based on as built cross-section of the work done.
- xx) The consultant will be held responsible for the audit reports and if any over payment or recovery pointed out in the audit para and the recovery become proved the same will be recovered from the supervisory consultant because it was implementation by them.
- xxi) If any recovery pointed out by any investigating agency in the work done implemented and supervise by the consultant, the consultant will be responsible for below specification work and the resulted recovery will be made from consultant.

Appendix B

Reporting Requirements

Reporting Requirements

The Consultant shall submit the following reports (in both Hard and Soft copies):

Submission / Report	Number of Copies	Due Date
(1) Progress Report (Monthly)	03	On every 5 th day of the month
(2) Detailed Quarterly Reports	03	On 5 th of completion of each quarter
(3) Project Completion Report	03	On the completion of defect liability period
(4) Revised PC-1	11	01 Months after written instructions from the PE
(5) Handing/Taking Over Certificate (PC-IV)	03	03 Month after completion of Project
(6) Annual Performance Report (PC-V)	03	01 Year after completion of Project
(7) Submission of as Built Drawings	03	01 Month after completion of Project

Monthly reports and other reports as applicable are to include schedules of contract payments and variation orders, graphical representations of progress against programme, based on the approved contract schedules, charts of physical progress on major items, relevant photographs and details of impediments to the works and proposals for overcoming these. Response to M & E, audit and other forum seeking information.

Section 4. Financial Proposal - Standard Forms

Appendix C

Key Personnel and Sub consultants

[List under:

Section 4. Financial Proposal - Standard Forms

Appendix D

Breakdown of Contract Price in Foreign Currency

[List hereunder cost estimates in foreign currency:

Section 4. Financial Proposal - Standard Forms

Appendix E

Breakdown of Contract Price in Local Currency

1. (a) Monthly rates for local Personnel (Key Personnel and other Personnel);

 (b) Total Remuneration of staff (on the basis of monthly rates)

2. Reimbursable direct costs (non-salary costs)

Appendix F

Services and Facilities to be provided by the PE

and

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