

***Tender Fee: Rs. 1,500/-  
(Non-Refundable)***

**TENDER FORM**  
**TECHNICAL PROPOSAL**

**Tender # CS/03/23-24**

**Hiring Consultant for Rehabilitation of  
Existing Metalled Road**

Date of Issue : February 19, 2024

Last Date of Submission : March 5, 2024 (3:00 PM)

Opening of Technical Proposal : March 5, 2024 (3:30 PM)

Opening of Financial Proposal : March 14, 2024 (11:30 AM)

Company Name: \_\_\_\_\_

NTN: \_\_\_\_\_, SRB Registration Number: \_\_\_\_\_

GST Registration Number: \_\_\_\_\_

## **Notice Request for Proposal (NIT)**

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpaying Consultants, individual firms solely, registered with relevant tax authorities for the following RFP:

<b>RFP Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Hiring Consultant for Rehabilitation of Existing Metalled Road (CS/03/23-24)	Singe Stage Two Envelopes	1%
<b>Document Fee &amp; Important Dates</b>		
▶ <i>Tender Fee:</i>	Rs. 1,500/-	
▶ <i>Issuance start date:</i>	February 19, 2024, from 9 AM	
▶ <i>Issuance end date and time:</i>	March 5, 2024, till 3 PM	
▶ <i>Submission date and time:</i>	February 19, 2024, to March 5, 2024, from 9 AM to 3 PM	
▶ <i>Pre-bid briefing date and time:</i>	February 29, 2024, 3:00 PM	
▶ <i>Opening of Technical Proposal:</i>	March 5, 2024 at 3:30 PM	
▶ <i>Opening of Financial Proposal:</i>	March 14, 2024 at 11:30 AM	

The Bidding Procedure will be conducted through **National Competitive Bidding** using the **Quality and Cost Based Selection** method under SPP Rules and is open to all Eligible Bidders. The Contract will be awarded to a Bidder whose Bid found and declared as the **Most Advantageous Bid**, i.e., a Bid attaining the highest combined weighted technical and financial score according to criteria outlined in the RFP Document, subject to the approval by the Competent Authority.

RFP documents may be collected after submission of the paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in a Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi and will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid security in the form of a Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi" along with the Tender.

Kindly mention "Tender Number" at the top left corner of the envelope.

**N.B.** IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

### **REGISTRAR**

IBA, Main Campus, University Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Procurement on 38104700 ext: 2152

Email [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk) Website <https://www.iba.edu.pk/tenders>

SPPRA Website: <https://ppms.pprasinidh.gov.pk/PPMS/public/portal/notice-inviting-tender>

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## **1. Introduction**

Dear Tenderer

Thank you for your interest in responding to the IBA's advertisement which floated on IBA and SSPRA websites on February 19, 2024, to "Hiring Consultant for Rehabilitation of Existing Metalled Road".

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA and several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools and the assessment and testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards and academic traditions it had inherited from Wharton and USC while adapting and adjusting them over time.

We expect to avail services of high standards that meet our prime and basic specifications through this transaction.

Consultants should familiarize themselves with all the applicable rules and conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-bid meeting. Attending the pre-bid meeting is, however, optional. Consultants may liaise with the Procuring Agency's representative to gain better insight into the Assignment.

Please contact Senior Manager Contract on 38104700 ext: 2517 for any information and query.

Thank you.

-sd-

**Registrar**

## **2. Instructions to Bidder**

- a. IBA Karachi expects that aspirant Consultants – individual firms should furnish all the required documents to ensure a transparent and genuine presentation. Therefore, it is necessary to fill in the Tender Form meticulously and sign and stamp every page. Moreover, attach the required supporting documentation according to the requirement.
- b. It is mandatory to fill the Tender Forms in writing with ink or type. Do not leave any column/item blank. If you want to leave the item/column un-answered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper and mention the item/column name or number etc that referred to the column/item of the Tender Form.
- c. You can collect the RFP Document from the office of the Head of Procurement, Ground Floor, Fauji Foundation IBA Main Campus, University Enclave, Karachi from February 19, 2024, to March 5, 2024, during working 9:00 AM to 3:00 PM.
- d. The last date for submitting the RFP Document in a sealed envelope is March 5, 2024, by 3 PM in the Office of the Security Gate # 4, Ground Floor, Fauji Foundation IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- e. Bid Security of 1% of total charges will be submitted along with RFP Documents in the shape of a Pay Order / Demand Draft only in the name of the Institute of Business Administration (IBA) Karachi.
- f. Successful bidder should provide 5% Performance Security of the total value of the Contract in the form of a Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- g. Please mention "RFP Detail" at the top left corner of envelopes. IBA, Karachi may reject any bid subject to the relevant provision of SPP Rules 2010 and may cancel the bidding process at any time before acceptance of the bid or proposal as per Rule-25(i) of said rules.
- h. All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
- i. Consultants shall maintain their status as active / filer taxpayers with taxation authorities while rendering services to IBA, Karachi.

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- j. A **Pre-bid briefing** shall be held on February 29, 2024, at IBA Main Campus at 3 PM to understand the scope of the work
- k. Envelopes: Separate Envelopes of the Technical Proposal and Financial Proposal shall be submitted. Bid Security should be further enclosed in an envelope & seal of the Company should be affixed on the opening flaps.
- l. **Conflict of Interest:** Consultants are required to provide professional, objective. They shall strictly avoid conflict with other assignments or their corporate interest. Consultants must 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. 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:
  - 1. 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;
  - 2. 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 conflict with another assignment of the Consultant to be executed for the same or another Procuring Agency;
  - 3. 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 Contract, may not be awarded a Contract unless the conflict stemming from this relationship has been resolved.
- m. **Conflicting Relationship:** Government officials and civil servants may be hired as consultants only if:
  - 1. They are on leave of absence without pay;
  - 2. They are not being hired by the agency they were working for, six months before going on leave; and
  - 3. Their employment would not give rise to any Conflict of Interest.

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n. **Fraud and Corruption:** It is the 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 Agency follows the instructions contained in the Rules, which define:

1. "Coercive Practice" means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party.
2. "Collusive Practice" means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain.
3. "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain.
4. "Fraudulent Practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
5. "Obstructive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules;

Under the SPP Rule 35, a Procuring Agency can interalia blacklist a Bidder found to be indulging in any of the Corrupt and Fraudulent Practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any bidder who is to be blacklisted shall be accorded the adequate opportunity of being heard.

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- o. **Integrity Pact:** According to Rule-89 of SPP Rules, 2010, the Consultant undertakes to sign an Integrity Pact in accordance with the prescribed format attached hereto for all the procurements.
- p. **Eligibility of sub-consultants:** A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify for the shortlisting process.
- q. **Only One Proposal:** Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- r. **Proposal Validity:** 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 their confirmation of the extension of validity of the Proposal, Consultants may submit new staff in replacement that 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.
- s. **Clarification and Amendment in RFP Documents:** Consultants may request for a clarification of the contents of the bidding document in writing, and the Procuring Agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days before the date of opening of the proposal. The Procuring Agency shall communicate such a response to all parties who have obtained the RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so.

At any time before the deadline for submission of Bids or 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

Preparation of Proposals: 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, eligibility) in providing the information requested may result in the rejection of a Proposal.

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The estimated number of Professional Staff months or the budget required for executing the Assignment should be shown, but not both. However, the proposal shall be based on the professional staff month or budget estimated by the Consultant.

**t. Technical Proposal Format and Content**

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 required 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 and applicable.
  - ii. For Assignments on a staff-time basis, the estimated number of professional staff-months must be given in the Data Sheet.
  - iii. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
  - iv. Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each position.
2. The Technical Proposal shall provide the following information using the attached Standard Forms (Section III):
  - i. A brief description of the Consultant organization and an outline of recent experience on assignments of a similar nature the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement (Form TECH-2).
  - 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 Procuring Agency (Form TECH-3).
  - iii. CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the proposal. Key information should include the number of years working for the Consultant and the degree of responsibility held in various assignments as indicated (Form TECH-6).
  - iv. A detailed description of the proposed methodology, work plan for performing the Assignment, staffing, and monitoring of training, if the Bidding Document specifies training as a major component of the Assignment (Form TECH-4).
  - v. Any additional information and documents requested in the Bidding Document.
3. The Technical Proposal shall not include any financial information

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- u. **Financial Proposal:** The Financial Proposal shall be prepared using the attached Standard Forms (Section-IV). It shall list all costs associated with the Assignment, as indicated in the Bidding Document (if and as applicable).  
Alternatively, the Consultant may provide its list of costs. 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.
- v. **Taxes:** The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of the contract agreement unless exempted by the relevant tax authority.
- w. **Submission, Receipt and Opening of Proposals:** Consultants must submit **ONE Original** and **ONE Photocopy** of the Technical Proposal, and **ONE Original** Financial Proposal. Each proposal must contain in a separate and sealed envelope clearly marked with the Assignment title and other information. 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-III, and FIN-1 of Section-IV**. All pages of the original Technical and Financial Proposals will be initial by an authorized representative of the Consultants. The authorization shall be in the form of a written power of attorney accompanying the Technical Proposal.

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 shall govern.

The original and all copies of the Technical Proposal shall be placed in a sealed envelope marked **“TECHNICAL PROPOSAL (ORIGINAL/ PHOTOCOPY)”** Similarly, the original Financial Proposal shall be placed in a sealed envelope marked **“FINANCIAL PROPOSAL (ORIGINAL/ PHOTOCOPY)”** 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 nonresponsive.

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The Proposals must be sent to the address indicated in the Bidding Document and received by the Procuring Agency no later than the time and the date indicated in the Bidding Document until any extension to this date is made through a corrigendum or addendum. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened. To avoid delays arising from the postal or Procuring Agency's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers arrive a day before the deadline for submission.

- x. **Proposals Evaluation:** From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Agency 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.
- y. **Evaluation of Technical Proposals:** 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 Bidding Document. 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 Bidding Document.

After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks/ points, 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 qualify the eligibility criteria or secure minimum qualifying marks/ points shall be returned unopened.

- z. **Evaluation of Financial Proposals:** Financial Proposals shall be opened publicly in the presence of the Consultants' designated/ authorized representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. Then the Financial Proposals of the Consultants who met the minimum qualifying marks/ points shall be then opened.

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Since it is a **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):  **$S = St \times T\% + Sf \times P\%$** . The firm achieving the highest combined technical and financial score will be invited for negotiations.

- aa. **Technical Negotiations:** Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, the work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Agency 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 Procuring Agency and the Consultant, will become part of the Contract Agreement
- bb. **Availability of Professional Staff/Experts:** Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional Staff, the Procuring Agency expects to negotiate a Contract on the basis of the Professional Staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the Professional Staff will be actually available. The Procuring Agency 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, if accepted by the Procuring Agency, shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within period of time specified in the letter of invitation to negotiate.
- cc. **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 bid evaluation result and/ or 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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### **3. Bidding Data**

- A. Name of Procuring Bidder:** Institute of Business Administration, Karachi
- B. Brief Description of Works:** Hiring Consultant for Rehabilitation of Existing Metalled Road
- C. Procuring Bidder's Address:** Main Campus, University Enclave, Karachi
- D. Amount of Bid Security:** Bid Security of 1% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of Institute of Business Administration, Karachi
- E. Period of Bid Validity (days):** Ninety (90) days.
- F. Performance Security Deposit:** Successful bidder should provide 5% Performance Security of the total value of the Work Order in the form of a Pay Order or bank guarantee before submission of the invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract.
- G. Deadline for Submission of Bids along with time:** The last date for submitting the Tender Document in sealed envelopes is March 5, 2024, by 3 PM in the Office of the Security Office Gate # 4, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- H. The venue, Time, and Date of Bid Opening:** The tender will be opened on March 5, 2024, at 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- I. Schedule of Work & Timeline:** The schedule of work and timeline will be framed with mutual consultation of the concerned Department and the Service Company. However, the Service Company is liable to abide and strictly adhere to the Schedule of Work and Timeline provided by the IBA.
- J. Liquidity damages:** 2% liquidity damages of the total amount will be imposed per month for which the contractor failed to complete work within the execution period.
- K. Deposit Receipt No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Amount (in words and figures):** \_\_\_\_\_  
**Pay Order / Demand Draft #:** \_\_\_\_\_, **Amount: Rs.** \_\_\_\_\_  
**Drawn on Bank:** \_\_\_\_\_, **Dated:** \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature

#### **4. Terms & Conditions**

The following terms of the services are agreed by the consultant:

- 1. Receiving / Acceptance of Purchase/Work Order:** The firm/company/agencies will sign the copy of the Purchase/Work Order as acknowledgement.
- 2. Competent Authority reserves the right to change/alter/remove any item.**
- 3. Termination:** That upon the termination of this agreement, the service Company shall be permitted to remove all its devices and equipment which may have been placed at premises from time to time.
- 4. Submission of Invoices:** Invoice / Bill should be submitted to the Human Resources Department.
- 5. Advance Payment:** Advance Payment is subject to Bank Guarantee.
- 6. Validity of Bid:** Validity is for ninety (90) days.
- 7. Rules, Regulations & Policies:** All rules, regulations and policies will be governed in accordance with the SPPRA.
- 8. Price / Rate:** must be quoted on the Tender Form only and submitted in a sealed envelope.
- 9. Government tax(es), levy(es) and charges(s):** It will be charged at actual as per SRO.
- 10. Arbitration:** In case of any dispute, difference or any question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter hereof shall be referred to the Registrar of the IBA and CEO of the Consultant for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties.
- 11. Performance Security:** Successful bidder should provide 5% Performance Security of the total value of Order in the form of a Pay Order or bank guarantee before submission of invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of work / Contract / Warranty, whichever is longest.
- 12. Rights:** IBA reserve the right to accept or reject any or all tender(s) or terminate proceedings at any stage in accordance with the rules & regulations framed by SPPRA. IBA, also reserve the right to issue Purchase Order / Work Order for any single items to different lowest responsive bidders or issue Purchase Order / Work Order for all the items to any lowest responsive bidder.
- 13. RFP Document:** Tender Document available at the Office of Head of Procurement, Ground Floor, Fauji Foundation IBA Main Campus, University Enclave, Karachi.
- 14. Stamp Duty:** 0.35% against the total value of Work Order will be levied accordingly.
- 15. Currency:** All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
- 16. Active Tax Payer:** The firm / Company shall maintain its status as an active taxpayer with taxation authorities while rendering services to IBA, Karachi.
- 17. Conditional / Optional / Alternate Bids:** Such bids will not be accepted.

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## 5. Bidder Qualification/Mandatory Eligibility Criteria (SECTION – I)

Sr #	Description	Yes	No
A.1	Bidder should have set up in Pakistan as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents of constitution or association as applicable under the law)  <i>(Please provide registration documents, Memorandum &amp; Articles of Association or equivalent documents of constitution or association as applicable under the law)</i>		
A.2	Tax Registration in both FBR and SRB  <i>(Provide a copy of a valid NTN &amp; SST Registration Certificates and last month's Service Tax Returns)</i>		
A.3	An authorized person nominated to sign the documents.  <i>(Provide a Power of Attorney and Consortium Agreement)</i>		
A.4	The average annual business turnover for the last three consecutive years (FY20 - FY23) must be Rs. 5 million per year.  <i>(Please provide Audited Financial Statements or Annual Income Tax Return establishing the same)</i>		
A.5	Bidder must have completed at least three (3) assignments relating to the detailed engineering designing and technical due diligence in the construction or expansion of roads or highways or motorways or expressways, with each assignment's minimum value of PKR 25 million (project cost), completed during the last Five (5) years.  <i>(Provide Work Orders, Contract Agreements &amp; Completion Certificates)</i>		
A.6	Non-blacklisting/ Non-debarment: Bidder must not be: <b>blacklisted</b> by IBA or any other Government firm or IFIs? (i) blacklisted by any public sector organization and IFIs; (ii) debarred by the Procuring Agency till the bid submission deadline; (iii) in bankruptcy or liquidation proceeding; and (iv) convicted of, fraud, corruption, collusion or money laundering  <i>(Please provide an undertaking on Rs. 100/- Stamp paper)</i>		
A.7	Non-performing Contracts and Litigation History  <i>(Provide details of (i) non-performing contracts with cogent reasons; and (ii) disputes and litigation or arbitration cases in-hand and pending for adjudication (if any), if there is no, provide an undertaking on Rs. 100/- Stamp paper)</i>		

**Note:** IBA can verify any document submitted by the Bidder at any point in time. In case of non-validation of any document submitted during/ after the bidding process, IBA reserves the right to remove the Bidder from the IBA's panel.

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Stamp & Signature

## 6. Technical Evaluation Criteria (SECTION – II)

### FIRM’S EXPERIENCE, CLIENTELE AND SERVICES PROVIDED (100 Marks)

The Bidder (individual firm or Consortium) must attain at least 70 points to qualify for the opening of its Financial Proposal. The prospective Bidders must read carefully and note the following conditions relating to an integral part of the evaluation criteria:

- i. Sub-consultant’s credentials and experience are not eligible for scoring.
- ii. The Procuring Agency shall consider the Bidder’s experience to the extent of the contracts as directly awarded in its own or Bidder’s title (but not their staff or any parent or subsidiary company).
- iii. The claimed experience or contracts awarded (respective milestones) must be satisfactorily completed as endorsed or verified, if deemed mandatory, by the awarding agency;

Sr #	Description	Max Marks	Obtained
<b>General Experience (Max Points: 45) (Work Executed/Completed)</b> <ol style="list-style-type: none"> <li>i. Points will be assigned only once for the same project or milestone completed.</li> <li>ii. Bidders’ experience will be considered for projects completed under public or private sector organizations unless expressly specified otherwise.</li> <li>iii. to assign points for the projects or assignments completed, it shall be assigned only once in respective category, i.e., either general or relevant experience, as passing the criteria</li> </ol>			
<b>B.1</b>	<b>Firm’s Experience of Relevant Consultancy:</b> Bidder’s experience in master planning for Infrastructure Development projects (may include planning & designing and bidding on package water resources, sewerage or drainage systems, highways, motorways, roads, or urban development, etc.), with each project’s minimum cost of PKR 200 million or Consultants assignment’s minimum total contract value of PKR 4.0 million, completed during the last five (5) years. <b>[3 points for each project]</b>  <i>(Attach Documentary proof of experience)</i>	15	

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Sr #	Description	Marks Distribution	Max Marks	Obtained
B.4	<b>Key Professional / Technical Team:</b> <ul style="list-style-type: none"> <li>○ Technical Team Leader/Senior Engineer; BE (Civil) with at least 8 Years experience</li> <li>○ Highway Engineer; BE (Civil) with at least 8 Years experience</li> <li>○ Structural Design Engineer; BE (Civil) with at least 8 Years experience</li> <li>○ Quantity Surveyor; BE (Civil) / DAE (Civil) with at least 8 Years experience</li> <li>○ Surveyor; BE (Civil) / DAE (Civil) with at least 8 Years experience</li> </ul> <p>(Provide details/CVs duly signed by authorized person)</p>	 5  5  5  5  5	25	

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Sr #	Description	Marks Distribution	Max Marks	Obtained
<b>B.5</b>	<b>Financial Capability:</b> Average Annual Turnover in the last three (3) years  ○ ≥ PKR 100 million ○ ≥ PKR 50 million and < PKR 100 million ○ ≥ PKR 10 million and < PKR 50 million  <i>(Provide Audited Financial Statements of the last three years)</i>	6 4 2	6	
<b>B.6</b>	<b>Understanding of the Assignment</b>  <i>Provide a brief write up of the understanding regarding the assignment</i>		4	
<b>B.7</b>	<b>Proposed Methodology with Work Plan</b> containing pragmatic approaches towards achieving the Assignment's desired objectives and targeted milestones set in TOR within the stipulated timeline		10	

#### Key Professional Staff

(Points Weightage Assigned to Each Individual based on Qualification and Experience)

Sr.	Key Professional Staff	Maximum Weightage (Qualification 25% and Relevant Experience 75%)			
<b>1.</b>	<b>Technical Team</b>	<b>Qualification</b>		<b>Relevant Experience</b>	
<b>1.1</b>	Technical Team Leader/Senior Engineer	Bachelor in Civil Engineering along with Masters in Transportation Engineering or equivalent	25%	≥ 8 years' experience in planning, designing and leading or executing roads, highways, expressways or bridge construction projects	75%
		Bachelor in Civil Engineering	15%	≥ 8 years	60%

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	Technical Team	Qualification		Relevant Experience	
<b>1.2</b>	Highways Engineer	Bachelor in Civil Engineering along with Masters in Transportation Engineering or equivalent	25%	≥ 8 years' design experience as a Highway or Geometric Design Engineer on roads or highways or expressways or bridges construction projects	75%
		Bachelor in Civil Engineering	15%	≥ 15 years	60%
				≥ 8 years and < 15 years	40%
<b>1.3</b>	Structural Design Engineer	Bachelor in Civil Engineering along with Masters in Structural Engineering or equivalent	25%	≥ 8 years' experience in structural design of road, highway, expressway or bridge projects	75%
		Bachelor in Civil Engineering	15%	≥ 10 years	60%
				≥ 8 years and < 10 years	40%
<b>1.4</b>	Quantity Surveyor	Bachelor in Civil Engineering	25%	≥ 8 years' experience in preparing budget plans, schedules, assessment of claims, estimates of quantities, and various payment certificates relating to roads, expressways, motorways, highways, or bridge projects	75%
		DAE in Civil Engineering	15%	≥ 10 years	60%
				≥ 7 years and < 10 years	40%
				≥ 5 years and < 7 years	20%
<b>1.5</b>	Surveyor	Bachelor's in civil engineering	25%	≥ 8 years' experience in preparing budget plans, schedules, assessment of claims, estimates of quantities, and various payment certificates relating to roads, expressways, motorways, highways, or bridge projects	75%
		DAE in Civil Engineering	15%	≥ 10 years	60%
				≥ 7 years and < 10 years	40%
				≥ 5 years and < 7 years	20%

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### Section III – Technical Proposal

*Format of Technical Proposal to be submitted, and Standard Forms required and number of pages recommended.*

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## Form Tech-1. Technical Proposal Submission Form

*[Location, Date]*

To: Institute of Business Administration, Karachi

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.

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 Bidding Document, 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 Bidding Document.

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

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

\_\_\_\_\_  
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## Form Tech-2. Consultant's Organization and Experience

### A. Consultant's Organization

*[Provide here a brief (not more than five pages preferably) 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 50 pages. Max.]*

Assignment Name:	Approximate value of contract (PKR):
Location within the country:	Duration of Assignment (months):
Name of Procuring Agency:	Total No of staff-months of the Assignment:
Address:	Approx. value of the services provided by your firm under the contract (PKR):
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:

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### **Form Tech-3. Comments and Suggestions on the Terms of Reference to be provided by the Procuring Agency**

#### **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 the counterpart staff and/ or facilities to be provided by the Procuring Agency according to Paragraph Reference 2.5 of 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. Bidders are suggested to present their Technical Proposal **(20 pages, preferably not exceeding 2,000 words per component – 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, the Bidder should explain the understanding of the objectives of the Assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Bidder should highlight the problems being addressed and their importance, and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

**b) Work Plan.** In this chapter, the Bidder should propose the main activities of the Assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing an understanding of the TOR and the 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, the Bidder should propose the structure and composition of the team. The Bidder should list the main disciplines of the Assignment, the key expert responsible, and proposed technical and support staff.]

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### 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 college/university and 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. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_
9. **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: \_\_\_\_\_

### 10. Certificate

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] Day/Month/ Year

Full name of authorized representative: \_\_\_\_\_

\_\_\_\_\_  
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### Form Tech-7. Staffing Schedule<sup>1</sup>

No	Name of Staff	staff Input (in the form of bar chart) <sup>2</sup>													Total Staff-Month Input			
		1	2	3	4	5	6	7	8	9	10	11	12	N	Home	Field <sup>3</sup>	Total	
<b>Foreign</b>																		
1		[Home]																
		[Field]																
2																		
3																		
									<b>Subtotal</b>									
<b>Local</b>																		
1		[Home]																
		[Field]																
2																		
3																		
									<b>Subtotal</b>									
									<b>Total</b>									
Full time input			Part time input															

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

<sup>2</sup> For Months are counted from the start of the Assignment. For each staff indicate separately staff input for home and fieldwork.

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

## Form Tech-8. Work Schedule

No	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														

<sup>1</sup> Indicate all main activities of the Assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Procuring Agency approvals. For phased Assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

<sup>2</sup> Duration of activities shall be indicated in the form of a bar chart.

## Section V – Terms of Reference

### SUMMARY / OVERVIEW OF THE ASSIGNMENT

<b>Procuring Agency</b>	Institute of Business Administration IBA Karachi
<b>Assignment Title</b>	Design & Rehabilitation of Existing Metalled Road from Maskan Gate of Karachi University to Pharmacy Department Intersection KU Circular Road Karachi
<b>Assignment Description</b>	<p>Under this Assignment, the Consultant shall require undertaking the activities in TWO dependent and sequential phases, which include:</p> <ul style="list-style-type: none"> <li>i. Preliminary Study and Proposal for Approval of Road &amp; Gates</li> <li>ii. Detail Design &amp; Drawings</li> <li>iii. Bid Management</li> </ul> <p>The initial phase shall require the Consultant to carry out survey of the existing road facilities and suggest proposal for improvement in such a manner that proposed road may accommodated the existing and projected traffic load and provide a good and healthy environment. The consultant shall prepare and present for approval of at least three alternatives proposal to the competent authority for approval. The consultant shall also prepare a preliminary cost estimate and feasibility report of the proposals.</p> <p>Subsequently, upon satisfactory completion of the first phase, the Consultant will require to develop a detailed engineering design, and detailed cost estimate based on quantity take off and Preparation of BOQ, specification of material and Bidding Documents as further detailed in the TOR's Assignment Scope</p>
<b>Contract Duration</b>	Sixteen (16) weeks
<b>Contract Type</b>	Lump-sum or fixed
<b>Procurement Framework</b>	Sindh Public Procurement Act, 2009, including Rules, Regulations, Orders or Instructions as framed thereunder from time to time
<b>Market Approach</b>	National competitive bidding
<b>Selection Method</b>	Quality & Cost Based Selection
<b>Commencement Date (Expected)</b>	Immediately after signing the Contract.

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## **1. PROJECT BACKGROUND**

Institute of Business Administration (IBA) Karachi, is responsible for providing quality education in the public sector. The Road leading to IBA from Muskan Gate Karachi University Enclave is the main road leading to IBA Main Campus. The same road is being used by other departments of Karachi University like The Business School of Karachi University, and the Department of Public Administration. Law School of Karachi University. Due to increased vehicular traffic, the road has been damaged and needs proper modification and realignment to accommodate the traffic load and add to the aesthetic beauty of the surroundings. To achieve these sectoral goals, the Institute of Business Administration IBA Karachi has decided to reconstruct/rebuild this road to improve the mobility of IBA Students and Staff as well as other departments and users of Karachi University. This road will also help to create local employment and facilitation for the students and staff of both IBA and Karachi University. This project will create improvement of roads may save commuters time, fuel and wear and tear of vehicles.

## **2. PROJECTS CONCEPTUALIZATION AND OBJECTIVES**

The proposed Projects have been conceived by the IBA Karachi (the '**Procuring Agency**'), in line with its strategic objectives to provide road infrastructure and better service facilities to students, strengthen road traffic safety, improve service levels affected by inadequate capacities, and create better transport infrastructure linkages.

In this regard, the Procuring Agency now invites the sealed proposals from the Eligible Bidders or Consultants to conduct the feasibility study and provide the detailed Engineering design and bidding management and advisory services for the development and construction / Retrofitting of the road (the '**Assignment**') under the Sindh Public Procurement Rules, 2010 (the '**SPP Rules**').

## **3. ASSIGNMENT SCOPE**

The Consultant shall be required to conduct the Assignment in two dependent and sequential phases. However, IBA Karachi reserves the right to terminate the Contract at the end of any phase if it is satisfied that proceeding further will not help achieve the objectives or other conditions as stipulated in the Contract.

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**3.1. Phase I - Preparation:** The specific objective of this phase is to conduct technical baseline surveys, review the existing and relevant studies, prepare conceptual plans and conduct feasibility assessment, develop & evaluate/ prioritize various options to achieve the Projects objectives, and provide a clear cut way forward to the, concerning planning, institutional arrangement, transaction structure, financial viability, and socio-economic & environmental viability, for the proposed Project development.

Consultants shall collect relevant data and other relevant/ pertinent information which may become useable in later stages of the works or the Project development. Based on the acquired data, the Consultant shall prepare the Project proposal with the preferred option for undertaking the Project.

The feasibility shall include but not be limited to the following components:

**3.1.1 Inception Report:** The Consultant under this stage would be required to provide work breakdown structure, schedules with timelines along with key milestones & methodology, team details, logistics plans, requirements from the Procuring Agency, and anticipated issues about the initiation of work for the Project.

**3.1.2 Technical Feasibility Study:** This shall require the Consultant to conduct:

**A. Outline the Design Parameters for the Projects**

- Detailed area reconnaissance study and study of different options different suitable and economical options along with the features.
- Review the existing alignment & submit the inception report considering and proposing the most appropriate option.
- Perform drainage studies also taking into consideration natural flow patterns during rain for the design of cross drainage.
- Detailed topographic survey within the Right of Way of the existing road and along any re-alignment (for geometric improvement) identified during the field reconnaissance.
- Perform condition survey of existing structure and pavement structure,
- Inception of the Project design in terms of typical cross-section, typical and schematic designs of projects, including allied facilities. Design of drainage, bus stops, parking areas, walkways, streetlights & utilities,
- Frame the TOR for the detailed design of the Projects based on the x-section
- Prepare complete Preliminary drawings for the Project.
- Prepare cost estimates for road works and structures based on typical design, reconnaissance survey, and topographic survey.
- The general design parameters for the roads

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o **Geometric Design Criteria:**

**Design Life:**

- Pavement Structures 20 years

**Design Speed:**

- Flat terrain town 60 Km/h
- Maximum super elevation 4.0%
- Transverse slop (Camber)
- Pavement 2.0% - Shoulders 4.0%

**Gradient:**

- Maximum 3%
- Minimum 0.2%
- Carriageway Width \* varies
- Shoulders width either side 3.00m
- Outer shoulder treatment Wearing Course
- Embankment Height Varies

**3.2. Phase II – Bid Management:** Consultant shall be required to perform functions including, but not limited to the following:

**3.2.1 Bidding Document:** The Consultant shall be required to:

- Prepare bidding documents and detailed cost estimates required for the Projects in compliance with the procurement laws, regulations, policy best practices.
- Develop and finalize evaluation criteria and the terms of the bid documents.

**3.2.2 Bidding Process:** The Consultant shall be required to assist the Procuring Agency to:

- Prepare responses to the prospective bidder's queries.
- Attend and respond to the prospective bidders' queries at pre-bid meetings as and when scheduled by the Procuring Agency.
- Amend the bidding documents to reflect material issues raised by bidders and accepted by the Procuring Agency and other stakeholders before the deadline for bid submission, under applicable laws, rules and regulations.
- Assist the Procuring Agency during the bid evaluation and preparing the evaluation reports.
- Prepare and deliver presentations on bid evaluation, for necessary approvals.
- Assist the Procuring Agency in the issuance of a Letter of award/acceptance to the Preferred Bidder.
- Advice on bid-related correspondence with bidders during the entire bidding process relating to the Project.

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**4. ASSIGNMENT DELIVERABLES & PAYMENT SCHEDULE**

The Consultant shall achieve the Assignment's milestones and deliverables in two phases within a cumulative duration of sixteen (16) weeks, effective from the contract agreement signing. **The Assignment's proposed implementation schedule with indicative deliverables under all the phases is tabulated below:**

Sr. #	Deliverable	Timelines	Payment
<b>4.1</b>	<b>Phase I – Transaction Preparation</b>		
<b>4.1.1</b>	Inception Report	T1 + 1 week	20%
<b>4.1.2</b>	Technical survey and road alignment	T1 + 2 weeks	
<b>4.1.3</b>	Detail design and Cost Estimate	T1 + 3 Weeks	30%
<b>4.2</b>	<b>Phase II – Bid Management</b>		
<b>4.2.1</b>	Submission of Bidding Documents	T1 + 4 Weeks	40%
<b>4.2.2</b>	Approval of Bidding Documents	T2	
<b>4.2.3</b>	Submission of Bid Evaluation Reports	T2 + 3 Weeks	10%
<b>4.2.4</b>	Issuance of Letters for Award of Contracts	T2 + 4 Weeks	
<b>Total Contract Duration</b>			<b>100%</b>

T1 = Effective from the Contract Signing Date

T2 = Effective from Project's Preparation & Approval

The payment schedule is mentioned as a percentage (%) of the total Contract Price

**NOTE:** The Procuring Agency shall not offer any mobilization advance to the Consultant. The Procuring Agency shall ensure to release the payments within thirty (30) calendar days following the payment schedule mentioned above subject to the satisfactory completion of the respective milestones for the Projects as verified and recommended by the Procuring Agency's authorized representative(s).

**5. ASSIGNMENT RFP IN QUERIES/CLARIFICATION**

Requests for clarification shall always be made in writing at least five (5) calendar days before the date of opening of bids and must be addressed or sent via mail and e-mail **(both)** mentioned below:

**Attention:** Senior Manager Contracts & Planning, Institute of Business Administration (IBA) Karachi

**Address:** Project Department Ground Floor GT Auditorium Main campus Institute of Business Administration IBA Karachi

**Phone No:** (+92-21) 38104700

**UAN:** 111-422-422

**Fax:** (+92-21) 99261508

**E-mail:** nmalik@iba.edu.pk

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## **Section VI – Conditions of Contract and Standard Forms**

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## **Article I**

### **GENERAL CONDITIONS OF CONTRACT**

- 1.1. **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.
- 1.2. **Language:** This Contract is executed in the language specified in the Special Conditions of Contract (SC), which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
- 1.3. **Notices:**
  - 1.3.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 SC.
  - 1.3.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.4. **Location:** The Services shall be performed at such locations as are specified in special condition of contract or elsewhere, as the Procuring Agency may approve.
- 1.5. **Authority of Member in Charge:** In case the Consultant consists of a joint venture/Consortium/association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC 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 (PA).
- 1.6. **Authorized Representatives:** 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 SC.
- 1.7. **Taxes and Duties:** The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
- 1.8. **Fraud and Corruption:**
  - 1.8.1. If the Procuring Agency determines that the Consultant and/or its Personnel, sub-contractors, sub Consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Procuring Agency may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/ disqualification as provided in the SPP Rules.

- 1.8.2. Any personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Article 4.2.
- 1.8.3. **Integrity Pact:** If the Consultant or any of his Sub- Consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-A to this Form of Contract, then the Client shall be entitled to:
  - 1.8.3.1. Recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-Consultant, agents or servants
  - 1.8.3.2. terminate the Contract; and
  - 1.8.3.3. recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub Consultant, agents or servants.

On termination of the Contract under Sub-Para 1.8.3.2, the Consultant shall proceed. Payment upon such termination shall be made after having deducted the amounts due to the Client under.

## **Article II**

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

- 2.1 **Effectiveness of Contract:** This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 **Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 **Expiration of Contract:** Unless terminated earlier under Clause GC 2.6 hereof, this Contract shall expire at the end of such time after the Effective Date as specified in the SC.
- 2.4 **Modifications or Variations:** 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 Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 **Force Majeure:**

- 2.5.1 The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
  - 2.5.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
  - 2.5.3 Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
  - 2.5.4 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 **Termination:**
- 2.6.1 **By the Procuring Agency:** 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 GC 2.6.1. In such an occurrence the Procuring Agency shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).
    - 2.6.1.1 If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Agency may have subsequently approved in writing;
    - 2.6.1.2 If the Consultant becomes insolvent or bankrupt;
    - 2.6.1.3 If the Consultant, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
    - 2.6.1.4 If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
    - 2.6.1.5 If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;



2.6.1.6 If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 **By the Consultant:** The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to PA, such notice to be given after occurrence of any of the events specified in paragraphs (a) through (c) of **this Clause GC 2.6.2:**

2.6.2.1 If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract without Consultants fault;

2.6.2.2 Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;

2.6.2.3 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;

2.6.2.4 If the Procuring Agency fails to comply with any final decision reached as a result of arbitration under Clause GC 8 hereof.

2.6.3 **Payment Upon Termination:** Upon termination of this Contract under Clauses GC 2.6.1 or GC 2.6.2, the Procuring Agency shall make the following payments to the Consultant:

2.6.3.1 payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

2.6.3.2 except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **ARTICLE III**

#### **OBLIGATIONS OF THE CONSULTANT**

3.1 **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder 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 faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

**3.2 Conflict of interests:**

3.2.1 The Consultant shall hold the PA's interests paramount without any consideration for future work and strictly avoid conflict with other Assignments or their own corporate interests.

3.2.2 **Consultants not to Benefit from Commissions, Discounts, etc.:** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.3 **Consultant and Affiliates not to be Otherwise Interested in Project:** 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 services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.4 **Prohibition of Conflicting Activities:** The Consultant shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with activities assigned to them under Contract.

3.3 **Confidentiality:** Except with the prior written consent of the PA, the Consultant and the Personnel 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 Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 **Insurance to be Taken Out by the Consultant:** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultant's Actions Requiring PA's Prior Approval:** The Consultant shall obtain the Procuring Agency's prior approval in writing before taking any of the following actions:

- 3.5.1 entering into a subcontract for the performance of any part of the Services;
- 3.5.2 appointing such members of the Personnel not listed by name in Appendix C; and
- 3.5.3 any other action that may be specified in the SC.

**3.6 Reporting Obligations:**

- 3.6.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in (Procuring Agency may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 3.6.2 Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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**3.7 Documents Prepared by the Consultant to be the Property of the Procuring Agency**

- 3.7.1 All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- 3.7.2 The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8 Accounting, Inspection and Auditing:**

- 3.8.1 The Consultant shall keep, and shall cause its Subconsultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Subconsultants to permit, the Procuring Agency and/or persons appointed by the Procuring Agency to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Procuring Agency if requested by the PA. The Consultant's attention is drawn to Clause 2(n) which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8

constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures).

#### **ARTICLE IV**

#### **CONSULTANT PERSONNEL**

4.1 **Description of Personnel:** The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

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

4.2.1 Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

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4.2.2 If the Procuring Agency finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.

4.2.3 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **Article V**

#### **OBLIGATIONS OF THE PROCURING AGENCY**

5.1 **Assistance and Exemptions:** The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Law 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, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2.1 or 6.2.2, as the case may be.

- 5.3 **Services and Facilities:** The Procuring Agency shall make available free of charge to the Consultant the Services and Facilities listed under the Bidding Document.

## **Article VI**

### **PAYMENTS TO THE CONSULTANT**

- 6.1 **Performance Security:** The Consultant has to submit the performance security at the rate mention in SC.
- 6.2 **Lump-Sum Contract:**
- 6.2.1 The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause
- 6.2.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

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- 6.3 **Currency:** The price payable in Pak Rupees
- 6.4 **Payment for Additional Services:** To determine remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.
- 6.5 **Terms and Conditions of Payment:** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Procuring Agency shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Procuring Agency specifying the amount due.

## **ARTICLE VII**

### **GOOD FAITH**

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

## **ARTICLE VIII**

### **SETTLEMENT OF DISPUTES**

- 8.1 **Amicable Settlement:** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the Assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 **Dispute Resolution:** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with provisions specified in SC.

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### **Special Conditions of Contract**

The following Special Conditions of Contract (SCC) shall supplement and/ or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- GCC 1.5.1. The services shall be performed at Karachi and the Project locations as further specified in the TOR.
- GCC 1.6.1. {The Member in Charge is [insert name of member]}
- Note: If the Consultant consists of a joint venture/ Consortium/Association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, Clause SC 1.6 should be deleted from the SC.*
- GCC 1.7.1. The Authorized Representatives are:  
For the PA: \_\_\_\_\_  
For the Consultant: \_\_\_\_\_

- GCC 1.8.1. All the taxes and duties including income, service, stamp duty, and those as applicable on the offered services under this Contract shall be borne by the Consultant. The applicable taxes shall be deemed as part of the Consultant's total quoted bid.
- GCC 2.1.1. The date for effectiveness of contract shall start with effect from the date of agreement signing by both the Parties.
- GCC 2.1.2. The Consultant shall commence contractual services within ten (10) days or immediately after signing of agreement. Confirmation of the Professional Staff/ Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing (also along with the Proposal) as a written statement signed by each Expert.
- GCC 2.3.1. The Contract shall remain effective for sixteen (16) months; however, this stipulated period may be extended at no cost or without any change in the Contract Price in case of a reasonable delay, acceptable to the Procuring Agency, in the Project's execution subject to the terms and conditions laid down in the RFP.
- GCC 2.4.1. Any modification or variation of terms and conditions of this Contract, including any modification or variation of the scope of Services (except the Proposed Concessions), if required, will be made through an addendum to agreement with mutual consent of both the parties.
- GCC 3.6.1. Reporting obligations include but is not limited to the following (refer to the TOR's and GCC 6.5.1. for further details):
- Inception Report
  - Technical Feasibility Report
  - Environment & Social Impact Assessment Report
  - Projects Preparation & Approval
  - Bid documents package, and Any other report as part or falling within the Assignment's scope.
- GCC 6.1.1. Successful Consultant, upon fourteen (14) days of issuance of the Letter of Award, shall require to submit performance security equivalent to 5% of the Contract Price in shape of Bank Guarantee issued by a scheduled bank in Pakistan in favor of 'Institute of Business Administration (IBA) Karachi'. Discharge of the security shall take place within twenty-eight (28) days following satisfactory completion of the PA's performance obligations.

- GCC 6.3.1. The Procuring Agency shall release the payments to the successful Bidder (in case of a Consortium, respective members including a National Company or a foreign firm) in Pak Rupees only.
- GCC 6.5.1. The payments shall be made according to deliverables and schedule as specified under the Section V – Terms of Reference of RFP Document.
- GCC 8.2.1. Disputes shall be settled in accordance with the Arbitration Act, 1940.

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## Appendices

### Standard Forms

*[Note: Standard Forms provided in this RFP Document for securities are to be issued by an eligible bank mentioned in the Bidding Document. In case, a Bidder chooses to submit bid or performance security using Bank Guarantee, the relevant format shall be tailored accordingly without changing the spirit of the Forms of securities].*

### Form of Bid Security

#### (Bank Guarantee)

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address:

Name of Principal (Bidder) with address:

Sum of Security (express in words and figures): \_\_\_\_\_

RFP/ Bid Reference No.: \_\_\_\_\_

RFP/ Bid Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the RFP/ Bid and at the request of the said Principal, we the Guarantor above-named are held and firmly bound unto the \_\_\_\_\_, (hereinafter called the '**Procuring Agency**') in the sum stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying RFP/ Bid numbered and dated as above for \_\_\_\_\_ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering the said Bid that the Principal furnishes bid security in the above said sum to the Procuring Agency, conditioned as under:

- (1) that the bid security shall remain valid for a period of twenty-eight (28) days beyond the period of validity of the bid;
- (2) that in the event of;
  - (a) The Principal withdraws his Bid during the period of validity of Bid, or
  - (b) The Principal does not accept the correction of his Bid Price, or

- (c) Failure of the successful bidder to
- (i) Furnish the required performance security, following Sub Clause 2(f) of Instructions to Bidder, or
  - (ii) Sign the proposed Contract Agreement, the entire sum be paid immediately to the said Procuring Agency for delayed completion and not as a penalty for the successful bidder's failure to perform.

NOW THEREFORE, if the successful bidder shall, within the period specified therefore, on the prescribed form presented to him for signature enter into a formal Contract Agreement with the said Procuring Agency under this Bid as accepted and furnish within fourteen (14) days of receipt of Letter of Acceptance, performance security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Guarantor shall forthwith pay to the Procuring Agency the said sum stated above upon first written demand of the Procuring Agency without cavil or argument and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Guarantor at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal has duly performed his obligations to sign the Contract Agreement and to furnish the requisite performance security within the time stated above, or has defaulted in fulfilling said requirements and the Guarantor shall pay without objection the sum stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed the instrument under its seal on the date indicated above, the name and seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. Signature \_\_\_\_\_

1. \_\_\_\_\_

2. Name \_\_\_\_\_

Corporate Secretary (Seal)

3. Title \_\_\_\_\_

2. \_\_\_\_\_

Corporate Guarantor (Seal)

(Name, Title & Address)

**Form of Performance Security  
(Bank Guarantee)**

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry Date \_\_\_\_\_

(Letter by the Guarantor to the Procuring Agency)

Name of Guarantor (Scheduled Bank in Pakistan) with address: \_\_\_\_\_

Name of Principal (Consultant) with address: \_\_\_\_\_

Sum of Security (express in words and figures): \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_

Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the RFP Document and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the (hereinafter called the Procuring Agency) in the penal sum of the amount stated above, for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Procuring Agency's above-said Letter of Acceptance for \_\_\_\_\_ (*Name of Contract*) for the \_\_\_\_\_ (*Name of Assignment*).

NOW THEREFORE, if the Principal (Consultant) shall well and truly perform and fulfil all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfil all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of the said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements and Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defenses under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract, for which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Consultant) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above bounded Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

		_____ Guarantor (Bank)
Witness:	1. Signature	_____
1. _____	2. Name	_____
_____	3. Title	_____
Corporate Secretary (Seal)		
2. _____		
_____		
(Name, Title & Address)		Corporate Guarantor (Seal)

\_\_\_\_\_  
Stamp & Signature

**Appendix A – Integrity Pact****Declaration of Fees, Commission and Brokerage etc. Payable by the Consultant**

Contract No. \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

\_\_\_\_\_ *[name of Consultant]* hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from IBA Karachi or any administrative subdivision or agency thereof or any other entity owned or controlled by IBA Karachi/ GoS through any corrupt business practice.

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

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

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

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

\_\_\_\_\_  
Stamp & Signature

**Appendix B – Affidavit (non-blacklisting)**

***[On stamp paper of PKR 200]***

***[Location, Date]***

To: Institute of Business Administration, Karachi

**Re: DESIGN & REHABILITATION OF EXISTING METALLED ROAD FROM MASKAN GATE OF KARACHI UNIVERSITY TO PHARMACY CHOWK KARACHI UNIVERSITY ENCLAVE KARACHI**

Dear Sir

Pursuant to the Request for Proposal Document dated *[insert the date]* in respect of the Project, *[Insert Name of the Attorney]* hereby represents and warrants that, as of the date of this letter, *[Insert Name of Bidder/ Member of Consortium]*:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of, fraud, corruption, collusion or money laundering during the last five (5) years;
- (c) is not aware of any Conflict of Interest or potential Conflict of Interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract; and
- (d) is not blacklisted by any Federal or Provincial governmental or nongovernmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and /or International Organizations, as at the submission deadline; and
- (e) does not fall within any of the circumstances for ineligibility listed in Eligibility Criteria of the RFP Document;

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

\_\_\_\_\_  
Stamp & Signature

## Appendix C – Power of Attorney

**[On stamp paper of PKR 200]**

**[Location, Date]**

Know all men by these presents, we, \_\_\_\_\_ **[insert name and address of the registered office of the firm]** do hereby constitute, appoint and authorize Mr./ Ms. \_\_\_\_\_ **[insert name and father name]** who is presently employed with **[us or the Lead Member of our Consortium]** and holding the position of \_\_\_\_\_ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our Bid for providing consultancy services about the *Design For Rehabilitation Of Existing Metalled Road From Maskan Gate Of Karachi University To Pharmacy Chowk Karachi University Enclave Karachi*

For (the '**Assignment**'), including signing, authenticating and submitting application/ Proposals (Technical and Financial) and affidavits, participating in conferences, responding to queries, submitting information/ documents and generally representing us in all its dealings with the Works & Services Department, any other Government entity or any person, in connection with the Project until the culmination of the process of bidding and thereafter till the execution of relevant Projects documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

**For and on behalf of [insert name of the relevant Consortium Member]**

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

Signature of the Attorney: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Address of the Attorney: \_\_\_\_\_

### **Witnesses:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC #: \_\_\_\_\_

CNIC #: \_\_\_\_\_

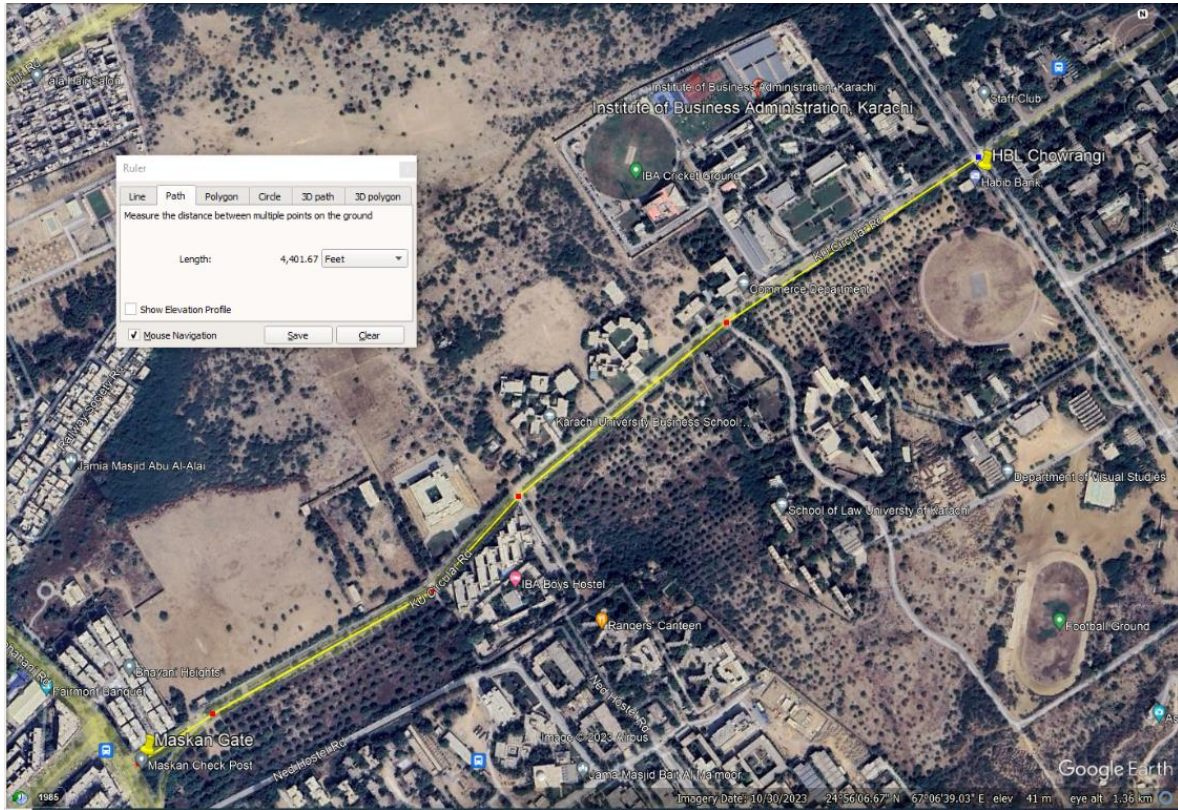
<sup>8</sup> In case of a Consortium, a separate power of attorney (on this format) to be provided/ executed by each member of the Consortium (including the Lead Member) in favor of a representative and attorney of the Lead Member of the Consortium. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.

Stamp & Signature

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## Appendix D - Location Map



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## Appendix E – Documents Checklist

*The prospective Bidder (individual firm or consortium) shall provide the checklist containing information on the required documents accompanied by the Technical proposal that must be appropriately filled, signed and stamped by the Bidder's authorized representative. **While submitting the bid, the Technical proposals need to follow the instructions recommended below:***

- *the Bidder (in the case of a Consortium, each member) must consult the RFP Document to check the documents' requirement against each criterion and sub-criterion;*
- *the documents are placed in order as listed below (and those as deemed necessary for qualifying the eligibility and technical evaluation criteria);*
- *the documents contain substantial evidence (work orders, contracts with a clear scope, and completion certificates or any other substantial evidence) against the claimed projects' experience and the milestones achieved;*
- *the documents are printed using paper's double sides, where possible;*
- *the documents are indexed with page numbers as mentioned below;*
- *the documents (Technical Proposal) do not disclose any information relating to the financial bid;*
- *the documents are submitted, preferably using two-hole file folders/ pockets.*

Sr.	Document Title with Description	Check	Page No.
	<b>General Requirements</b>		
1.	Technical and Financial proposals are in a separate and sealed envelope	<input type="checkbox"/>	
2.	Alternative bids or proposals are not submitted	<input type="checkbox"/>	
3.	All pages of original Proposal initialed by authorized representative of Consultants	<input type="checkbox"/>	
	<b>Technical Proposal Requirements</b>		
4	Form Tech 1: Technical Proposal Submission Form	<input type="checkbox"/>	
5	Form Tech 2: Consultant's Organization and Experience	<input type="checkbox"/>	
6.1	<b>General Experience (infrastructure development projects)</b>		
6.1.1	Master planning and designing of infrastructure development projects	<input type="checkbox"/>	
6.1.2	Bidding package for infrastructure development	<input type="checkbox"/>	

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Sr.	Document Title with Description	Check	Page No.
<b>6.2</b>	<b>Relevant Experience (urban development projects)</b>		
<b>6.2.1</b>	Detailed engineering design and due diligence for construction of roads	<input type="checkbox"/>	
<b>6.2.2</b>	Bidding package for infrastructure development projects	<input type="checkbox"/>	
<b>6.3</b>	Form Tech 4: Description of Approach, Methodology and Work Plan	<input type="checkbox"/>	
<b>6.4</b>	<b>Technical Team</b>		
<b>6.4.1</b>	Technical Team Leader/ Senior Engineer	<input type="checkbox"/>	
<b>6.4.2</b>	Highway Engineer	<input type="checkbox"/>	
<b>6.4.3</b>	Structural Design Engineer	<input type="checkbox"/>	
<b>6.4.4</b>	Quantity Surveyor	<input type="checkbox"/>	
<b>6.4.5</b>	Surveyor	<input type="checkbox"/>	
<b>7.</b>	Appendix C - Power of Attorney on stamp paper of required value	<input type="checkbox"/>	
<b>8.</b>	Appendix B - Affidavit (non-blacklisting) on stamp paper of required value	<input type="checkbox"/>	
<b>9</b>	Appendix A - Integrity Pact	<input type="checkbox"/>	
<b>10.</b>	Constituent Documents (Memorandum & Articles of Association or equivalent)	<input type="checkbox"/>	
<b>11.</b>	Registration Documents (NTN, SRB, PEC, PCTAP, as applicable)	<input type="checkbox"/>	
<b>12.</b>	Company Profile(s)	<input type="checkbox"/>	
<b>13.</b>	Audit Reports (Balance Sheets, Income and Cash Flow Statements)	<input type="checkbox"/>	
<b>14</b>	Income Tax Returns	<input type="checkbox"/>	
<b>15.</b>	Qualification Track Record (Contracts with Completion Certificates or any other substantial evidence)	<input type="checkbox"/>	
<b>16.</b>	Bid Security Financial Instrument (without showing or disclosing the amount on it)	<input type="checkbox"/>	
<b>17.</b>	Historical Contracts Non-Performing Details	<input type="checkbox"/>	
<b>18.</b>	Litigation History	<input type="checkbox"/>	
	<b>Financial Proposal</b>		
<b>19.</b>	Form FIN 1: Financial Proposal Submission Form	<input type="checkbox"/>	
<b>20.</b>	Form FIN 2: Summary of Costs inclusive of all the applicable taxes	<input type="checkbox"/>	
<b>21.</b>	Bid Security (1%) of the Quoted Bid Price	<input type="checkbox"/>	

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It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Tel # \_\_\_\_\_ Fax \_\_\_\_\_

Mobile \_\_\_\_\_ Email \_\_\_\_\_

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