

**PESHAWAR DEVELOPMENT AUTHORITY  
GOVERNMENT OF KHYBER PAKHTUNKHWA**



**REQUEST FOR PROPOSAL**

**SHORT LISTING OF CONSULTANCY FIRMS FOR “ASSESSMENT OF AREA, FEASIBILITY AND OTHER ASSOCIATED STUDIES, ACCESSIBILITY AND BUSINESS PLAN” FOR DEVELOPMENT OF PARK AT KABUL RIVER BANK, WARSAK ROAD PESHAWAR ADP#1210/200251(2020-21).**

**OFFICE OF THE DEPUTY DIRECTOR HORT-III  
DIRECTORATE OF HORTICULTURE, PDA**

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## Request for Proposal

**Country:** Pakistan

**Province:** Khyber Pakhtunkhwa

**District:** Peshawar

**ADPNo:** ADP#1210/200251(2020-21)

**Name of Work:** Development of Park at Kabul River Bank, Warsak Road  
Peshawar

**Consultancy Cost:** Rs.2.34 Million

**Title of consulting:** Assessment of Area, Feasibility and other Associated  
Studies, Accessibility and Business Plan

**Duration of consultancy  
Services** 02 -Months

## **DEFINITIONS:**

- a) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- b) "Consultant" means any entity that will provide the Services to the Client under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) "Day" means calendar day.
- f) "Government" means the Government of Khyber Pakhtunkhwa.
- g) "Instructions to Consultants" means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- j) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- k) "Proposal" means a technical proposal or a financial proposal, or both.
- l) "QBS" means Quality-Based Selection.
- m) "QCBS" means Quality- and Cost-Based Selection.
- n) "RFP" means this Request for Proposal.
- o) "Services" means the work to be performed pursuant to the Contract.
- p) "SSS" means the Single Source Selection.
- q) "Standard Electronic Means" includes facsimile and email transmissions.
- r) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- s) "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

# LETTER OF INVITATION (LOI)

**ADPNo:** “ADP#1210/200251(2020-21)”

Location & Date:

Deputy Director (HORT-III),  
Directorate of (Horticulture),  
Peshawar Development Authority  
PDA House, Block-I, 2<sup>nd</sup> Floor, Phase-V,  
Hayatabad, Peshawar, Ph: 091-9217026-29,  
Ext # 206

Name & Address of Consultant:

## ATTENTION:

### 1. INTRODUCTION

- 1.1 You are hereby invited to submit a technical and a financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined and directed by the Client).
- 1.4 The Client (**Peshawar Development Authority**) has been entrusted the duty to implement the Project as Executing Agency by the (*Government of Khyber Pakhtunkhwa*) and funds for the project for the phase have been approved and provided in the budget under “ADP#1210/200251(2020-21)” for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is issued.

- 1.5 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Please note that:
- i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and
  - ii) The Client is not bound to accept any of the proposals submitted.
- 1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.
- 1.9 We wish to remind you that in order to avoid conflicts of interest:
- i) Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and
  - ii) Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.
2. **DOCUMENTS**
- 2.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than five (05) days before the proposal submission date. Any request

for clarification in writing, or by cable, telex or tele fax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or telefax to such requests and copies of the response shall be sent to all invited Consultants.

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

### **3. PREPARATION OF PROPOSAL**

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

#### **Technical Proposal**

- 3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and result in rejection of your proposal.

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

- i) Association or Joint Venture with any other firm, to cover any of the mentioned expertise, is NOT APPLICABLE.
- ii) Subcontracting / Sub-consulting is NOT APPLICABLE.

iii) The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However you may propose changes in the light of your experience through your comments on the TOR without any alteration in the given data sheets. Any such changes in data sheets shall be liable to rejection.

iv) The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.



v) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.

vi) No alternative to key professional staff may be proposed, and curriculum vitae (CV) may be submitted for each position. PDA authorities reserve the right to Verify the proposed staff.

vii) Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

Viii) The consultants must be registered with Pakistan Engineering Council, FBR and KPPRA.

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

I-From-1 A brief description of the Consultant's organization and an outline of recent Five Years experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

I-Form-2 A list of projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken.

I-Form-3 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.

I-Form-4 Any comments or suggestions on the TOR;  
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.

I-Form-5 CVs and Degrees recently signed by the proposed key professional

staff. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last three (03) years.

I-Form-6 A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.

I-Form-7 A schedule for compilation and submission of various types of reports as envisaged in Appendix-B of TOR .

I-Form-8 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.

I-Form-9 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.

10. If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.

11. Any additional information as requested in the Data Sheet.

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

### **Financial Proposal**

3.6 Financial Proposal shall be seek from the short listed consultant firm on the prescribed format. Appendix 2 i.e. Form Nos. 1 through 4. Your Financial proposal shall be considered for the whole period.

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

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

#### **4. SUBMISSION OF PROPOSALS**

4.1 You shall submit one original technical proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. The envelop, in turn, shall be sealed in an outer envelop bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

Financial Proposal shall be seek from the short listed consultant firm on the prescribed format. Appendix 2 i.e. Form Nos. 1 through 4. Your Financial proposal shall be considered for the whole period.

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

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

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

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

#### **5. PROPOSAL EVALUATION**

5.1 A two stage single envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first and the short listed consultant shall be directed to submit Financial Proposal.

#### **Technical Proposal**

- 5.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy (70) percent points shall be rejected.

### **Financial Proposal**

- 5.3 system for selection of consultant will be as per KPPRA Rule 2014 Clause #23(c) Least cost base selection. The short listed consultant will be invited to submit their Financial Proposal and shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.

## **6. NEGOTIATION**

*NOT APPLICABLE AS PER KPPRA RULE 2014*

## **7. AWARD OF CONTRACT**

- 7.1 The contract shall be awarded to successful bidder/ firm after approval of the competent authority.
- 7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **8. CONFIRMATION OF RECEIPT**

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

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

## LETTER OF INVITATION (LOI)

### DATA SHEET

#### LOI Clause #

The name of the Assignment is: Consultancy Services for Assessment of Area, Feasibility and other Associated Studies, Accessibility and Business Plan.

The name of the Client is : Govt. of Khyber Pakhtunkhwa through Pesahwar Development Authority

The description and the objectives of the Assignment are:  
Appointment of consultant for Assessment of Area, Feasibility and other Associated Studies, Accessibility And Business Plan:

**Sub Head: ADP#1210/200251(2020-21)**

**Name of Work: Development of Park at Kabul River Bank, Warsak Road Peshawar**

1.3 Phasing of the Assignment (if any): Yes

1.5 Pre-Proposal Conference: Yes  No

1.6 The Client shall provide the following inputs: As per Appendix-E of Contract for Engineering Consultancy Services.

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

2.2

The address for seeking clarification is: Deputy Director (HORT-III),  
Directorate of (Horticulture),  
Peshawar Development Authority  
PDA House, Block-I, 2<sup>nd</sup> Floor,  
Phase-V, Hayatabad, Peshawar,  
Ph: 091-9217026-29, Ext # 206

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

Yes No

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

Yes  No

(iii) The estimated number of key professional staff months is: Attached as Annexure-A.

iv) Proposed key staff shall be permanent employees who are employed with the

consultants at least six months prior to submission of Proposal.

Yes()No

(v) The minimum required experience of proposed Key staff is]:

(As per Annexure A, Part II)

S.No.	Position	Minimum Academic Qualification	No. of Years of Professional Experience	No. of Years of Professional Experience in similar projects	Minimum No. of similar project for specific expertise
01	Project Manager /Team Leader	M.Sc. Civil Engg	15	10	03
<b>Economic Feasibility (EF) Studies</b>					
1	Chief Economist	Master's degree in Economics	15	10	03
2	Senior Economist	Master's degree in Economics	10	05	02
3	Junior Economist	Master's degree in Economics	10	05	02
<b>Site assessment and Environmental Impact Assessment (EIA) Studies</b>					
1	Environmental Expert	M.Sc. Environmental Engg	15	10	03
2	Senior Sociologist	Master in Sociology	10	15	02
3	Senior Ecologist	Graduation in Biological/ Environmental Science	10	05	02
<b>Resettlement Action Plan (RAP) and associated studies</b>					
1	Gender specialist	Master in sociology	10	05	02
<b>Allied Surveys</b>					
1	Survey Engineer	BSc Civil	10	10	03
2	Landscape Architect	BSc Architect	10	10	03
3	Cad/Computer Operator	D.I.T/B.A	10	10	-
4	Surveyor	DAE	10	10	-
5	Survey Helper	DAE	02	02	-

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

YesNo ()

(vi) Additional information in the technical proposal includes: N/A

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

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

4.2 The address for writing on the proposal is : Deputy Director (HORT-III),  
Directorate of (Horticulture),  
Peshawar Development Authority  
PDA House, Block-I, 2<sup>nd</sup> Floor, Phase-V,  
Hayatabad, Peshawar,  
Ph: 091-9217026-29, Ext # 206

Cable: \_\_\_\_\_

Telex: \_\_\_\_\_

Facsimile: \_\_\_\_\_

4.3 The date and time of proposal submission are: **16.09.2021 till 10:00 AM and the same will be open on the same day at 11:00 AM in office of Chairman Procurement Committee.**

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

The location for submission of proposals is: Deputy Director (HORT-III),  
Directorate of (Horticulture),  
Peshawar Development Authority  
PDA House, Block-I, 2<sup>nd</sup> Floor, Phase-V,  
Hayatabad, Peshawar,  
Ph: 091-9217026-29, Ext # 206

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

<b><u>Description/Items</u></b>	<b><u>Points*</u></b>
i) Specific experience of the consultants in the similar nature project (Min. 05 Projects)	[20]
ii) In hand similar nature project	[10]
iii) Adequacy of the proposed Work Plan and Methodology in responding to the TOR	[30]
iii) Qualification and competence of the Key Staff for the Assignment	[40]

**Total Points: 100**

- The points earmarked for evaluation sub-criteria for suitability of Key staff are:-

	<u>Points %</u>
(i) Academic and General qualifications	[50]
(ii) Professional experience related to the Project	[40]
(iii) Status with the firm (Permanent & duration with Firm)	[10]

**Total Points: 100**

- The minimum qualifying technical score [70] Points.

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

**The date and address for Financial Proposal submission and opening will be notified after evaluation of the technical proposal.**

**The short listed consultant will be informed through official letter.**

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

Least cost method

Sincerely,

Deputy Director (HORT-III),  
Directorate of (Horticulture),  
Peshawar Development Authority

**Enclosures**

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



## **STANDARD FORMS**

## **APPENDIX-I**

# TECHNICAL PROPOSAL FORMS

## Form 1

### *FIRM'S REFERENCE*

#### **Relevant Services Carried Out in the Last Five Years Which Best Illustrate Qualifications**

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

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

Consultants' Name: \_\_\_\_\_

***PRESENT STAFF DEPLOYMENT***

(As of \_\_\_\_\_)

<b>Major Project(s) Presently Undertaken</b>			
	<b>Project Name</b>	<b>Location</b>	<b>Associates(s)</b>

<b>Field of Expertise</b>	<b>Total Number of Permanent Staff</b>	<b>Staff Assigned to Above Projects</b>

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

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

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

***COMMENTS/SUGGESTIONS OF CONSULTANT***

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

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

1.

2.

3.

4.

5.

Etc.

***FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF***

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

10. Key Qualifications:

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

11. Education:

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

12. Employment Record:

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

13. Languages:-

[Indicate proficiency in speaking, reading and writing of each language: excellent, good,

fair, or poor].

14. Certification:

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

\_\_\_\_\_  
Signature of Staff Member

Date: \_\_\_\_\_  
Day/Month/Year



***WORK PLAN/ACTIVITY SCHEDULE***

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

*Completion and Submission of Reports*

<b>Reports</b>	<b>Date</b>

***WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL***

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

Full Time: \_\_\_\_\_  
 Part Time: \_\_\_\_\_

Activities Duration \_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_  
 (Authorized Representative)

Full Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Address \_\_\_\_\_

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

**1. Technical/Managerial Staff**

<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

**2. Support Staff**

<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

## **APPENDIX-II**

## FINANCIAL PROPOSAL FORMS

**Form 1**

### BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: \_\_\_\_\_ Firm: \_\_\_\_\_

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

**Notes:**

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

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

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

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

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

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

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

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

**Form 2**

**BREAKDOWN OF SOCIAL CHARGES**

S.No.	Detailed Description	As a %age of Basic Salary

**BREAKDOWN OF OVERHEAD COSTS**

S.No.	Detailed Description	As a %age of Basic Salary and Social Charges



**Project Title** .....

**ADP No.** \_\_\_\_\_

**SUMMARY OF COST OF CONSULTANT**

Millions

<b>S.No.</b>	<b>Description</b>	<b>Design Phase</b>	<b>Construction Supervision Phase</b>	<b>Amount (Rs.)</b>
1.	Salary Cost/Remuneration			
2.	Direct (Non-salary) Cost			
3.	Contingencies			
4.	Grand Total			

Final cost (in figure)  
(in words)

Dated \_\_\_/\_\_\_/\_\_\_\_\_

Chief Executive/Authorized Signature & Seal \_\_\_\_\_

Address of the company \_\_\_\_\_

\_\_\_\_\_

*[Form 4 shall be submitted on Company letter head and signed by chief Executive or Authorized Agent]*

## Description of the Services

### *Terms of Reference*

#### **i. Objectives**

The objectives of consulting services are to assist client to implement the Project through the following activities during the design and supervision stage:

- a. Detailed Survey of the Projects
- b. Test and Investigations
- c. Preparing Architectural Drawings and structural design where required.
- d. Landscape Architectural plan.
- e. Overall project monitoring and evaluation procedure.

#### **ii. Scope of Consulting Services**

The Employer will be the Government of KP through Director General Peshawar Development Authority; the Employer's Representative will be **Director Horticulture/ Deputy Director Hort-III**; and the Engineer is Team Leader/CRE/RE of the Consultants.

The Engineer's role is to administer the contract and to ensure that its clauses are respected. The consultant will be fully responsible for the feasibility and other related study and landscape & detail engineering design. The consultant shall to submit 10-copies of PC-I and 05-copies (each) of the following reports both in soft and hard form.

- a. Detailed Survey of the Projects
- b. Test and Investigations
- c. Preparing Architectural Drawings and structural design where required.
- d. Landscape Architectural plan.
- e. Business plan/to over come on maintenance expenditure.
- f. Overall project monitoring and evaluation procedure.

**Specific scope of consulting services** (wherever applicable) is described in this section. Services other than these and other than minor extras, which do not materially affect the scope of the Consultant's Agreement, will be authorized by client at rates and under conditions to be mutually agreed.

**A. Detailed landscape design & Construction Supervision of the scheme.**

**(a) Detailed Survey of Park:**

- i) To carry out relevant survey.
- ii) To prepare landscape plan and proposal.
- iii) To prepare reports for submission to client.
- iv) To Prepare traffic plan
- v) To prepare business plan for the project to be self sustaining.
- vi) Public accessibility plan.

**(b) Detailed Design and/or its Vetting(if applicable)**

- i) New design of the scheme (if any)
- ii) To prepare inventory of the existing structure, including their geometric features, type and condition of drainage structures, load carrying capacity, pavements, other major features and relocation of utilities etc.
- iii) To carry out topographic surveys, including horizontal and vertical alignments and cross-sections, establishment of horizontal control points, bench marks, and permanent reference beacons required for detailed computing quantities to enable construction quantities to be calculated to an accuracy of (+)(-) 5 percent.
- iv) To carry out geotechnical investigation including;
  - ① Classification of samples
  - ② pH of soil & water
  - ③ Chemical Analysis of existing Soil
  - ④ Compilation of reports identifying all resulting soil properties, bearing capacities, settlements etc.
- v) To prepare designs based on relevant standards, including typical cross-sections, long sections and the pavement and geometric design.

- vi) Test construction materials for grains-size distribution and plasticity characteristics, unit weight, and water absorption, and any other tests deemed necessary.
- vii) Catchment study, provide rainfall data / analysis, provide rainfall intensity for different return periods, rainfall runoff modeling including subsurface water characteristics, supplemented by detailed filed investigations, to establish the adequacy of park contours and slopes and if any others.
- viii) To update realistic construction schedules showing the anticipated progress of works and expenditures for the contract package in conjunction with client. The schedules will reflect seasonal climatic effects at the work site.
- ix) Landscape and other detail design shall be submitted both in soft and hard form.
- x) To prepare PC-I along with detail estimate which must include both schedule and non schedule items including their analysis as per park requirement.
- xi) To check and investigate locally available material and its source.
- xii) To prepare Environmental Impact Assessment (EIA) studies report.
- xiii) To propose /prepared plant, suitability for area / park.

- d) **Construction Supervision.** **Not applicable**
- e) **Overall Project Monitoring** **Not applicable**
- f) **Supervision Stage:** **Not applicable**
- g) **Post Completion Stage:** **Not applicable**

## **Appendix B**

### **Reporting Requirements**

#### **Reporting Requirements**

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

<b>Submission / Report</b>	<b>Number of Copies</b>	<b>Due Date</b>
(1) Progress Report (Monthly)	03	On every 5 <sup>th</sup> day of each month
(2) Detailed Quarterly Reports	03	On 5 <sup>th</sup> of completion of each quarter
(3) Project Schedule	03	On the completion of defect liability period
(4) PC-1/Revised	11	As and when required by the client

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

## **Appendix C**

### **Key Personnel and Sub consultants**

List under:

## **Appendix D**

### **Breakdown of Contract Price in Foreign Currency**

List hereunder cost estimates in foreign currency:

## **Appendix E**

### **Breakdown of Contract Price in Local Currency**

1. (a) Monthly rates for local Personnel (Key Personnel and other Personnel);  
(b) Total Remuneration of staff (on the basis of monthly rates)
2. Reimbursable direct costs (non-salary costs); ( Covered under over head)

Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. These costs include but are not limited to the following:

<b>S.No.</b>	<b>Nomenclature</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (Rs)</b>	<b>Total Amount (Rs.)</b>	<b>Remarks</b>



## **Appendix F**

**Services and Facilities to be Provided by the Client**

**and**

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

**Appendix-G**  
**(Integrity Pact)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]

**CONTRACT FOR ENGINEERING CONSULTANCY  
SERVICES**

**between**

---

**(NAME OF THE CLIENT)**

**and**

---

**(NAME OF THE CONSULTANTS)**

**for**

---

**(BRIEF SCOPE OF SERVICES)**

**OF** 

---

**(NAME OF PROJECT)**

---

**Month and Year**

**FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ day of \_\_\_\_ (month) of \_\_\_\_ (year), between, on the one hand, \_\_\_\_\_

(Hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for the entire Consultants' obligations under this Contract, namely:

(hereinafter collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assigns).

#### WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) the General Conditions of Contract;
  - (b) the Special Conditions of Contract;
  - (c) the following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be Provided By the Client and  
Counterpart Personnel to be Made Available to the Consultants  
by the Client.

Appendix G: Integrity Pact (for Services above Rs. 10 Million)

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical parts each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

\_\_\_\_\_

CLIENT'S NAME

Witness  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_  
NAME OF THE CONSULTANTS

\_\_\_\_\_  
\_\_\_\_\_

Name of Member No. 1

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

\_\_\_\_\_

Name of Member No. 2

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

\_\_\_\_\_

Name of Member No. 3

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

\_\_\_\_\_

**APPOINTMENT OF CONSULTANT FOR ASSESSMENT OF AREA,  
FEASIBILITY AND OTHER ASSOCIATED STUDIES,  
ACCESSIBILITY AND BUSINESS PLAN**

**ADPNo:** ADP#1210/200251(2020-21)

**Name of Work:** DEVELOPMENT OF PARK AT KABUL RIVER BANK, WARSAK ROAD PESHAWAR

**Key and Other Personnel  
(DIRECT SALARY COST)**

S.No.	Position	Minimum Academic Qualification	Staff number	Months OR as per requirement
01	Project Manager /Team Leader	M.Sc. Civil Engg	01	02
<b>Economic Feasibility (EF) Studies</b>				
1	Chief Economist	Master's degree in Economics	01	02
2	Senior Economist	Master's degree in Economics	01	02
3	Junior Economist	Master's degree in Economics	01	02
<b>Site assessment and Environmental Impact Assessment (EIA) Studies</b>				
1	Environmental Expert	M.Sc. Environmental Engg	01	02
2	Senior Sociologist	Master in Sociology	02	02
3	Senior Ecologist	Graduation in Biological/ Environmental Science	01	02
<b>Resettlement Action Plan (RAP) and associated studies</b>				
1	Gender Specialist	Master in sociology	01	02
<b>Allied Surveys</b>				
1	Survey Engineer	BSc Civil	01	02
2	Landscape Architect	BSc Architect	01	02
3	Cad /Computer Operator	D.I.T/B.A	01	02
4	Surveyor	DAE	01	02
5	Survey Helper	DAE	01	02

## (NON- SALARY COST)

### **ESTIMATED LOCAL CURRENCY COST/ DIRECT (NON-SALARY) COST**

**Note: Proposals with any reduction and/Or miscalculation from the given data / quantities will be liable to rejection.**

All key input and core staff of the consultant should be nominated by name in the proposal. During evaluation 5% marks will be deducted for each TBN (To be nominated) position of the above mentioned staff.

The key staff of the consultant must be proficient in written and spoken English.

The consultant may propose their additional positions and an adjustment of man-months for key personnel so for as total man-months for key personnel remain the same as above.

**Note 1: The quoted total lump sum cost is a fixed cost includes all Salary Cost, Direct Cost (Non Salary Cost, overheads & Contingencies)& there will be no additional payment admissible on part of the client.**

**Note 2: The Payment shall be made to the consultants as per quoted rate. The payment shall be made in two installments, 1<sup>st</sup> half of the quoted rate shall be paid after one month subjected to achieve 50% of deliverable and 2<sup>nd</sup> half shall be paid for 2<sup>nd</sup> months, no additional payment shall be made for indirect cost etc.**

**Note-3: The service provided by the consultants shall be assumed as target oriented / performance based and no additional charges is admissible on the part of the client.**

**Note 4: If the consultant fails to complete any activity or part of activity, the client reserve the right to execute the same at the consultant risk & cost.**

**Note-5: Conditional/incomplete Technical bid shall be considered as Non-Responsive.**



## Part-II

### Qualification and Experience of Consultant's Key personnel

Consultant will assign adequately qualified personnel to carry out the implementation of project as described in TOR. Man-month input for which are indicated in **Part-I** of this **Annexure**. In particular, the key personnel should possess the qualifications and experience as indicated in following.

#### **Project Manager/Team Leader.**

He should be at least MSc in civil Engineering from Recognized University. If master's in civil Engineering or other related engineering fields would be given additional weightage with project management certification (PMP).

He should have specific experience of working in senior-techno position with at least 10 year as RE on relevant projects. The incumbent should have minimum experience of 15 years in related activities. He should be able to lead the team of the consultant and assist the Department in timely completion of the services with a quality output.

#### **Chief Economist**

He should be at least MBA or MSC Economy from Recognized University having experience of 15-Years. He should have specific experience of working in primarily responsibility for development, coordination and production of economic and financial analysis.

#### **Environmental Expert**

He should be at least MSC Environmental Engineering or MSc Environmental from Recognized University having experience of 10-Years. He should have specific experience of working in preparing, reviewing and updating investigation report (EIA/IEE).

#### **Landscape Architect.**

He should have a BSc Architectural and should have Pakistan Council of Architect and Town Planning (PCATP). He must have excellent experience in landscaping. He should have at least overall experience of 05 years relevant experience in design of landscaping of related discipline.

### **Horticulturist**

He should have master in BSc in Horticulture from recognized university. He should have at least 10 year overall experience in plantation and maintenance of plants.

### **Civil Engineer**

He should have a BSc Civil Engineering Degree registered with Pakistan Engineering Council. He must have excellent experience in supervision of civil works. He should have at least overall experience of 05 years.

### **Electrical Engineer**

He should have at least BSc Electrical Engineering from recognized university and registered with Pakistan Engineer Council. He must have excellent experience in designing of park lighting and illuminations along with supervision of other minor electrical works. He should have at least overall experience of 05 years.

### **Quantity Surveyor**

He should be at least B-Tech/DAE in civil Engineering from reputed institution. The incumbent should have minimum experience of 15 years in relevant field with additional skill in computer literacy.

### **Surveyor**

He should be at least B-Tech /DAE in civil Engineering technology from reputed institution. The incumbent should have minimum experience of 10 year in relevant field. Must be familiar with the use of modern techniques of survey.

### **Lab Technician**

He should be at least B-Tech /DAE in civil Engineering technology or BSc Geology from reputed university /institution. The incumbent should have minimum experience of 10 year in relevant field. Must be familiar with the use of modern techniques of survey.