STANDARD FORM OF BIDDING DOCUMENTS

FOR

PROCUREMENT OF CONSULTANCY SERVICES

Hiring of Transaction and Procurement Advisory Services for the Development and Delivery of Vehicle Inspection and Certification System (VICS) in Khyber Pakhtunkhwa

DIRECTORATE OF TRANSPORT KHYBER PAKHTUNKHWA

REQUEST FOR PROPOSALS DOCUMENT

SELECTION OF CONSULTANT/ TRANSACTION ADVISOR

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Preface

Public Procurement is required to be carried out in the Province in accordance with the provisions laid down in Public Procurement Framework comprising of the KPPRA Act, Rules, Regulations, Guidelines and Instructions issued from time to time.

This Standard Request for Proposal Documents (SRFP) is developed for assisting the procuring entities in preparation of Request for Proposal documents on a standard format. This SRFPs has the status of Regulations in terms of Section 35-A, Section 23 of the KPPRA Act, 2012 read with Rule-33 of the Procurement Rules.

The SRFP consists of general as well as specific provisions to be applicable for the procurement of Consultancy Services. Instruction to Consultants and the Standard General Conditions of Contract. The specific provisions supplement the general provisions and may be amended by the procuring entities in the manner and to the extent prescribed in the respective sections.

Section 1.

Letter of Invitation

Directorate of Transport, Khyber Pakhtunkhwa (the “Procuring Entity”), invites Technical and Financial Proposals from eligible consulting firms/consortia for Transaction and Procurement Advisory Services for the Development and Delivery of the Vehicle Inspection and Certification System (VICS) in Khyber Pakhtunkhwa.

The assignment includes feasibility study, technical, financial, economic, legal, environmental, social and institutional assessments; procurement-options assessment; recommendation of the preferred implementation model; preparation of procurement/transaction documentation; and procurement and transaction support in accordance with the Terms of Reference in Section 5.

The procurement shall be conducted in accordance with the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012, the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014, the applicable KPPRA Standard Request for Proposals, regulations/guidelines/instructions and other applicable laws.

The Consultant shall be selected using the Quality and Cost Based Selection (QCBS) method. The Technical Proposal shall carry 80% weight and the Financial Proposal 20% weight. The minimum qualifying technical score shall be 60 out of 100.

The RFP comprises: Section 1 – Letter of Invitation; Section 2 – Instructions to Consultants; Section 3 – Technical Proposal Standard Forms; Section 4 – Financial Proposal Standard Forms; Section 5 – Terms of Reference; and Section 6 – Standard Forms of Contract.

The Proposal Submission Deadline, place/method of submission, Proposal Security, Proposal Validity, and other assignment-specific requirements are stated in the Data Sheet.

[DIRECTOR TRANSPORT KHYBER PAKHTUNKHWA]

Section 2. Instructions to Consultants

1. Definitions

(a) "Procuring Entity (PE)" As defined in Section 2 (q) of the KPPRA Act.

(b) "Consultant" means a person, a firm, a company or an organization undertaking supply of services;

(c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.

(d) "Data Sheet" means such Part of the Instructions to Consultants that is used to reflect pacific assignment conditions.

(e) "Day" means calendar day including holiday.

(f) "Government" means the Government of Khyber Pakhtunkhwa.

(g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.

(i) "Proposal" means the Technical Proposal and the Financial Proposal.

(j) "RFP" means the Request For Proposal prepared by the procuring Entity for the selection of Consultants.

(k) "Sub-Consultant" means any Person or entity to whom the Consultant subcontracts any Part of the Services.

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

2. Introduction

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

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

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.

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

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

3.1. Conflict of Interest

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

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

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

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

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

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

(i) They are on leave of absence without Pay;

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

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

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines:

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

Under Rule 44 of KPPR 2014, "The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.

Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

5. Integrity Pact

Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A)

6. Eligible Consultants

6.1. If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Join venture structure - that had been pre-qualified are eligible.

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

7. Eligibility of Sub Consultants

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

8. Only One Proposal

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

9. Proposal Validity

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

10. Clarification and Amendment in RFP Documents

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

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

11. Preparation of Proposals

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

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

12. Language

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

13. Technical Proposal Format and Content

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

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

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

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

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

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

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

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

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

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

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last_(PE may give number of years as Per their requirement) years.

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

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

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

13.3. The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

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

16. Submission, Receipt, and Opening of Proposals

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

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal "Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "D**o** N**ot** O**pen** W**ith** T**he** T**echnical** P**roposal** " If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

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

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

Public Opening and Evaluation of Financial Proposals:
(LCS, QCBS, and Fixed Budget Selection Methods Only)

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

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

19. Evaluation of Financial Proposals

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

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

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

19.4 In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

20. Negotiations

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

21. Technical negotiations

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

22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PE with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

23. Availability of Professional staff/experts

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

24. Award of Contract

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

24.2 However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.

24.3 After publishing of award of contract consultant required to submit a Performance security at the rate indicated in data sheet.

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

25. Confidentiality

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

Data Sheet

1.1	**Name of the Assignment is:** Hiring of Transaction and Procurement Advisory Services for the Development and Delivery of VICS in Khyber Pakhtunkhwa **The Name of the PE:** Directorate of Transport Khyber Pakhtunkhwa **Address:** Room 135, Ground Floor Benevolent Fund Building Peshawar Cantt **Telephone**: 091-9214185
1.2	**The method of selection is:** Quality and Cost Based Selection (QCBS) **Applicable Framework:** KPPRA Act 2012; KPPRA Rules 2014; current KPPRA Standard RFP; applicable regulations, guidelines and instructions and any other.
1.3	Financial proposal: Required together with Technical Proposal, submitted separately electronically through E-PADS as prescribed. Single Stage Two Envelopes method to be followed.
1.4	**Client Inputs/Facilities**: Existing vehicle inspection records and documents available to the Department; access to relevant officers and stakeholders, subject to availability and approvals
1.5	The Proposal submission address is: Online Through E-PADS Proposals must be submitted no later than the following date and time: 24-09-2026 till 01:30 PM. Proposals will be opened on E-PADS on the same date at 02:00 PM.
1.6	Expected date for commencement of consulting services: After signing/entry into force of the Consultancy Contract and issuance of commencement notice.
9.1	Proposals validity that shall not be more than **90 days** in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
10.1	Clarifications may be requested not later than 17-09-2026. The address for requesting clarifications is: Online through EPADs or through Office Address mentioned above.
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: No

11.2	The available budget is: Rs. 100 Million. The Financial Proposal shall not exceed the available budget.
13.1	The format of the Technical Proposal to be submitted is: FTP
2.3	Pre-Proposal Conference: on 17-09-2026 at 2:00 PM at the Office of Deputy Director Technical, Ground Floor Benevolent Fund Building Peshawar.
11 / 13.4	Technical Proposal: Use KPPRA Standard Forms; no financial information shall be included in the Technical Proposal.
3.4	Additional Technical Information: Consultant shall provide a clear methodology, work plan, risk management approach, VfM and affordability methodology, including PSC/public-sector benchmark methodology where applicable, and transaction strategy and proposed staffing consistent with Section 5 TOR.
3.6 / 5.6	Contract Type / Remuneration: Lump Sum, based on defined deliverables and milestone payments in Section 5
	Proposal Security: 2% of the consulting cost, in the form and manner prescribed by the KPPRA Rules/Standard RFP
	Implementation Model: The Consultant shall assess only two options: (i) Outsourcing under the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) framework; and (ii) Public-Private Partnership (PPP) under the Khyber Pakhtunkhwa Public Private Partnership Act, 2020. The Consultant shall compare the two options and recommend the preferred option. Government approval is required before route-specific transaction/procurement documents are finalized.
18.1/19.4	Evaluation Criteria – QCBS method. 80% reserved for Technical Proposal and 20% for Financial Proposal. Minimum qualifying technical score: 70/100. Mandatory eligibility and qualification requirements are Pass/Fail and must be satisfied before technical scoring. Details in Section 5.
	Consultant is advisory only. Evaluation, approval, recommendation and award remain with the competent Government committees/authorities under applicable law.
23.1	Key Experts proposed and evaluated shall be available for the assignment. Substitution shall comply with the Standard RFP and Contract.

15.1	Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable.
16.2	Consultant must submit the original Technical & Financial proposals electronically through EPADS and two copies of the Technical Proposal on the bid opening day after bid opening. The original bid security to be submitted on the day of Financial Opening in hard form.
24.2	Successful consultant is required to submit Performance security in the form of bank guarantee or any other financial guarantee @ 10% of the amount.
5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
	The successful Consultant shall enter into a **Lump Sum Consultancy Contract**, with payments linked to the satisfactory completion and acceptance of agreed deliverables and milestones
	Assignment Duration: The indicative duration of the assignment shall be **08 months**, subject to extension by the Client where justified by the requirements of the Project.

Section 3. Technical Proposal - Standard Forms

[Comments in brackets] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and Paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of Pages recommended.

Form TECH-1. Technical Proposal Submission Form

[*Location, Date]*

To: *[Name and address of PE*]

Dear Sirs:

……

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

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[12].

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In *full and initials] '.* ____________________________________

Name and Title of Signatory: ____

Name of Firm: ____

Address:

Form TECH-2. Consultant's Organization and Experience

A - Consultant's Organization

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

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 20Pages.]

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

Firm's Name:

Form TECH-3.

Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PE

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

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

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

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

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

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

Form TECH-5. Team Composition and Task Assignments

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

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 other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*: ____________

6. Membership of Professional Associations: ______________________________________

7. Other Training [Indicate trainings obtained]:_____________________________________

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

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

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

From *[Year]:* ____ To [Year]:

Employer: __

Positions held: _________

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

13. Certification:

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

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

Full name of authorized representative: _______

No	Name of Staff	Staff input (in the form of a bar chart)													Total staff-month input	
		1	2	3	4	5	6	7	8	9	10	11	12	13	Home Field[3]	Total
Foreign																
1																
2																
3																
n																
											Subtotal					
Local																
1																
2																
3																
											Subtotal					
											Total					

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

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

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

Full time input Part time input

FORM TECH-8. WORK SCHEDULE

No	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	13

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

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

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [ ] *provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 4 of the Letter of Invitation.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY[1]

[*Location, Date]*

To: *[Name and address of PE*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures*[2 3]*]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

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

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

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

Yours sincerely,

Authorized Signature [In *full and initials] '.* ____________________
Name and Title of Signatory: ________________________________
Name of Firm: ____
Addresses ____

2 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
3 If applicable, replace this Paragraph with: "No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution."

Item	Costs	
	Indicate Foreign Currency	*Indicate Local Currency (PKR)*
Total Costs of Financial Proposal [2]		

1 **Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.**

2 **Indicate the total costs excluding local taxes to be paid by the PE in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.**

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase): [2]	Description: [3]			
Cost component	Costs			
	[Indicate Foreign Currency # 7][4]	*[Indicate Foreign Currency # 2]*[4]	*[Indicate Foreign Currency # 3]*[4]	*[Indicate Local Currency]*
Remuneration[5]				
Reimbursable Expenses [5]				
Subtotals				

Form FIN-4. Breakdown of Remuneration[1]

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):							
Name[2]	**Position** **3**	**Staff-month Rate**[4]	**Input**[5] **(Staff-months)**	*[Indicate Foreign Currency #* **1]**[6]	**[***Indicate Foreign Currency #* **2]**[6]	**[***Indicate Foreign Currency #* **3]**[6]	*[Indicate Local Currency***]**[6]
Foreign Staff							
Total Costs							

Form FIN-4. Breakdown of Remuneration[1]

3 **Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.**

4 **Indicate separately staff-month rate and currency for home and field work.**

5 **Indicate, separately for home and field work, the total exacted input of staff for carrying out the group of activities or phase indicated in the Form.**

6 **Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.**

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE) [4 5 6 7]

Name[2]	Position [3]	Staff-month Rate[4]
Foreign Staff		
Local Staff		

4 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
5 Professional Staff should be indicated individually; Support Staff should be indicated Per category (e.g.: draftsmen, clerical staff).
6 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
7 Indicate separately staff-month rate and currency for home and field work.

Form FIN-5. Breakdown of Reimbursable Expenses

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)

N°	Description[1]	Unit	Unit Cost[2]
	Per diem allowances	Day	
	International flights	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between *[Insert place]* and *[Insert place]*		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of Personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	office rent, clerical assistance		
	Training of the PE's Personnel [4]		

1 **Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.**
2 **Indicate unit cost and currency.**
3 **Indicate route of each flight, and if the trip is one- or two-ways.**
4 **Only if the training is a major component of the assignment, defined as such in the TOR.**

APPENDIX. Financial Negotiations - Breakdown of Remuneration Rates

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

1. Review of Remuneration Rates

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

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

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

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

(iii) **Cost of Leave**
The principles of calculating the cost of total days leave Per annum as a Percentage of basic salary shall normally be as follows:

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

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

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

(iv) **Overheads**

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

(v) **Fee or Profit**

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

(vi) **Away from Headquarters Allowance or Premium**

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

(vii) **Subsistence Allowances**

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

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

2. **Reimbursable expense's**

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

3. **PE Guarantee**

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

Sample Form

Consulting Firm:	Country:
Assignment:	Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic salaries indicated in the attached table are taken from the firm's Payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;

(b) attached are true copies of the latest salary slips of the staff members listed;

(c) the away from headquarters allowances indicated below are those that the Consultants have agreed to Pay for this assignment to the staff members listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative Date

Name: ____________________________________

Title:

Consultant's Representations Regarding Costs and Charges

1. Expressed as Percentage of 1

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

Personnel		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Name	**Position**	**Basic Salary Per Working Month/Day/Year**	**Social Charges1**	**Overhead1**	**Subtotal**	**Fee2**	**Away from Headquarters Allowance**	**Proposed Fixed Rate Per Working Month/Day/Hour**	**Proposed Fixed Rate Per Working Month/Day/Hour1**
Home Office									
Field									

1. Expressed as Percentage of 4

Section 5. Background, Evaluation Criteria & Terms of Reference

Background

The Government recognizes the need to modernize the existing vehicle inspection regime through internationally accepted inspection methodologies, digital technologies and institutional reforms.

The Government has identified two implementation options for assessment and has not predetermined which of the two will be selected. The selected Consultant shall undertake technical, financial, legal, institutional and commercial assessments to determine the most appropriate option between the KPPRA Outsourcing Model and the PPP Model.

Following completion of these assessments, the Consultant shall undertake a comparative assessment of the two specified implementation options and recommend the preferred option, namely either:

a) Public-Private Partnership (PPP); or
b) Outsourcing under the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) framework.

Purpose of the Assignment

The purpose of this assignment is to appoint an experienced Transaction and Procurement Advisor (consultancy) to:

- undertake comprehensive project due diligence;
- assess the technical, financial, legal, environmental, social and institutional viability of the proposed Project;
- evaluate the two specified procurement and delivery options (KPPRA Outsourcing Model and PPP Model);
- recommend the preferred implementation strategy;
- prepare all procurement and transaction documentation required for implementation; and
- support the Government throughout the procurement process until contract award and completion of the assignment.

Scope of the Assignment

The Consultant shall provide advisory services covering, inter alia:

- Project inception and mobilization;
- Baseline assessment;
- Technical feasibility study;
- Demand assessment and business case;

- Financial and economic analysis;
- Legal and regulatory due diligence;
- Environmental and social assessment;
- Institutional assessment;
- Market sounding;
- Procurement options assessment;
- Recommendation of the preferred implementation model;
- Preparation of procurement documentation;
- Procurement support;
- Negotiations and contract finalization;
- Support through contract award and, where applicable to the approved PPP structure, Commercial Close / Financial Close.

The detailed scope of services is provided in the Terms of Reference.

Procurement Method

The Consultant shall be selected using the Quality and Cost Based Selection (QCBS) method.

The procurement shall be conducted in accordance with the applicable procurement laws, rules and policies of the Government of Khyber Pakhtunkhwa.

Procurement Philosophy

The Government intends to adopt a transparent, competitive and value-for-money procurement process that promotes fairness, competition and accountability.

The selected Consultant shall be expected to maintain the highest standards of professional integrity, impartiality and independence throughout the assignment.

Reservation of Rights

The Client reserves the right to:

- accept or reject any proposal;
- annul the procurement process at any stage;
- request additional information;
- seek clarifications from Consultants;
- negotiate with the highest ranked Consultant; and
- cancel the procurement process in accordance with applicable laws and regulations.

The issuance of this Request for Proposals shall not constitute a commitment by the Client to award a contract.

Contact Details

All communications concerning this Request for Proposals shall be addressed to:
Deputy Director Technical
Directorate of Transport
Ground Floor Benevolent Fund Building Peshawar Cantt
Telephone: 091-9214185

Disclaimer

This Request for Proposals has been prepared solely for the purpose of obtaining proposals from eligible consulting firms for the provision of transaction and procurement advisory services.

The information contained herein is provided in good faith for guidance only. Consultants shall satisfy themselves regarding all matters necessary for the preparation of their proposals. The Client shall not be liable for any costs incurred by Consultants in connection with the preparation or submission of proposals or participation in the procurement process.

EVALUATION CRITERIA

General

4.1.1 The Evaluation Committee constituted by the Client shall evaluate the proposals in accordance with the criteria and methodology specified in this Chapter.
4.1.2 The evaluation shall be conducted in three sequential stages:
a) Preliminary Examination (Mandatory Criteria);
b) Technical Evaluation; and
c) Financial Evaluation.

Only Consultants achieving the minimum qualifying technical score (60/100) shall proceed to the Financial Evaluation. The Client reserves the right to verify any information submitted by the Consultant during the evaluation process.

Preliminary Examination (Mandatory Criteria)

The Consultants submitting the bid MUST:

- Be registered with the Federal Board of Revenue and should be on the Active Tax Payer List (ATL). Copy of FBR certificate must be attached with the technical proposal failing which, the proposal will be declared as non-eligible and the bids shall be rejected.

- In case of JV, declaration of lead firm and JV agreement on letter head of lead firm duly signed by all partners.

- Be registered with Khyber Pakhtunkhwa Revenue Authority (KPRA) and should be on the Active Tax Payer List (ATL).

- Judicial Affidavit on stamp paper of Rs. 100/- declaring the firm have never been blacklisted/ defaulted/debarred by any government agency/ department/organization.

NOTE: Participating firms make sure that the information provided by the firm is correct and any misleading or false information found at any stage, during the evaluation stage, or after the contract award may lead to proposal rejection or contract termination.

Only those proposals that fully meet the eligibility criteria and mandatory requirements specified in this document will be considered for technical evaluation.

Technical Evaluation

Total Technical Score: 100 Marks
Minimum Qualifying Technical Score: 60 Marks

Sr. No.	Evaluation Criteria	Sub-Criteria	Max. Marks	Scoring Methodology
A	**Relevant Experience of Consultant/Firm**		**25**	
A1	Government / Public Sector Consultancy & Transaction Advisory Experience	Experience in consultancy, transaction advisory, feasibility, project preparation, institutional reform or advisory assignments for Government/Public Sector organizations	**10**	No relevant assignment = 0 marks; 1 relevant assignment = 4 marks; 2 relevant assignments = 7 marks; 3 or more relevant assignments =10 marks
A2	PPP, Outsourcing, Procurement or Institutional Reform Experience	1. Experience in PPP, outsourcing, public procurement, institutional strengthening, regulatory reform or comparable assignments 2. Transport, Infrastructure, Public Service or Comparable Sector Experience	**06** **02**	No relevant assignment = 0 marks; 1 relevant assignment = 2 marks; 2 relevant assignments = 4 marks; 3 or more relevant assignments =06 marks
A3	Profile	Experience of the firm in years	**07**	More than 10 years – 7 marks 5-10 years – 5 marks 4 years – 3 marks 3 or below years - 0 marks

B	**Understanding, Approach & Methodology**		**40**	
B1	Understanding of Assignment and VICS Objectives	Understanding of existing system, objectives, scope, institutional arrangements and expected outcomes of VICS	**8**	Excellent = 8 marks; Good = 6 marks; Satisfactory = 4 marks; Average = 2 marks; Not demonstrated = 0
B2	Assessment of Existing System, Demand & Capacity	Approach to existing arrangements, vehicle population, demand forecasting, capacity and station/network requirements	**7**	Excellent = 7 marks; Good = 5 marks; Satisfactory = 3 marks; Average = 1 marks; Not demonstrated = 0
B3	Comparative Assessment of PPP and KPPRA Outsourcing	Methodology for objective comparison of PPP and KPPRA options covering technical, financial, commercial, legal, institutional, risk, VfM, fiscal and implementation considerations	**12**	Excellent = 12 marks; Good = 9 marks; Satisfactory = 6 marks; Average = 3 marks; Not demonstrated = 0
B4	Financial, Commercial & Economic Assessment	Approach to financial modelling, CAPEX/OPEX, tariff/revenue analysis, viability, VfM, fiscal implications and sensitivity analysis	**5**	Excellent = 5 marks; Good = 4 marks; Satisfactory = 3 marks; Average = 1 marks; Not demonstrated = 0
B5	Procurement & Implementation Approach	Approach to preparation of route-specific procurement/transaction documents and support following Government's decision on preferred model	**5**	Excellent = 5 marks; Good = 4 marks; Satisfactory = 3 marks; Average = 1 marks; Not demonstrated = 0
B6	Work Plan, Stakeholder Coordination & Quality Assurance	Realistic work programme, team deployment, stakeholder coordination, quality assurance and risk management	**3**	Excellent = 3 marks; Good = 2 marks; Satisfactory = 1 marks; Not demonstrated = 0
C	**Qualifications & Experience of Key Experts**		**30**	
C1	Team Leader	Qualification, professional experience, PPP/procurement/outsourcing and leadership experience	**8**	Qualification = 1.5; General experience = 2; Relevant experience =4.5
C2	Financial &	Qualification, financial modelling,	**6**	Qualification = 1; General

	Commercial Expert	commercial analysis, project finance and relevant transaction experience		experience = 2; Relevant experience = 3
C3	Legal / Procurement Expert	Qualification, procurement, PPP/outsourcing, contract and regulatory experience	**5**	Qualification = 1; General experience = 1.5; Relevant experience = 2.5
C4	Transport / Vehicle Inspection Expert	Qualification and relevant transport, vehicle inspection, fitness/emission testing or related experience	**5**	Qualification = 1; General experience = 1.5; Relevant experience = 2.5
C5	ICT / Systems Expert	Qualification and experience in ICT, MIS, digital systems and systems integration	**3**	Qualification = 0.5; General experience = 1; Relevant experience = 1.5
C6	Supporting Experts / Overall Team Composition	Adequacy and suitability of supporting experts and overall team composition	**3**	
D	Financial Soundness of Consultant/Firm	Average Annual Turnover during the last three financial years	5	Upto 100 million Rupees = 3 marks Above 100 million Rupees to 250 million Rupees = 4 marks Above 250 million Rupees = 5 marks
	TOTAL TECHNICAL SCORE		**100**	

DETAILED SCORING OF INDIVIDUAL EXPERTS

C1. Team Leader / Transaction Advisor — 8 Marks

Criterion	Maximum Marks	Scoring
Relevant Academic / Professional Qualification	1.5	Meets/exceeds requirement: 1.5; Relevant but lower: 1.0; Not relevant: 0
General Professional Experience	2.0	15+ years: 2.0; 12–14 years: 1.5; 10–11 years: 1.0; Below 10 years: 0
Relevant Transaction Advisory / PPP / Outsourcing / Procurement Experience	4.5	Highly relevant: 4.5; Good relevant experience: 3.5; Some relevant experience: 2.0; Limited: 1.0; None: 0
Total	8.0	

C2. Financial & Commercial Expert — 6 Marks

Criterion	Maximum Marks	Scoring
Qualification	1.0	Meets/exceeds: 1.0; Relevant but lower: 0.5; Not relevant: 0
General Professional Experience	2	10+ years: 1.5; 8–9 years: 1.0; 6–7 years: 0.5; Below 6: 0
Relevant Financial / Commercial / Modelling Experience	3	Highly relevant: 3.5; Good: 2.5; Some: 1.5; Limited: 0.5; None: 0
Total	6.0	

C3. Legal / Procurement Expert — 5 Marks

Criterion	Maximum Marks	Scoring
Qualification	1.0	Meets/exceeds: 1.0; Relevant but lower: 0.5; Not relevant: 0
General Professional Experience	1.5	10+ years: 1.5; 8–9 years: 1.0; 6–7 years: 0.5; Below 6: 0
Relevant Legal / Procurement / PPP / Outsourcing Experience	2.5	Highly relevant: 2.5; Good: 2.0; Some: 1.0; Limited: 0.5; None: 0
Total	5.0	

C4. Transport / Vehicle Inspection Expert — 5 Marks

Criterion	Maximum Marks	Scoring
Qualification	1.0	Meets/exceeds: 1.0; Relevant but lower: 0.5; Not relevant: 0
General Professional Experience	1.5	10+ years: 1.5; 8–9 years: 1.0; 6–7 years: 0.5; Below 6: 0
Relevant Transport / Vehicle Inspection / Fitness / Emission Experience	2.5	Highly relevant: 2.5; Good: 2.0; Some: 1.0; Limited: 0.5; None: 0
Total	5.0	

C5. ICT / Systems Expert — 3 Marks

Criterion	Maximum Marks	Scoring
Qualification	0.5	Meets/exceeds: 0.5; Relevant but lower: 0.25; Not relevant: 0
General Professional Experience	1.0	8+ years: 1.0; 6–7 years: 0.75; 4–5 years: 0.5; Below 4: 0
Relevant ICT / MIS / Digital Systems / Integration Experience	1.5	Highly relevant: 1.5; Good: 1.0; Some: 0.5; None: 0
Total	3.0	

C6. Supporting Experts / Overall Team Composition — 3 Marks

Assessment	Maximum Marks
Excellent and comprehensive team covering all required supporting areas	3.0
Good team with adequate coverage	2.0
Satisfactory team with some gaps	1.0
Inadequate team	0

Financial Evaluation

Only Financial Proposals of Consultants obtaining the minimum qualifying technical score shall be opened.

The Financial Proposal with the lowest evaluated price shall receive the maximum financial score of **100**.

The financial score of other Consultants shall be calculated using the following formula:
Sf = 100 × (Fm / F)

Where:
- **Sf** = Financial Score;
- **Fm** = Lowest Evaluated Financial Proposal;
- **F** = Financial Proposal under evaluation.

Combined Technical and Financial Evaluation

The final combined score shall be calculated using the following formula:
S = (St × T%) + (Sf × F%)

Where:
- **S** = Combined Score;
- **St** = Technical Score;
- **Sf** = Financial Score;
- **T** = Technical Weight (80%);
- **F** = Financial Weight (20%).

The Consultant obtaining the highest combined score shall normally be ranked first and invited for negotiations/contract.

Clarifications

During the evaluation process, the Client may seek written clarifications from any Consultant regarding its Proposal.
Clarifications shall not be used to alter the substance, price or scope of the Proposal.

Negotiations

The highest-ranked Consultant may be invited for negotiations concerning:

- Work Plan;
- Staffing;
- Deliverables;
- Contractual Terms;
- Financial Proposal (where permitted under applicable procurement rules); and
- Implementation Schedule.

If negotiations fail, the Client may terminate negotiations and invite the next-ranked Consultant.

Recommendation for Award

Upon completion of the evaluation and negotiations, the Evaluation Committee shall prepare an Evaluation Report and recommend the highest-ranked Consultant for contract award, subject to approval by the Competent Authority.

Right to Verify

The Client reserves the right to verify:

- Academic qualifications;
- Professional registrations;
- References;
- Project experience;
- Financial capability; and
- Any information submitted by the Consultant.

Submission of false, misleading or materially inaccurate information may result in rejection of the Proposal or termination of the Contract.

TERMS OF REFERENCE

Transaction Advisory Services For Development of Vehicle Inspection and Certification System (VICS)

Introduction

The Government of Khyber Pakhtunkhwa (GoKP) is committed to improving road safety, reducing vehicular emissions, modernizing transport regulation, and enhancing public service delivery through the establishment of a modern Vehicle Inspection and Certification System (VICS).

The proposed Project seeks to introduce a transparent, technology-enabled, and customer-centric inspection and certification regime based on internationally accepted technical standards and best practices.

The Government has limited the procurement options for the Project to two alternatives: the KPPRA Outsourcing Model and the PPP Model. The Government intends to undertake a comprehensive technical, financial, legal, institutional, commercial and market assessment before determining the preferred implementation strategy.

Accordingly, the Government intends to appoint a qualified Transaction and Procurement Advisor to undertake feasibility studies, evaluate alternative procurement models, recommend the preferred implementation strategy, prepare the required procurement documentation, and support the Government through procurement and contract award under the approved implementation model.

Existing Vehicle Inspection Regime

At present, vehicle fitness certification and vehicle emission testing in Khyber Pakhtunkhwa are carried out through separate institutional arrangements.

Vehicle fitness inspections are conducted by Motor Vehicle Examiners primarily through manual inspection methods. These inspections largely depend upon visual examination and the professional judgment of the inspecting officer, with limited use of modern diagnostic equipment.
Similarly, vehicle emission testing is undertaken through Vehicle Emission Testing Stations established by the Department. While these facilities have contributed towards monitoring vehicular emissions, they operate independently of the vehicle fitness certification regime and do not constitute an integrated inspection system.

The existing arrangements have served the Department for many years; however, increasing motorization, technological advancements in the automobile industry and evolving road safety and environmental requirements necessitate modernization of the inspection regime.

Need for Reform

The number of registered motor vehicles in Khyber Pakhtunkhwa has increased significantly over the past decade, resulting in greater pressure on the existing inspection infrastructure. The current system faces several operational and institutional challenges, including:

- Predominantly manual inspection procedures with limited automation;
- Limited availability of modern inspection and diagnostic equipment;
- Separate fitness and emission testing systems without integration;
- Absence of centralized digital inspection records;
- Limited interoperability with vehicle registration, licensing and enforcement databases;
- Inconsistent inspection practices across districts;
- Capacity constraints in meeting the growing inspection demand; and
- Limited mechanisms for performance monitoring and quality assurance.

The existing system therefore requires modernization through adoption of internationally recognized automated vehicle inspection technologies supported by robust operational, institutional and digital frameworks.

Project Rationale

The Government of Khyber Pakhtunkhwa intends to establish an integrated Vehicle Inspection & Certification System (VICS) that will provide standardized, technology-driven and transparent inspection services throughout the province.

The proposed VICS is envisaged to replace predominantly manual inspection practices with automated testing facilities capable of assessing vehicle safety, mechanical fitness and environmental compliance using standardized testing procedures and modern inspection equipment.

The proposed system is expected to improve:

- Road safety through identification of mechanically defective vehicles;
- Environmental protection through effective emission testing;
- Transparency by minimizing human discretion in inspection processes;
- Service delivery through standardized inspection procedures;
- Data management through integrated digital systems;
- Regulatory compliance through stronger enforcement mechanisms; and
- Public confidence in the vehicle inspection regime.

Sector Context

Road transport is the dominant mode of passenger and freight movement in Khyber Pakhtunkhwa. Continued growth in vehicle ownership has increased pressure on the transport network and contributed to:

- deterioration of road safety;
- increased traffic congestion;
- higher vehicle emissions;
- inadequate enforcement of vehicle fitness standards;
- limited inspection infrastructure;
- inconsistent inspection practices;
- growing environmental concerns.

At present, there is no comprehensive province-wide system for periodic technical inspection of vehicles using internationally accepted inspection equipment and standardized procedures.

The establishment of VICS is intended to address these deficiencies through a modern inspection regime supported by digital technologies, qualified personnel, standardized operating procedures, and independent oversight.

Strategic Objectives

The Project shall contribute to the following strategic objectives:
(a) Improve road safety by ensuring that only roadworthy vehicles operate on public roads.
(b) Reduce vehicular emissions and contribute to improved air quality.
(c) Improve compliance with applicable transport legislation.
(d) Modernize inspection and certification procedures.
(e) Promote private investment in transport infrastructure.
(f) Strengthen institutional capacity.
(g) Improve transparency and reduce opportunities for fraud.
(h) Introduce digital inspection records and electronic certification.
(i) Improve customer service delivery.
(j) Enhance investor confidence in transport sector.

Project Vision

The Government seeks to establish an integrated Vehicle Inspection and Certification System that:

- meets international technical standards;
- is financially sustainable;
- provides province-wide coverage;
- supports digital governance;
- integrates with existing government databases;
- encourages private sector participation;
- improves environmental performance;
- delivers high-quality customer service.

Role of the Transaction Advisor

The Consultant shall act as the Transaction Advisor and provide integrated technical, financial, legal, and environmental, procurement, institutional, and commercial advisory services throughout the currency of the assignment.

The Consultant shall remain engaged until Financial Close unless otherwise directed by the Client and agreed by the Consultant.

The Consultant shall provide independent professional advice exclusively in the interest of the Government of Khyber Pakhtunkhwa.

Objectives of the Assignment

The principal objectives of this assignment are to:

- establish the technical feasibility of the Project;
- determine the optimal commercial structure;
- assess environmental and social impacts;

- evaluate legal and regulatory requirements;
- prepare a robust financial model;
- identify and allocate project risks;
- assess affordability and value for money;
- prepare all procurement documentation;
- support a transparent and competitive procurement process;
- assist in negotiations;
- support financial close;
- facilitate knowledge transfer to Government counterparts.

Scope of Services

The services shall be undertaken through the following Work Streams.

WORK STREAM 1 Project Mobilization and Inception

Objective
To establish the governance, methodology, work program, communication protocols, and implementation arrangements for the assignment.
Scope of Services
The Consultant shall:

1. Mobilize the full project team.
2. Conduct a project kick-off meeting.
3. Review all available reports, studies, legislation, policies, databases, and previous initiatives relevant to vehicle inspection and transport regulation.
4. Prepare a detailed Stakeholder Mapping Report.
5. Prepare a Project Execution Plan.
6. Develop a Communication and Consultation Plan.
7. Prepare a detailed Work Program using Critical Path Method (CPM).
8. Develop a Risk Management Framework for the assignment.
9. Identify information gaps requiring further investigation.

Deliverables

- Inception Report
- Stakeholder Mapping Report
- Project Execution Plan
- Detailed Work Program

WORK STREAM 2 Baseline Assessment and Diagnostic Review

Objective
To establish a comprehensive understanding of the current institutional, technical, operational, financial, legal, environmental, and regulatory environment for vehicle inspection in Khyber Pakhtunkhwa.
Scope of Services
The Consultant shall undertake, inter alia:
Institutional Review
Review the mandates, roles, and capacities of:

- Transport Department

- Excise, Taxation & Narcotics Control Department
- Environmental Protection Agency
- Traffic Police
- Local Governments
- PPP Unit
- KPPRA
- Finance Department
- Planning & Development Department

Legislative Review

Review all relevant legislation including:

- Motor Vehicles Ordinance and Rules
- KP PPP Act and Rules
- KPPRA Act and Rules
- Environmental legislation
- Local Government laws
- Road safety regulations
- Procurement laws
- Data protection and cybersecurity requirements

Existing Inspection Arrangements

Assess:

- current inspection practices;
- licensing procedures;
- fitness certification processes;
- enforcement mechanisms;
- inspection equipment;
- staffing;
- service quality;
- Fraud risks.

Vehicle Fleet Analysis

Analyse:

- registered vehicle population;
- annual growth trends;
- vehicle age profile;
- vehicle categories;
- fuel types;
- geographic distribution;
- commercial vehicle movements.

Demand Drivers

Assess:

- vehicle registration trends;
- economic growth;
- urbanization;
- freight corridors;
- cross-border trade;
- tourism;

- industrial development.

Benchmarking

Benchmark comparable inspection systems from:

- Punjab
- Sindh
- Other jurisdictions agreed with the Client.

Deliverables

- Baseline Assessment Report
- Institutional Assessment Report
- Legislative Gap Analysis
- Existing System Diagnostic Report
- International Benchmarking Report
- Vehicle Fleet Database
- GIS Base Mapping

WORK STREAM 3 Technical Feasibility Study

Objective

To determine the optimal technical configuration, inspection technologies, station network, operational standards, and implementation strategy for the VICS Project.

Scope of Services

The Consultant shall:

Determine Inspection Standards

Review and recommend inspection standards for:

- motorcycles;
- passenger cars;
- light commercial vehicles;
- buses;
- heavy goods vehicles;
- trailers;
- specialized vehicles.

Inspection Technologies

Recommend inspection technologies including:

- brake testing systems;
- suspension testing;
- steering testing;
- side-slip testing;
- emissions testing;
- headlight alignment;
- axle weighing;
- underbody imaging;
- tyre inspection;
- OBD diagnostics;
- EV and hybrid vehicle inspection readiness.

Station Network Planning

Develop:

- province-wide station network;

- catchment analysis;
- GIS-based accessibility analysis;
- phased implementation plan;
- mobile inspection strategy;
- heavy vehicle inspection strategy.

ICT Architecture

Prepare functional requirements for:

- online booking;
- inspection management system;
- payment gateway integration;
- certificate management;
- QR code verification;
- ANPR integration;
- CCTV monitoring;
- dashboard reporting;
- API integration with government databases.

Asset Management

Develop:

- equipment specifications;
- maintenance philosophy;
- calibration framework;
- lifecycle replacement strategy;
- spare parts strategy.

Deliverables

- Technical Feasibility Study
- Station Network Master Plan
- GIS Analysis
- Functional Design Report
- ICT Functional Requirements Specification
- Equipment Specifications
- Preliminary Capital Cost Estimate
- Preliminary O&M Cost Estimate

WORK STREAM 4 Demand Assessment and Business Case

Objective

To determine the demand for vehicle inspection services and establish a robust business case for the Project.

Scope of Services

The Consultant shall:

Demand Assessment

- Analyse existing and projected vehicle population by category and district.
- Forecast annual inspection volumes over the concession period.
- Assess inspection frequency for each vehicle class.
- Evaluate compliance scenarios and enforcement assumptions.
- Assess seasonal and geographic demand variations.

Business Case

Develop a comprehensive Business Case including:

- Strategic Case
- Economic Case
- Commercial Case
- Financial Case
- Management Case

Consistent with international PPP appraisal methodologies.

Deliverables

- Demand Forecast Report
- Inspection Volume Model
- Business Case Report
- Sensitivity Analysis Report

WORK STREAM 5 Financial and Economic Analysis

Objective

To determine the financial viability, affordability, and economic justification of the proposed PPP Project.

Scope of Services

The Consultant shall:

Capital Cost Assessment

Prepare detailed estimates for:

- land requirements;
- civil works;
- inspection equipment;
- ICT infrastructure;
- utilities;
- project management;
- contingencies.

Operating Cost Assessment

Estimate:

- staffing costs;
- utilities;
- maintenance;
- calibration;
- ICT operation;
- insurance;
- asset replacement;
- overheads.

Revenue Model

Develop revenue projections considering:

- inspection tariffs;
- re-inspection fees;
- mobile inspection charges;
- heavy vehicle inspections;
- ancillary services (if permitted).

Tariff Analysis

Develop:

- initial tariff recommendations;
- affordability assessment;
- willingness-to-pay analysis;
- tariff adjustment mechanism;
- inflation indexation;
- tariff review methodology.

Financial Model

Prepare a dynamic, fully editable financial model covering:

- projected income statements;
- balance sheets;
- cash flow statements;
- debt service coverage;
- equity returns;
- lender ratios;
- scenario analysis;
- sensitivity analysis.

Economic Analysis

Prepare:

- Economic Internal Rate of Return (EIRR);
- Economic Net Present Value (ENPV);
- Cost-Benefit Analysis;
- economic sensitivity analysis.

Fiscal Analysis

Assess:

- Government fiscal commitments;
- contingent liabilities;
- guarantees (if any);
- viability gap funding requirements (if applicable);
- budget affordability.

Deliverables

- Financial Model (editable)
- Financial Feasibility Report
- Economic Analysis Report
- Tariff Report
- Fiscal Impact Assessment
- Sensitivity Analysis
- Value for Money Assessment

WORK STREAM 6 Legal and Regulatory Due Diligence

Objective

To identify all legal, regulatory, contractual, and institutional requirements necessary for implementation of the Project.

Scope of Services

The Consultant shall:

- Review all applicable legislation.

- Identify legal constraints.
- Recommend legislative amendments where required.
- Assess licensing requirements.
- Assess environmental permitting requirements.
- Review taxation implications.
- Review labour and employment legislation.
- Assess land acquisition requirements.
- Prepare a Legal Due Diligence Report.

The Consultant shall prepare:

- Legal Risk Register;
- Regulatory Compliance Matrix;
- Draft Legislative Amendment Recommendations (if required).

Deliverables

- Legal Due Diligence Report
- Regulatory Review Report
- Legal Risk Register
- Compliance Matrix

WORK STREAM 7 Environmental and Social Assessment

Scope of Services

The Consultant shall undertake:

- Environmental screening;
- Environmental and Social Impact Assessment (ESIA), where required;
- Stakeholder consultations;
- Climate risk assessment;
- Greenhouse gas assessment;
- Environmental Management Plan;
- Social Management Plan;
- Gender Action Plan;
- Labour Management Procedures;
- Grievance Redress Mechanism.

Deliverables

- ESIA Report
- Environmental Management Plan
- Social Management Plan
- Stakeholder Consultation Report
- Climate Risk Assessment

WORK STREAM 8 Institutional Assessment and Implementation Framework

The Consultant shall:

- Review institutional mandates.
- Recommend institutional arrangements.
- Develop governance framework.
- Define regulatory responsibilities.
- Recommend monitoring arrangements.
- Prepare implementation roadmap.

Deliverables

- Institutional Assessment
- Governance Framework
- Implementation Roadmap
- Capacity Building Plan

PHASE I – PROJECT EVALUATION AND PROCUREMENT OPTIONS ANALYSIS

Upon completion of the Technical, Financial, Legal, Environmental, Social and Institutional Assessments, the Consultant shall undertake a comprehensive comparative assessment of the two project delivery and procurement options specified in this RFP.

The objective of this Phase is to determine the most appropriate implementation strategy for the Vehicle Inspection and Certification System (VICS), considering value for money, affordability, implementation risks, institutional capacity, market appetite and long-term sustainability.

WORK STREAM 9 Procurement Options Assessment

Objective

To evaluate only the two specified project delivery and procurement options—(i) KPPRA Outsourcing Model and (ii) PPP Model—and recommend the most appropriate option for implementation of the VICS Project.

Scope of Services

The Consultant shall identify, analyse and compare only the following two implementation options:

OPTION I – Outsourcing of Inspection Services under the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA) Framework

OPTION II – Public-Private Partnership under the Khyber Pakhtunkhwa Public Private Partnership Act, 2020

The Consultant shall not assess or recommend any implementation model other than the two options expressly specified in this RFP, unless a change is formally approved by the Procuring Entity through an addendum before the proposal submission deadline.

Comparative Assessment

Each option shall be evaluated against, at minimum, the following criteria:

- Strategic alignment with Government objectives.
- Technical feasibility.
- Operational efficiency.
- Financial viability.
- Fiscal affordability.
- Value for Money (VfM).
- Whole-life cost.
- Risk allocation.

- Bankability and financing requirements.
- Market appetite.
- Procurement complexity.
- Implementation timeframe.
- Institutional readiness.
- Regulatory implications.
- Environmental and social considerations.
- Scalability and flexibility.
- Sustainability over the project lifecycle.

The Consultant shall adopt a transparent Multi-Criteria Analysis (MCA) methodology supported by quantitative and qualitative assessment.

Market Sounding

The Consultant shall undertake structured market sounding with relevant stakeholders, including:

- Vehicle inspection operators;
- Automotive testing companies;
- Equipment manufacturers;
- Commercial lenders;
- Development finance institutions;
- Fleet operators;
- Transport associations;
- Chambers of commerce;
- Potential investors;
- Relevant Government agencies.

The Consultant shall assess market interest, financing appetite, perceived project risks and recommended commercial structures.

Procurement Options Assessment Report

The Consultant shall prepare a comprehensive report including:

- Comparative analysis of the two specified procurement options;
- Financial and commercial implications;
- Institutional implications;
- Legal implications;
- Risk comparison;
- Market sounding outcomes;
- Recommended procurement model;
- Implementation roadmap;
- Decision matrix.

WORK STREAM 10 Government Decision Gate

Following submission of the Procurement Options Assessment Report, the Consultant shall present its findings to the Project Steering Committee, the Transport Department and other stakeholders designated by the Client.

The Consultant shall facilitate workshops and presentations explaining:

- technical findings;
- financial implications;
- procurement risks;
- institutional implications;
- implementation timelines;
- expected outcomes under each of the two procurement options.

Following consideration of the Consultant's recommendations, the Government shall formally determine the preferred implementation strategy between the two assessed options.

The Consultant shall not be deemed to have authority to select or approve the implementation model. The Consultant's role shall be limited to undertaking the assessment, providing an independent professional recommendation and assisting the Government in evaluating the two options. The final decision shall rest solely with the competent Government authority.10.

The Consultant shall prepare a Decision Memorandum documenting:

- the two options considered;
- evaluation methodology;
- comparative assessment;
- recommendation;
- Government decision;
- justification for the selected procurement model.

The Decision Memorandum shall form part of the Project Approval documentation.

PHASE II – IMPLEMENTATION OF THE APPROVED PROCUREMENT MODEL

Upon receipt of the Government's formal approval, the Consultant shall proceed in accordance with one of the following two implementation pathways.

OPTION I Outsourcing under KPPRA

Where the Government determines that the Project shall be implemented through Outsourcing in accordance with the KPPRA legal framework, the Consultant shall undertake the following services.

WORK STREAM 11 Outsourcing Strategy

The Consultant shall:

- define the service delivery model;
- determine contract packaging;
- define inspection coverage;
- prepare Service Level Agreements (SLAs);
- develop performance standards;
- establish Key Performance Indicators;

- prepare payment mechanisms;
- recommend contract duration;
- allocate operational risks.

WORK STREAM 12 Preparation of Procurement Documentation

The Consultant shall prepare:

- Bidding Documents compliant with KPPRA;
- Instructions to Bidders;
- Employer's Requirements;
- Output Specifications;
- Performance Standards;
- Draft Service Agreement;
- Technical Specifications;
- Evaluation Criteria;
- Contract Management Manual.

WORK STREAM 13 Procurement Support

The Consultant shall support the Client through:

- pre-bid meetings;
- responses to bidders' queries;
- technical evaluation;
- financial evaluation;
- contract negotiations;
- recommendation for award;
- contract execution;
- mobilization support;
- Operational readiness assessment.

Deliverables

- Clarification Notes
- Evaluation Reports
- Negotiation Reports
- Recommendation for Award

OPTION II Public-Private Partnership (PPP)

Where the Government determines that the Project shall be implemented under the Khyber Pakhtunkhwa Public Private Partnership Act, 2020, the Consultant shall undertake the following services.

WORK STREAM 11 PPP Structuring

The Consultant shall:

- determine the preferred PPP model;
- develop the commercial structure;

- prepare the financial structure;
- develop the risk allocation matrix;
- recommend the concession period;
- recommend Government support measures;
- prepare payment mechanisms;
- develop Key Performance Indicators (KPIs);
- undertake bankability assessment;
- prepare the PPP Structuring Report.

WORK STREAM 12 Preparation of PPP Procurement Documentation

The Consultant shall prepare:

- Request for Qualification (RFQ);
- Request for Proposals (RFP);
- Draft Concession Agreement;
- Information Memorandum;
- Data Room;
- Bid Evaluation Manual;
- Draft Project Agreements.

WORK STREAM 13 PPP Procurement Support

The Consultant shall provide end-to-end support through:

- bidder engagement;
- pre-bid meetings;
- responses to clarification requests;
- evaluation of qualifications;
- technical evaluation;
- financial evaluation;
- negotiations;
- recommendation for award;
- Commercial Close;
- Financial Close.

Financial Close and Knowledge Transfer

The Consultant shall support the Government until Financial Close by:

- assisting with lender due diligence;
- supporting negotiations with the Preferred Bidder;
- reviewing financing documents;
- assisting with fulfilment of Conditions Precedent;
- supporting Commercial Close and Financial Close;
- preparing a Contract Management Manual;
- conducting capacity building workshops for Government officials;
- handing over all project documentation, financial models, and data.

Deliverables

- Financial Close Report
- Contract Management Manual
- Knowledge Transfer Report
- Final Assignment Report
- Complete Electronic Project Data Room

COMMON REQUIREMENTS

Regardless of the procurement model selected, the Consultant shall:

- maintain all financial models;
- update risk registers;
- maintain the electronic project data room;
- conduct stakeholder consultations;
- provide capacity building to Government officials;
- submit all deliverables in editable and PDF formats;
- transfer all intellectual property and project documentation to the Government upon completion of the assignment.

The Consultant's assignment shall conclude upon completion of the approved procurement process through contract award (and, where applicable, PPP Commercial Close / Financial Close), submission of the Final Assignment Report and acceptance of all deliverables by the Client.

General Obligations

Throughout the assignment, the Consultant shall:

- maintain a multidisciplinary team;
- comply with applicable laws and professional standards;
- ensure internal quality assurance and peer review;
- maintain confidentiality of all information;
- preserve all project records;
- transfer knowledge to Government counterparts;
- provide all reports in editable and PDF formats;
- update the financial model throughout the assignment;
- maintain consistency among all project documents.

All deliverables shall be subject to the Client's review and formal acceptance in accordance with the Deliverable Acceptance Framework.

Deliverables, Milestones, Review Process and Payment Schedule

General

The Consultant shall deliver all services and outputs necessary to enable the Government of Khyber Pakhtunkhwa to evaluate, approve, procure and implement the Vehicle Inspection and Certification System (VICS) under the procurement model approved by the Government.

All deliverables shall be prepared in accordance with applicable laws, international best practices, and the requirements of this Terms of Reference.

The Consultant shall submit all reports in draft and final versions, together with editable working files, financial models, GIS databases, drawings, spreadsheets, presentations and supporting documentation.

Deliverable Schedule

Sr. No.	Deliverable	Key Contents / Outputs	Target Submission	Payment
1	**Inception Report**	Detailed methodology; work plan; implementation schedule; staffing/deployment plan; data requirements; stakeholder engagement plan; QA arrangements; reporting mechanism.	**End of Month 1**	**5%**
2	**Baseline Assessment Report**	Review of existing vehicle fitness and emission testing system; institutional arrangements; MVE/VETS network; infrastructure, equipment, staffing, processes, ICT systems and identification of gaps.	**End of Month 1**	**5%**
3	**Demand Assessment & Forecasting Report**	Vehicle population analysis; current and projected inspection demand; category-wise demand; compliance assessment; demand forecasting; station capacity requirements; catchment analysis.	**End of Month 2**	**5%**
4	**Technical Design Report**	VICS inspection methodology; station typology; static/mobile inspection requirements; capacity; equipment; layouts; infrastructure; technical specifications; operational requirements.	**End of Month 3**	**10%**
5	**Digital Systems & ICT Report**	ICT architecture; digital inspection workflow; appointment system; MIS; digital certificates; database integration; data management; cybersecurity; monitoring and reporting systems.	**End of Month 3**	**5%**
6	**Financial & Commercial Analysis Report**	CAPEX/OPEX; revenue projections; tariff analysis; financial model; NPV; IRR/FIRR/EIRR, where applicable; BCR, where applicable; payback period; lifecycle costing; financial sustainability; VfM; sensitivity/scenario analysis; fiscal implications.	**End of Month 4**	**10%**
7	**Legal, Regulatory & Institutional Framework**	Review of applicable legal/regulatory framework; PPP and KPPRA requirements; institutional responsibilities; governance	**End of Month 4**	**5%**

	Report	arrangements; regulatory gaps; required legal/institutional reforms.		
8	**Implementation Model Assessment & Recommendation Report**	Comprehensive comparison of **PPP and KPPRA Outsourcing** covering technical, financial, commercial, legal, institutional, risk, VfM and implementation considerations; recommended preferred model and decision matrix.	**End of Month 5**	**15%**
9	**Procurement & Contract Documentation**	Preparation of procurement strategy and complete procurement/transaction documents corresponding to the **Government-approved implementation model**, including qualification criteria, technical specifications, evaluation criteria and draft contractual documents.	**End of Month 6**	**10%**
10	**Procurement Support Report / Completion of Procurement Support**	Pre-bid assistance; bidder queries; clarifications/addenda; evaluation support; Bid Evaluation Report; assistance in negotiations and contract award under the approved implementation model.	**Months 6–8***	**10%**
11	**Environmental, Social & Safety Framework**	Environmental Management Framework; Social Management Framework; OHS framework; accessibility guidelines; stakeholder engagement; public awareness strategy.	**End of Month 6**	**3%**
12	**Capacity Building Programme**	Training Needs Assessment; Training Manual; SOPs; Contract Management Manual; Monitoring Manual; User Manuals; workshop/training materials.	**End of Month 7**	**3%**
13	**Implementation & Transition Plan**	Implementation schedule; mobilization plan; transition arrangements; institutional strengthening; operational readiness; risk mitigation; monitoring arrangements.	**End of Month 7**	**4%**
14	**Final Completion Report**	Executive Summary; activities undertaken; key findings; final recommendations; procurement support provided; status of implementation; outstanding issues; lessons learned; future improvement recommendations.	**End of Month 8**	**10%**
			TOTAL	**100%**

*Timelines are indicative and may be adjusted in consultation with the Client.

Government Decision Gate

The Procurement Options Assessment Report shall constitute the principal decision point of the assignment.

Following review of the report, the Consultant shall present its findings to the Project Steering Committee and any other forums designated by the Government.

Based on the Consultant's analyses and recommendations, the Government shall determine the preferred procurement and implementation model.

The Consultant shall proceed only after receiving formal written instructions from the Client.

Review and Approval Process

Each deliverable shall be submitted in draft form.

The Client shall review the draft deliverable within the review period specified above and may:

- Accept the deliverable;
- Accept the deliverable subject to minor revisions;
- Return the deliverable for major revision; or
- Reject the deliverable, providing written reasons.

The Consultant shall incorporate comments and resubmit revised deliverables within the period agreed with the Client.

Deliverable Acceptance Criteria

A deliverable shall be considered acceptable where it:

- addresses all requirements of the Terms of Reference;
- demonstrates sound technical analysis;
- is internally consistent;
- is supported by verifiable data;
- incorporates stakeholder consultations;
- includes editable working files;
- complies with applicable legislation;
- reflects comments provided by the Client.

Payment Milestones

The consultancy services shall be remunerated on a lump-sum, deliverable-based milestone payment basis. Payment shall be linked directly to the successful completion, submission and formal acceptance of the corresponding deliverables specified in Chapter 5 and the approved Deliverables, Timeline and Payment Schedule.

No payment shall become due merely on completion of an activity or passage of time. Each payment shall be released only after the corresponding deliverable has been reviewed and

formally accepted by the Client.
The applicable payment milestones shall be as follows:

Sr. No.	Deliverable	Payment
1.	Inception Report	10%
2.	Baseline Assessment Report	5%
3.	Demand Assessment & Forecasting Report	10%
4.	Technical Design Report	10%
5.	Digital Systems & ICT Report	5%
6.	Financial & Commercial Analysis Report	10%
7.	Legal, Regulatory & Institutional Framework Report	5%
8.	Implementation Model Assessment & Recommendation Report and Government Decision Gate	15%
9.	Procurement & Contract Documentation	10%
10.	Procurement Support / Contract Award Support	10%
11.	Environmental, Social & Safety Framework	3%
12.	Capacity Building Programme	3%
13.	Implementation & Transition Plan	4%
14.	Final Completion Report	10%
	Total	**100%**

Where the Government elects to proceed under the PPP route, procurement support shall continue through Commercial Close and Financial Close.

Where the Government elects to proceed through Outsourcing, procurement support shall continue through contract award, execution and mobilization.

Final Handover

Upon completion of the assignment, the Consultant shall transfer all intellectual property, data, analyses, models, reports and supporting documents to the Government of Khyber Pakhtunkhwa. The Consultant shall certify that all deliverables are complete, accurate and suitable for future use by the Government.

Staff Requirement:

Sr. No.	Position / Expert	Qualification	Experience	Relevant Experience
1	**Team Leader**	Master's degree in Finance, Economics, Business Administration, , Public Policy, Public Administration or related field, CA, ACCA. Or Bachelors in Engineering.	**08 years**	Transaction advisory, PPP, public-sector outsourcing/procurement, project structuring and management of multidisciplinary assignments.
2	**Financial & Commercial**	Master's degree in Finance, Economics, Accounting,	**07 years**	Financial modelling, project finance, feasibility studies, tariff/revenue

	Expert	Business Administration or related field. CA/ACMA/CFA or equivalent shall be an advantage.		analysis, NPV, IRR/FIRR/EIRR, VfM, affordability and commercial structuring.
3	**Legal / Procurement Expert**	LLB/LLM or equivalent law degree.	**07 years**	Public procurement, PPP/outsourcing, bidding documents, contractual arrangements, regulatory framework, legal due diligence and contract structuring.
4	**Transport / Vehicle Inspection Expert**	Bachelor’s/Master’s degree in Automotive, Mechanical, Transportation Engineering or related field.	**05 years**	Vehicle inspection, fitness certification, emission testing, transport regulation, road safety, vehicle testing facilities or related transport assignments.
5	**ICT / Systems Expert**	Bachelor’s/Master’s degree in Computer Science, IT, Software Engineering, Information Systems or related field.	**05 years**	MIS, ICT architecture, digital platforms, database integration, digital certification, systems interoperability and cybersecurity.
6	**Supporting Experts / Specialists**	Relevant degree/qualification according to area of expertise.	**As required**	Institutional/governance, environmental & social, PPP/procurement, road safety and other specialist expertise required for successful completion of the assignment.

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) “Applicable Law” means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.

(b) “Procuring Entity PE” means the implementing department which signs the contract

(c) “Consultant” means a person, a firm, a company or an organization undertaking supply of services; “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) “Contract Price” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) “Foreign Currency” means any currency other than the currency of the PE’s country.

(g) “GC” means these General Conditions of Contract.

(h) “Government” means the Government of Khyber Pakhtunkhwa.

(i) “Local Currency” means Pak Rupees.

(j) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

(k) “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them.

(l) “Personnel” means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.

(m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(n) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.

(o) “Sub-Consultants” means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.

(p) “In writing” means communicated in written form with proof of receipt.

(q) *“Joint Venture (JV)” means a consortium or association of more than one

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

(r) *“**Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV was taken into account in the technical evaluation of the Consultant’s proposal.

(s) **Key Expert Availability and Replacement Policy:** If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be rejected for further evaluation, and the consultant may be subject to blacklisting and debarment.

(t) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Procuring Entity.

(u) **Proposal Validity:** Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PE. To ensure the validity of proposal, it shall contain bid security of 2% of the bid cost.

(v) **Sub-contracting:** The Consultant shall not subcontract the entire scope of the Services. If the engagement of a sub-consultant is necessary for any part of the contract, it must be clearly specified in the bidding documents at the time of Proposal submission. Any change in the list of sub-contractors shall be subject to prior approval of the procuring entity.

During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

The consultant shall not replace Key Experts during execution of the contract without the prior consent of the procuring entity. Any violation of this provision may lead to contract termination and the imposition of penalties on the consultant.

1.2 **Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3 **Language**

This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

1.4.1 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.*

1.4.2 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.

1.5 **Location**

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PE may approve.

1.6 **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 PE under this Contract, including without limitation the receiving of instructions and Payments from the PE.

1.7 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Consultant may be taken or executed by the officials specified in the SC.

1.8 **Taxes & 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.

1.9 **Fraud & Corruption**

A. If the PE 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 PE 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 KPPR 2014.

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 Sub-Clause 4.2.

Integrity Pact

B. 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-G to this Form of Contract, then the Client shall be entitled to:

(a) 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;

(b) terminate the Contract; and

(c) 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 (b) of this Sub Clause, the Consultant shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. 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 pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period 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 the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure:

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 PE

The PE 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 PE 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).

(a) 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 PE may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) 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.

(e) If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) 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 the PE, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2:

(a) If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

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

(c) 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.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3. Payment Upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PE shall make the following Payments to the Consultant:

(a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;

(b) except in the case of termination pursuant to Paragraphs (a) through, 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 dependent's.

3. **O**BLIGATIONS OF THE **C**ONSULTANT

3.1 **General**

3.1.1 **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 PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.

3.2 Conflict of Interests

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

3.2.1 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.

3.2.2 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.

3.2.3 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 the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PE, 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

Rule 29(2), 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 PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.

3.5 Consultant's Actions Requiring PE's Prior Approval

The Consultant shall obtain the PE's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the Performance of any Part of the Services,

(b) appointing such members of the Personnel not listed by name in Appendix C, and

(c) any other action that may be specified in the SC.

3.6 Reporting Obligations

(a) The Consultant shall submit to the PE the reports and documents specified in (PE may insert appendix) hereto, in the form, in the numbers and within the time Period set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PE

(a) 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 PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.

(b) 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 Sub-consultants 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 Sub-consultants to Permit, the PE and/or Persons appointed by the PE 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 PE if requested by the PE. The

Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE'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 PE's prevailing sanctions procedures.).

4. Consultant's Personnel

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and Personnel experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period 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 PE.

4.2 Removal and/or Replacement of Personnel

(a) Except as the PE 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.

(b) If the PE 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 the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.

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

5. OBLIGATIONS OF THE PE

5.1 Assistance and Exemptions

The PE 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 or (b), as the case may be.

5.3 Services and Facilities

The PE shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. Payments to the Consultant

6.1 Lump-sum Payment

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 If the Parties have agreed to additional Payments in accordance with Clause 2.4.

6.2 Contract Price

The price Payable in Pak Rupees/foreign currency/ is set forth in the SC.

6.3 Payment for Additional services

For the purpose of determining the 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.

6.4 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 PE 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 PE specifying the amount due.

7. GOOD FAITH

7.1 **Good Faith:** The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. 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 the provisions specified in the SC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of Amendments of, and Supplementsto, Clauses in the GC Clause General Conditions of Contract

{1.1}Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public Procurement Rules 2014.

1.3 The language is English.

1.4 The addresses are:

Procuring Entity

Attention: Directorate of Transport Khyber Pakhtunkhwa, Room # 135, Ground Floor Benevolent Fund Building Peshawar Cantt.

Phone: 091-9214185

E-mail: ______________________________

Consultant:

Attention:

Facsimile:

E-mail:

Special Condition of Contract

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, this Clause SC 1.8 should be deleted from the SC.*

1.7 The Authorized Representatives are:

For the PE: ___________

For the Consultant: ___________

1.8 PE shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PE wishes to apply.

The PE warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PE shall Pay on behalf of the Consultant, the SubConsultants and the Personnel, or shall reimburse the Consultant, the SubConsultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the SubConsultants and the Personnel in respect of:

(a) any Payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or Permanent residents of Pakistan), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;

(c) any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;

(d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their Personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and

(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PE if they were Paid by the PE at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is *[insert date]*.

2.3 The timeperiod shall be *eight months*.

Special Condition of Contract

{3.5(c)} ***Note**: If there is to be no restriction on the future use of these documents by either party, this Clause SC 3.7 should be deleted. If the parties wish to restrict such use, any of the following options, or any other option agreed to by the parties, may be used:*

{3.7(b)} {The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PE.}

{The PE shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}

{Neither party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other party.}

{5.1} ***Note**: List here any assistance or exemptions: "not applicable."*

Performance security shall not exceed 10% of contract amount

6.1 The amount in Pak Rupees or in foreign Currency *[insert amount]*.

6.3

6.5 Theaccountsare:

for foreign currency or currencies: *[insert account]*

for local currency: *[insert account]*

Payments shall be made according to the schedule provided in the TORs:

8.2 Disputes shall be settled by complaint redressal committee defined in KPPRA Act 2012 or through arbitration Act of 1940 in accordance with the following provisions:

The dispute resolution mechanism to be applied will be pursuant to relevant clauses of Contract Agreement signed by Supplier with the Procuring Agency under KPPRA grievance redressal mechanism. In case of non-resolution of dispute related to this agreement, the arbitrator shall be Secretary, Transport and Mass Transit, whose decision shall be final and binding on both the parties.

Appendix A

(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 Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by 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 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 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 GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

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

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

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

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert PE 's name]* ("the PE") having its principal place of business at *[insert PE 's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral Part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time Period listed in such Annex, and the Personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to Perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the PE shall pay the Consultant an amount not to exceed *[insert amount*]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Paragraph 4.

4. Economic Price Adjustment

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed —% Per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as Per following provision: "Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the *[13] the* calendar month after the date of the Contract) by applying the following formula:

Rl = Rlo x —Ilo

where *Rl* is the adjusted remuneration, *Rlo* is the remuneration Payable on the basis of the rates set forth in Annex C for Payable remuneration, *Il* is the official rate of inflation for the first month for which the adjustment is to have effect and, *Ilo* is the official rate of inflation for the month of the date of the Contract.”]

5. Project Administration

A. <u>Coordinator</u>

The PE designates Mr./Ms. *[insert name]* as PE’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE.

B. <u>Timesheets</u>

During the course of their work under this Contract the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. <u>Records and Accounts</u>

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PE reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE’s business or operations without the prior written consent of the PE.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PE under the Contract shall belong to and remain the property of the PE. The Consultant may retain a copy of such documents and software.

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage for their Personnel and equipment’s.

11. Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PE's prior written consent.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

13. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

Title: Title:

Contract

1 **Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and Payment (e.g.: the assignment is phased, and each phase has a different Payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.**
2 **Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.**
3 **Short description of the activities whose cost breakdown is provided in this Form.**
4 **Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.**
5 **For each currency, Remuneration and Reimbursable Expanses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.**
6 **Form FIN-4 shall be filled for each of the Forms FIN-3 provided.**
7 **Professional Staff should be indicated individually; Support Staff should be indicated Per category (e.g.: draftsmen, clerical staff).**