



## PROCUREMENT OF CONSULTANCY SERVICES FOR SURVEY OF ESCALATORS IN LAHORE METROBUS SYSTEM



1. Punjab Masstransit Authority (PMA) is a statutory body established by the Government of the Punjab for the purposes of planning, construction, operation and maintenance of mass transit systems in the major cities of the Punjab, Pakistan; for providing safe, efficient and comfortable urban transportation system.
2. PMA intends to hire the services of Engineering Consulting Firm(s) for survey of escalators in Lahore Metrobus System.
3. Reputed national and international consulting firms having expertise and experience in surveys are invited to submit their proposals.
4. Interested firms/JVs should include following information in their technical submission as a pre-requisite:
  - i. Certificate of registration of the firm as a legal entity;
  - ii. Registration of firm with Pakistan Engineering Council in the relevant category as Consultant;
  - iii. Documents to substantiate the forming of JV (if applicable);
  - iv. Copy of Registration with Income Tax Department (for local companies only);
  - v. Audited statements of accounts and annual turnover for the last three (3) years;
  - vi. A certificate/affidavit that the firm is not blacklisted or debarred by any Government/ Semi-Government/ Autonomous/ International Body.
5. Request for Proposals (RFPs) documents can be downloaded from the PPRA website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) or PMA website ([www.pma.punjab.gov.pk](http://www.pma.punjab.gov.pk)).
6. A pre-bid meeting will take place on December 23, 2016 at 1030 Hours PST at PMA office (address given below) for the bidders who wish to attend.
7. Procurements will be carried out as per Punjab Procurement Regulatory Authority rules.
8. Proposals will be received during office hours at the PMA office no later than December 30, 2016, 1030 Hours PST.
9. Technical proposals will be opened at PMA office (address given below) on December 30, 2016, 1100 Hours PST and in the presence of the representatives of the bidders who wish to attend.
10. Financial proposals will be opened following technical proposals evaluation at PMA office on a date and time which will be conveyed in advance to bidders whose technical proposal are successful.
11. PMA reserves the right to reject all proposals at any time prior to the acceptance of a proposal.
12. All questions/queries/clarifications regarding this procurement should be directed to the representative whose contact details are given below:

**General Manager Operations, Punjab Masstransit Authority (PMA),  
5th Floor, Arfa Software Technology Park, 346-B Ferozepur Road, Lahore-PAKISTAN  
Tel: +92-42-99028000, Fax: +92-42-99232541, E-mail: [muhammad.imran@pma.punjab.gov.pk](mailto:muhammad.imran@pma.punjab.gov.pk)**



# Bidding Document

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## PROCUREMENT OF CONSULTANCY SERVICES FOR SURVEY OF ESCALATORS IN LAHORE METROBUS SYSTEM

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The Punjab Masstransit Authority

Government of the Punjab

5<sup>th</sup> Floor, Arfa Software Technology Park (ASTP)

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URL: [www.pma.punjab.gov.pk](http://www.pma.punjab.gov.pk)

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## **Important:**

- This Request for Proposal ('RFP') does not constitute a binding agreement or an offer or invitation by the Punjab Masstransit Authority (PMA) to any party other than the qualified Bidders to submit the Bids. The principle purpose of this RFP is to provide the Bidders with information that shall form the basis of their proposals or bids. This RFP contains the minimum requirements and information desired by the Authority. The contents hereof may be supplemented by the Authority as it deems appropriate. Each Bidder may conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information given in this RFP to its satisfaction. The Authority makes no representation or warranty and shall incur no liability under any law, rules or regulations as to the accuracy, reliability or completeness of the RFP. The Authority may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this RFP.
- Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. **Bids received without valid documentary evidence, supporting documents and various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage.** It is intimated that no objection/revision/supplement shall be entertained regarding the terms and conditions of the Bidding Documents submitted by the Bidder.
- The Bidders are requested to access the website of the Punjab Masstransit Authority ([www.pma.punjab.gov.pk](http://www.pma.punjab.gov.pk)) for all updates on this RFP such as addendums, minutes of meeting, etc.

## **SECTION 1: INVITATION TO BID (ITB)**

1. The Punjab Masstransit Authority (PMA) of the Government of the Punjab (GoPb) invites proposals to provide the consulting services to conduct "Procurement of Consultancy Services for Survey of Escalators in Lahore Metrobus System". Details about the required services are provided in section 5: Terms of Reference.
2. The Consultant will be selected using a Single Stage - Two Envelope Process and procedures described in this RFP, in accordance with the Punjab Procurement Regulatory Authority (PPRA) Rules which may be downloaded from [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk).
3. The RFP includes the following additional documents:
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal
  - Section 4 - Financial Proposal
  - Section 5 - Terms of Reference
  - Section 6 - Technical Evaluation Criteria
  - Section 7 - Draft Agreement
4. It is mandatory for bidders to submit proposals using the Standard Forms furnished in Section 3 and Section 4 of this RFP.
5. All bidders shall submit the following documents/information as part of their proposal;
  - i. Certificate of registration of the firm as a legal entity;
  - ii. Registration of firm or at least one partner in case of a JV with relevant professional body i.e. Pakistan Engineering Council (PEC) as a Consultant;
  - iii. Memorandum(s) of Understanding between the lead partner and associate(s) to substantiate the forming of JV (if applicable);
  - iv. Copy of Registration with the Income Tax Department;
  - v. Audited annual financial statements for the last three (3) years;
  - vi. An Affidavit/sworn statement that the firm is not blacklisted or debarred by any Government / Semi-Government / Autonomous/ International Body
6. The Client shall hold a pre-bid conference at its office as mentioned in the data sheet. Interested Consultants are strongly encouraged to attend the pre-bid conference.

## SECTION 2: INSTRUCTIONS TO CONSULTANTS

### Definitions

- (a) "Applicable Law" means the law of Government of Pakistan/Government of the Punjab and as those may be issued and enforced from time to time.
- (b) "RFP" means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.
- (c) "Agreement" means the Agreement signed by the Parties and all the attached documents.
- (d) "Client" means the organization with which the selected Consultant signs the Agreement for the Services.
- (e) "Consultant" means any registered concern/entity that may provide or provides the Services to the Client under the Agreement.
- (f) "Data Sheet" means such part of the "Instructions to Consultants" section of this RFP used to reflect specific conditions provided.
- (g) "Day" means calendar day.
- (h) GoPb shall mean The Government of the Punjab
- (i) GoP shall mean The Government of Pakistan
- (j) "Instructions to Consultants" means the document which provides Consultants with all information needed to prepare their Proposals.
- (k) "ITB" means the Invitation To Bid included in the RFP as Section 1.
- (l) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (m) "Sub-Consultant" means any person or entity to whom the Consultant sub-contracts any part of the Services required under this RFP.
- (n) "Proposal" means the Technical Proposal and the Financial Proposal being submitted in response to this RFP .
- (o) "Services" means the work to be performed by the Consultant pursuant to the Agreement.
- (p) "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 Client and the Consultant, and expected results and deliverables of the assignment.

## 1. INTRODUCTION

- 1.1. **Client:** The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2. **Proposal Submission Method:** The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal and this RFP document will form the basis for a contractual agreement to be signed with the selected Consultant.
- 1.3. **Pre-Bid Conference:** The Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend pre-bid conference specified in the Invitation to Bid section of this RFP. Attending the pre-bid conference is optional. Consultants should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-bid conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client or to attend the pre-bid conference.
- 1.4. **Inputs and Facilities from Client:** The Client will timely provide, at no cost, to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5. **Proposal Preparation Cost Liability:** The Consultants shall bear all costs associated with the preparation and submission of their proposals and the subsequent agreement. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.
- 1.6. **Conflict of Interest:** The GoPb's policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's

interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1. 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:

- (a) **Conflicting Activities:** A firm hired to provide consulting services for the preparation or implementation of a project, and 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; and vice versa. For the purpose of this Clause, services other than consulting services are defined as those leading to a measurable physical output, for example, exploratory drilling, aerial photography, and satellite imagery.
  
- (b) **Conflicting Assignments:** 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 Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment shall not be hired for the assignment in question.
  
- (c) **Conflicting Relationships:** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Agreement.

1.6.2. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of

the Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

1.6.3. No agency or current employees of the Client shall work as Consultants under their own Ministries, Departments or Agencies. Recruiting former government employees of the Client to work for their former Ministries, Departments or Agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

1.6.4. **Unfair Advantage:** If a Consultant (A) could derive a competitive advantage by having previously provided consulting services related to the assignment in question, the Client shall make every effort to disseminate such information or the source of such information to all interested Consultants, which in that respect could otherwise give Consultant (A) any competitive advantage over the other competing Consultants.

1.7. **Fraud and Corruption:** The GoPb requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. For the purpose of this Clause, the GoPb:

(a) defines the following terms:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a agreement;
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a agreement.
  - (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
  - (c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a GoPb agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GoPb agreement; and
  - (d) will have the right to require that a provision be included requiring Consultants to unconditionally allow inspection of their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the GoPb.
- 1.8. Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the GoPb in accordance with the Clause no. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.
- 1.9. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement.
- 1.10. **Only One Proposal:** Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- 1.11. **Proposal Validity:** The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date.
- 1.12. **Eligibility of Sub-Consultants:** In case a Consultant intends to associate with other Consultants/Individual expert(s) who have not been selected, such associations shall be initiated subject to the written approval of the client.

## 2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1. Consultants may request a clarification of any of the RFP documents up to the date of the pre-bid conference. Any request for clarification must be sent in

writing, or by standard electronic means to the Client's address indicated in the Data Sheet, or be raised during the pre-bid conference. The Client shall document all such queries and respond in writing, or by standard electronic means, or verbally during the pre-bid conference. Pursuant to the pre-bid conference, the client shall also upload, within 2 days, a consolidated document containing queries raised before/or during the pre-bid conference, their responses and origin of query. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Clause no. 2.2.

- 2.2. At any time before the date of submission of Proposals, the Client may amend the RFP by issuing an addendum in writing and make it available on the websites of PMA. Information contained in the addendum shall supersede relevant sections of previous RFP document and accordingly a revised RFP document shall be uploaded on the aforementioned websites. To give Consultants reasonable time to take into account a material amendment, in preparing their Proposals, the Client may extend the deadline for the submission of Proposals as deemed necessary. It is the sole responsibility of Bidders to stay abreast with all such addendums by frequently visiting the above websites.

### **3. PREPARATION OF PROPOSALS**

- 3.1. **Language:** The Proposal (see Clause no. 1.2), supporting documents, and related correspondence exchanged by the Consultants and the Client, shall be written in English.
- 3.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the required information may result in rejection of a Proposal.
- 3.3. While preparing the Technical Proposal, Consultants must give particular attention to the following:
  - (a) A Consultant may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy. A maximum of three (3) consultancy firms/entities may join to form a JV. Any associations must be clearly indicated in the technical proposal. In case of a JV, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
  - (b) This is a fixed-budget assignments for the given Terms of Reference. Additional payment will be made if additional services are requested.
- 3.4. **Technical Proposal and Format Content:** The Technical Proposal shall provide the information as indicated in Technical Proposal.

- 3.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- 3.6. **Financial Proposal:** The Financial Proposal shall be prepared using the Standard Forms (Section 4). It shall list all costs associated with the assignment, including remuneration for staff (foreign and local, in the field and at the Consultants' home office).
- 3.7. **Taxes:** The Consultant shall be subject to local taxes (such as: value added or sales tax or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. Payment of all taxes, duties and other impositions as may be levied under the applicable law in respect of the JV, Consultant, sub-Consultants, and their Personnel (both local and expatriate including their family members and their belongings) shall not be responsibility of the Client (see Data Sheet). Furthermore, the price quoted by the Consultant in their Financial Proposal shall be inclusive of Sales Tax on Services in accordance with the Applicable Law.
- 3.8. **Currency:** Consultants must express their bids in Pakistan Rupees (PKR).

#### 4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 4.1. The original proposal (Technical Proposal and Financial Proposal; see Clause no. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of given in Section 3, and Section 4.
- 4.2. An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3. The Bidder shall follow the instructions laid down as under:
  - 4.3.1. The Bidder shall seal the Original Technical Proposal in an envelope duly marked as under:

Envelope No. 1A: Original Technical Proposal for  
Project Name. [Name of Assignment]

[Name of the Client]  
[Address of the Client]

[Name of the Bidder]  
[Address of the Bidder]  
[Phone No. of the Bidder]

- 4.3.2. The Bidder shall seal the Original Financial Proposal in an envelope duly marked as under:

Envelope No. 2A: Original Financial Proposal for  
Project Name. [Name of Assignment]  
**“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**  
[Name of the Client]  
[Address of the Client]  
[Name of the Bidder]  
[Address of the Bidder]  
[Phone No. of the Bidder]

- 4.3.3. The Bidder shall again seal in a covering envelope the sealed envelopes of Original Technical Proposal and the Original Financial Proposal, duly marking the envelope as under:

Envelope No. (1+2)A: Original Bid for  
Project Name. [Name of Assignment]  
Strictly Confidential  
Open on [Last Date of submission of the Bid]  
[Name of the Client]  
[Address of the Client]  
[Name of the Bidder]  
[Address of the Bidder]  
[Phone No. of the Bidder]

- 4.4. The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Clause no. 2.2. Any proposal received by the Client after the deadline i.e. time and date for submission shall be returned unopened.
- 4.5. The Client shall initially open the outermost envelope and retrieve envelopes marked (1+2)A. The sub-envelope (1+2)A shall be opened as follows:
- (a) Envelopes 1A and 2A shall be retrieved from the sub-envelope marked (1+2)A.
  - (b) Initially, only the ENVELOPE NO. 1A marked TECHNICAL PROPOSAL shall be opened and evaluated in a manner as per the clauses

mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected.

- (c) ENVELOPE NO. 2A shall be retained in the custody of the Client without being opened;
- (d) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (e) The ENVELOPE NO. 2A: FINANCIAL PROPOSAL of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders after completing the Technical Evaluation process;

## 5. PROPOSAL EVALUATION

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

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

- 5.2. **Evaluation of Technical Proposals:** The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the technical evaluation indicated in the Data Sheet.
- 5.3. **Public Opening and Evaluation of Financial Proposals:** After the technical evaluation is completed, the Client shall inform the result of technical evaluation to Consultants who have submitted proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying criteria and that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying criteria, the date, time and location for opening the Financial Proposals. Consultant's attendance at the opening of financial proposal is optional.
- 5.4. 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 have met the minimum qualifying marks will then be inspected to confirm that they have remained

sealed and unopened. These Financial Proposals shall then be opened, and the total prices read aloud and recorded.

5.5. 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 figures and words, the latter will prevail. In addition to the above corrections, as indicated under Clause no. 3.6, 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.

5.6. The firm achieving the lowest financial cost will be invited for negotiations.

## **6. NEGOTIATIONS**

6.1. **Conclusion of Negotiation:** To complete negotiations the Client and the Consultant will initial the agreed Agreement. If negotiations fail, the Client will invite the next lowest evaluated Consultant to negotiate an Agreement.

## **7. AWARD OF AGREEMENT**

7.1. Upon conclusion of the procurement process, the Client shall, subject to necessary approvals, award the Agreement to the selected Consultant. After signing of the Agreement, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

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

## **8. CONFIDENTIALITY**

8.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who have submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of the Agreement. If it is established, beyond any reasonable doubt, that a Consultant has exploited the selection process by any means or divulged confidential information acquired during the selection process, the said Consultant shall be disqualified. In addition, the provisions of the PPRA Rules relating to fraud and corruption shall be invoked.

## **9. Performance Guarantee**

9.1. Successful bidder shall submit a performance guarantee in the form of a Bank Guarantee or a Pay Order/Demand Draft in favour of "Punjab Masstransit Authority Fund Account" for an amount equivalent to 5% of the bid value; issued by a bank scheduled in Pakistan; within ten [10] working days from the issuance of letter of award by the client.

## DATA SHEET

Clause Reference	
1.1	<p>Name of the Client: <u>The Punjab Masstransit Authority (PMA)</u></p> <p>Method of Selection: <u>Single Stage: Two Envelope Process - Stage 1: Technical Evaluation based on "Pass" or "Fail" criteria 2: Least Cost Selection</u></p>
1.2	<p>Technical and Financial Proposal to be submitted in separate sealed envelopes both enclosed in a single envelope.</p> <p>Name of the assignment is: Procurement of Consultancy Services for Survey of Escalators in Lahore Metrobus System</p>
1.3	<p>A pre-bid conference will be held: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p><u>December 23, 2016, 1030 Hours PST at Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park, 346-B Ferozpur Road Lahore, Pakistan</u></p> <p>The Client's representative is: <u>Muhammad Imran Khan</u></p> <p>Address: <u>5th Floor, Arfa Software Technology Park, 346-B Ferozpur Road Lahore, Pakistan</u></p> <p>Telephone: <u>+92-42-99028000</u> Facsimile: <u>+92-42-99232541</u> E-mail: <a href="mailto:muhammad.imran@pma.punjab.gov.pk">muhammad.imran@pma.punjab.gov.pk</a></p>
1.4	<p>The Client will provide the following inputs and facilities: <u>NILL</u></p>
1.11	<p>Proposals must remain valid for 60 days from the date of bid opening or until: <u>15 March 2016; whichever is later.</u></p>
2.1	<p>Clarifications may be requested before pre-bid conference. Queries received after this date shall not be entertained. Bidders are requested to frequently visit the PMA website mentioned in the RFP document to check for any addendum/minutes of meeting issued in response to the queries.</p> <p>The address for requesting clarifications is:</p>

	Facsimile: <u>+92-42-99232541</u> E-mail: <u>muhammad.imran@pma.punjab.gov.pk</u>
<b>3.3 (b)</b>	The assignment is fixed-budget assignment/ lump sum contract for the given Terms of References.
<b>3.7</b>	Amounts payable by the Client to the Consultant under the agreement to be subject to local taxation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  If affirmative, the Client shall:  (a) reimburse the Consultant for any such taxes paid by the Consultant: <b>NO</b> ; or (b) pay such taxes on behalf of the Consultant: <b>NO</b>  (c) deduct such taxes at source, in accordance with applicable tax laws/rules, while making payments to the Consultant throughout the currency of the agreement: <b>YES</b>
<b>4.3</b>	Consultant must submit the original Technical Proposal, and Financial Proposal.
<b>4.7</b>	The Proposal submission address is: <u>General Manager Operations, The Punjab Masstransit Authority, 5<sup>th</sup> floor, Arfa Software Technology Park, 346-B Ferozpur Road, Lahore, Pakistan</u>  Proposals must be submitted no later than the following date and time: <u>December 30, 2016 at 1030 hours PST</u>
<b>5.6</b>	Financial proposals of only technically qualified bidders shall be opened.
<b>6.1</b>	Expected date and address for signing of the agreement: <u>02 January, 2016 at The Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park, 346-B Ferozpur Road Lahore, Pakistan</u>
<b>7.2</b>	Expected date for commencement of consulting services: 05 January, 2016
	Period of completion of services: The period of completion of Services shall be Fifteen <b>(15)</b> days from the Commencement Date of the Services.

## COVERING LETTER

[Location, Date]

To: General Manager Operations,  
Punjab Masstransit Authority,  
Lahore.

Dear Sir,

We, the undersigned, offer to provide the consulting services for Procurement of Consultancy Services for Survey of Escalators in Lahore Metrobus System in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]<sup>1</sup>

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 the agreement is signed during the period of validity of the Proposal, i.e., before the date indicated in Clause no. 1.11 of the Data Sheet, Our Proposal is binding upon us.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause no. 7.2 of the Data Sheet.

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

We remain,

Yours  
sincerely,

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

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

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

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

### SECTION 3: TECHNICAL PROPOSAL

S.No	Criteria	Write "Yes" or "No"	Attach Proof
1	Certificate of registration of the firm as a legal entity;		
2	Registration of firm of at least one partner in case of a JV with Pakistan Engineering Council (PEC) as a Consultant;		
3	Copy of Registration with the Income Tax Department;		
4	Audited annual financial statements for the last three (3) years;		
5	Firm is blacklisted or debarred by any Government / Semi-Government / Autonomous/ International Body		If your answer is "No" than provide An Affidavit/sworn statement that the firm is not blacklisted or debarred by any Government / Semi-Government / Autonomous/ International Body

## SECTION 4: FINANCIAL PROPOSAL

[Location, Date]

To: General Manager Operations,  
Punjab Masstransit Authority,  
Lahore.

Dear Sir,

We, the undersigned, offer to provide the consulting services for Procurement of Consultancy Services for Survey of Escalators in Lahore Metrobus System in accordance with your Request for Proposal dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is inclusive of all the applicable taxes.

Our Financial Proposal shall be binding upon us up to the expiry of the validity period of the Proposal, i.e. before the date indicated in Clause no. 1.11 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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: \_\_\_\_\_

## SECTION 5: TERMS OF REFERENCE

### PROCUREMENT OF CONSULTANCY SERVICES FOR SURVEY OF ESCALATORS IN LAHORE METROBUS SYSTEM

#### I. Introduction

The Punjab Masstransit Authority (PMA) is interested to assess the usage of escalators in Lahore Metrobus System. The details of escalators are as follows:

Details of Escalators	
Component	Characteristics
Length of the line	About 27 км
Number of stations with escalators	25
Total number of Escalators	100
Number of Escalators Per Station:-	
Typical At-Grade	04
Typical Elevated	02
MAO Station (Elevated)	04
Canal and Qartaba Station (Elevated with Access through Underpasses at each end)	10

The typical layout of stations is attached at Annex-A.

#### II. Scope of Services

##### Task 1: Passengers usage Survey of Escalators

The consultant shall be responsible to conduct a continuous survey for one week at each station of Lahore Metrobus System during operational hours (i.e. from 6:00 am to 11:00 pm) to count hourly number of passengers using escalators. The Consultant shall submit **Escalator Usage Survey Report** within 15 days of award of Contract.

## **SECTION 6: TECHNICAL EVALUATION CRITERIA**

### **1. Technical Evaluation Criteria**

Technical Evaluation will be based on pass or fail criteria based on information provided in Technical Proposal/Form. Consultant(s) meeting the criteria will be considered as "Pass" and Consultant(s) failed to meet one or more than one criteria will be considered as "Fail".

## **SECTION 7: DRAFT AGREEMENT**

**FOR**

**PROCUREMENT OF CONSULTANCY SERVICES FOR SURVEY OF ESCALATORS IN  
LAHORE METROBUS SYSTEM**

**BETWEEN**

**THE PUNJAB MASSTRANSIT AUTHORITY, GOVERNMENT OF THE PUNJAB**

**AND**

\_\_\_\_\_ [Consultant's Name] \_\_\_\_\_



Date  
LAHORE, PAKISTAN

## I. FORM OF CONTRACT

This Contract (hereinafter referred to as the "contract") is made on this.....day of.....,2015.

### BETWEEN

Governor of the Punjab acting through the Managing Director, The Punjab Masstransit Authority, Government of the Punjab, on the one hand, (hereinafter called the "Client" which expression shall include its successors, legal representatives and permitted assigns);

### AND

xxxxxxxxxxxxxxxx, xxxxxxxxx (hereinafter called the "consultant" which expression shall include the successors, legal representatives and permitted assigns)

The Client and the Consultant are herein referred to individually as a "party" and collectively as the "parties".

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto, shall be deemed to form an integral part of this Contract:
  - (a) the General Conditions of Contract (GC);
  - (b) the Special Conditions of Contract (SC);
  - (c) Request for Proposal and Letter of Award (LoA)
  - (d) the following Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Integrity Pact
- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

<p>Signed on behalf of The Punjab Masstransit Authority</p> <p>.....</p> <p>Signature</p> <p>Name: Managing Director Punjab Masstransit Authority</p> <p>Dated:</p>	<p>Signed by the consultant and JV Consultant (if any)</p> <p>.....</p> <p>Signature</p> <p>Name: Xxxxxxx XXXXXXXXXXXX</p> <p>Dated:</p>
<p>Witness 1:</p> <p>Signature:</p> <p>Name:</p> <p>NIC Number:</p> <p>Address:</p>	<p>Witness 1:</p> <p>Signature:</p> <p>Name:</p> <p>NIC Number:</p> <p>Address:</p>

## II. GENERAL CONDITIONS OF THE 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 laws of Government of Pakistan/Government of the Punjab and as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of the contract (GC) are attached, together with all the documents listed in Clause I (Form of contract) of a Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of the Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan, Provincial Government(s) and/or Local Government(s)
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultant consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultant or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC is amended or supplemented;
- (m) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A;
- (n) "Sub-consultant" means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.5;
- (o) "Third Party" means any person or entity other than the Client, the Consultant or a Sub-consultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services

are desired.

## **1.2 Law Governing the 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 has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address of the Authorized Representative specified under Sub-Clause SC 1.1. A Party may change its address for notice hereunder by giving the other Party notice of such change. In case of notification by registered mail, 4<sup>th</sup> day following the date the mail is given to the post is the notification date, unless otherwise delivered earlier.

## **1.5 Location**

The Services shall be performed at such locations as specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

## **1.6 Authorized Representatives**

The Client, or the Consultant shall appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

- a. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant shall be taken or executed by the Authorized Representatives specified in the SC.
- b. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Client, or the Consultant as the case may be.
- c. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other party to the Contract.
- d. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been

given by the Consultant.

- e. Notwithstanding the above Clause, any failure of the Authorized Representative to disapprove Services shall not prejudice the right of the Client to disapprove such Services and to give instructions for the rectification thereof.
- f. If either party questions any decision or instruction of the Authorized Representative of the other party, the matter shall be resolved in accordance with Clause 7 pertaining to Settlement of Dispute.

### **1.7 Taxes and Duties**

Unless specified in the SC, the Consultant, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions, as may be levied under the Applicable Law, throughout the currency of this contract; the amount of all such taxes, duties, fees and other impositions is deemed to have been included in the Contract Price. Furthermore, the Contract price shall be inclusive of Sales Tax on Services in accordance with the Applicable Law.

### **1.8 Leader of Joint Venture**

In case the Consultant consist of a joint venture of more than one entity, the Consultant shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

### **1.9 Relation between the Parties**

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

### **1.10 Headings**

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

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

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the signing of the Contract by both parties.

## **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services one (1) business day after the Effective Date as per Clause no. 2.1.

## **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations, including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.3.

The term "Completion of Services" is as specified in the SC.

## **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price may only be made in writing, with mutual consent, which shall be signed by both the Parties.

## **2.5 Extension of Time for Completion**

If the scope of the Services is required to be increased, i.e. by mutual consent of both parties:

- (a) the increase shall be regarded as Additional Services required by the Client outside the Scope of Services described in Section 5 of RFP ; and
- (b) the Client shall extend the time for Completion of the Services accordingly, upon the request of the Consultant.
- (c) Any extension in time for the completion of the tasks within the agreed Scope of this Contract shall not be regarded as Additional Services.

## **2.6 Force Majeure**

### **2.6.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, terrorism, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure can be affected only if accepted by the party not declaring force majeure.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or

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

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.6.2 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 in writing not later than fifteen (15) days following the occurrence of such an event.

### **2.6.3 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.

### **2.6.4 Payments**

During the period of its 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 purpose of the Services and in reactivating the Services after the end of such period.

## **2.7 Suspension of Payments by the Client**

The Client may, by written Notice of Suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period of fifteen (15) days after receipt by the Consultant of such Notice of Suspension or such longer period, if any, as may be mentioned in the Notice of Suspension.

## **2.8 Termination**

### **2.8.1 By the Client**

The Client may terminate this Contract by giving a written notice of termination to the Consultant for a period of:

- not less than thirty (30) days in case of occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause; or
- not less than sixty (60) days in case of the event referred to in paragraph (f) of this Sub-

Clause.

- (a) if the Consultant do not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within a longer period mentioned in the Notice of Suspension issued by the Client or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultant becomes (or, if the Consultant consists of more than one entity, if any of their members becomes) insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or takes advantage of any law for the benefit of debtors or go into liquidation;
- (c) if the Consultant fails to comply with a notified decision reached as a result of arbitration proceedings pursuant to Clause no. 7 hereof;
- (d) If it is decided by a Court of Law that the Consultant is giving damage to rights, obligations and interests of Client;
- (e) in case the Consultant is unable to perform a significant portion (as determined by the Client) of the Services for a period of not less than sixty (60) days after the disappearance of force majeure;
- (f) if the Client, in its sole discretion, decides to terminate this Contract for convenience.

### **2.8.2 By the Consultant**

The Consultant may terminate this Contract by giving a written notice of termination to the Client of no less than thirty (30) days in case of occurrence of any of the events specified in paragraphs (a) to (c) of this Sub-Clause:

- (a) Not subject to Clause no. 7 'dispute resolution', if the Client fails to pay dues of the Consultant within thirty (30) days of receiving written notice from the Consultant that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;
- (c) if the Client fails to comply with any finalized decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### **2.8.3 Cessation of Services**

Upon receipt of notice of termination under Sub-Clause 2.8.1, or giving of notice of termination under Sub-Clause 2.8.2, the Consultant shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and each party shall make every reasonable effort to keep expenditures of both parties to a minimum. The Consultant shall incur the expenditure with the consent of the Client. With respect to documents prepared by the Consultant, and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clause 3.7 & 3.8.

#### **2.8.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.8.1 or 2.8.2, the Client shall make the following payments to the Consultant:

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.8.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to financial bid. The payment to consultant for deliverables shall be made subject to the satisfaction of client and further utilization in case of award to other consultant.

#### **2.8.5 Disputes about Events of Termination**

If either Party disputes the occurrence of an event specified in paragraphs (a) through (e) of Sub-Clause 2.8.1 or in paragraph (a) through (c) of Sub-Clause 2.8.2, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

##### **3.1.2 Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultant and any Sub-consultants, comply with the Applicable Law.

#### **3.2 Consultant Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultant pursuant to Clause no. 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultant shall not accept for its own benefit any trade commission, discount, or similar

payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations under the Contract, and the Consultant shall use its best efforts to ensure that the Personnel, any Sub-consultant, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

The Consultant, their Sub-consultants, and the Personnel or either of them shall not, either during the term or for ten years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultant**

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

The liability of the Consultant expires after three (3) years from the date of final completion of the design. The Consultant may, to protect themselves, insure itself against the liabilities under this contract. If it wishes to do so, the Consultant shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultant.

### **3.5 Consultant's Actions Requiring Client's Prior Approval**

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

- (a) appointing Personnel other than those listed in proposal of consultant;
- (b) final design parameter of the project;
- (c) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract;
- (d) any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

The Consultant shall submit to the Client the reports, data, drawings, videos and documents specified in Section 5 of the RFP, in the numbers, and within the periods set forth in the said Annexure.

### **3.7 Documents Prepared by the Consultant to be the Property of the Client**

All plans, data, drawings, GIS files, specifications, reports, videos, transport models, computer files, and other documents prepared and software purchased by the Consultant shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such

documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software with prior approval of the Client.

### **3.8 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultant by the Client, or purchased by the Consultant with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly and confirmed in writing to the Client with the complete inventory of such equipment and materials. Upon termination or expiration of this Contract, the Consultant shall give back to the Client all the equipment and materials in their present condition.

## **4. CONSULTANT'S PERSONNEL AND SUBCONSULTANTS - Deleted**

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance, Coordination and Approvals**

#### **5.1.1 Assistance**

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultant, Sub-consultants, and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultant, Sub-consultants or Personnel to perform the Services;
- (b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultant upon completion of the Services under this Contract;
- (c) issue to officials, agents, and representatives of the concerned organizations; all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) provide to the Consultant, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC and in the attachment;
- (e) obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

#### **5.1.2 Co-ordination**

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and city district government.
- (b) coordinate with any other consultant employed by him.

### **5.1.3 Approvals**

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultant.

### **5.2 Access to Land**

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

### **5.3 Changes in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultant, then under this Contract there shall be no increase or decrease in cost accordingly.

### **5.4 Payments**

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause 5.4 of Special Conditions of this Contract.

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed amount of ~~xxxxxx~~ (in Words) inclusive of all staff and other costs, incurred by the Consultant in carrying out the Services described in Section 5 Annex-A . The fixed prices will increase only if the client ask for additional services beyond the services described in Section 5 Annex-A.

### **6.2 Contract Currency and Price**

- (a) Payment shall be made in Pakistan Rupess .
- (b) The SC shall specify the breakup of remuneration to be paid.

### **6.3 Terms and Conditions of Payment**

Terms are referred to "Time to payment" and Conditions means "payments linked to deliverables" in the Special Conditions of the contract

#### **6.4 Period of Payment**

The Client shall pay the Consultant within seven (7) working days of the formal approval of deliverables. For this purpose; the Consultant must submit the invoice, supporting documentation, and details of work completed for each task delivered as per agreed time schedules/timelines, described in SC Clause no. 5.4.

#### **6.5 Consultant's Entitlement to Suspend Services**

If the Client fails to make the payment for any of the Consultant's invoices, within the time stated in Sub-Clause 6.4, the Consultant may after giving not less than ten (10) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultant has received the payment.

#### **6.6 Remittances of Foreign currency by Local Consultant**

The Client shall make all payments in Pak Rupees (PKR) and bears no responsibility/risk in respect of foreign currency remittance from local consultant to the foreign JV partner/counterpart, if any.

### **7. SETTLEMENT OF DISPUTES**

#### **7.1 Amicable Settlement**

The Client and the Cconsulta shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract or its interpretation.

#### **7.2 Dispute Settlement**

If, after thirty working days, from the commencement of such informal negotiations, the Client and the Consultant have been unable to amicably resolve a dispute relating to this contract, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with the said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be delayed, cancelled, or withheld on account of such proceedings.

#### **7.3 Statutes and Regulations**

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Consultant and Sub-consultant(s) shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Client indemnified against all penalties and liability of any kind for breach of any of the same.

The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

## **8. INTEGRITY PACT**

If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-C 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(s), 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-Clause no. 8(b), the Consultant shall proceed in accordance with Sub-Clause 2.8.3. Payment upon such termination shall be made under Sub-Clause 2.8.4 (a) after having deducted the amounts due to the Client under Sub-Clauses 8(a) and 8(c).

## **9. 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.

## **10. WAIVER**

Any waiver by the Client of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by the Client shall be in writing.

## **11. REFORMATION**

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent.

Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with then existing applicable law.

**III. SPECIAL CONDITIONS OF THE CONTRACT**

**1.1 Authorized Representatives**

"Project" means Procurement Of Consultancy Services For Survey Of Escalators in Lahore Metrobus System

The Authorized Representatives are the following:

For the Client:

**General Manager Operations**

**Punjab Masstransit Authority**

**5<sup>th</sup> Floor, Arfa Software Technology Park, Lahore, Punjab, Pakistan**

**Telephone** :

**Facsimile** :

**Email** :

For the consultant;

**Name** :

**Designation** :

**Address** :

**Telephone** : xxxxxxxxxxxxxxxx

**Fax** : xxxxxxxxxxxxxxxx

**Email** : .....

**1.2 Taxes and Duties**

The Client shall not pay on behalf of the Consultant, the Sub-Consultants and the Personnel, and shall not reimburse the Consultant, the Sub-Consultants and the Personnel any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant in connection with the carrying out of the Services;
- (b) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;
- (c) The Consultant shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan.

**2.3 Expiration of Contract**

The period of completion of Services shall **Fifteen (15) days from** the Commencement

Date of the Services or such other period as the Parties may agree in writing.

"Completion of Services" means: the time period agreed between the contracting parties for the completion of all the specified tasks as agreed in Terms of References (TORs) attached as Appendix-A (Section 5 of RFP).

### **3.1 Documents Prepared by the Consultant to be the Property of the Client**

The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the client.

### **3.5 Consultant's Actions Requiring Client's Prior Approval**

The Consultant shall also clear with the Client, before commitments on any action they propose

to take under the following:

- i) Issuing Variations Orders in respect of:
  - additional items of Works as determined by the Consultant to be necessary for the execution of Works.
  - any new item of the Works not envisaged in the Contract Documents and which is determined by the Consultant to be necessary for the execution of Works.
- ii) Claim from the Contractor for extra payment with full supporting details and Consultant's recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Purchase of modelling software and arrangement of training for modelling software;
- v) Any action under terms of Performance Guarantee or Insurance Policy.

### **4.1 Approvals**

The Client shall accord approval of the documents / designs / progress reports / implementation plans / and all other works to be completed as per this contract by the consultant within three (03) working days from the date of their submission by the Consultant.

### **5.1 Remuneration**

Fixed remuneration of the services and its delivery costs as described in Appendix-A is PKR xxxxxxxxxxxx (inclusive of all taxes).

- (a) All the additional services offered by the Consultant excluding the tasks mentioned under Appendix-A shall be charged based on nature of the task/financial bid unit prices.

## 5.4. Contract Price

The breakup of remuneration (percent of the total contract value) for tasks mentioned in Appendix-A is as follows which will be paid upon acceptance of deliverables by the client;

Sr. No	Deliverables	Timeline (From start of project)	Payment Schedule
1	Escalator Usage Survey Report	15 Days	100 %

## 5.5 Terms and Conditions of Payment

- (a) Payments shall be made on submission of each deliverable to the satisfaction of the Client. The client has the right to hold payment for a given deliverable, if the deliverable is not complete or satisfactory for the client
- (b) As soon as practicable and preferably within three (03) days after the submission of a deliverable by the consultant and its acceptance by the client, the Consultant shall submit their bill in duplicate to the Client. Each bill shall be supported by deliverables completed as per the milestone/time line of Service delivery given in Clause no. 5.4 above. The client will pay the due amount against approved deliverable in seven (07) working days.
- (c) Payment reconciled with Consultant's invoice shall be made into the Consultant's bank account designated by the Consultant.
- (d) The invoice shall be supported by authorized person to receive the cheque, invoice, covering letter, deliverables, income tax exemption certificate (if any), and company registration number.

## 6.1 Additional Services

Additional Services mean:

- (a) Services as required by the Client outside the Scope of Services described in Section 5 Annex-A;
- (b) Services performed during the extended period pursuant to Sub-Clause 6.1, beyond the originally scheduled time for completion of the Services; and

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, the Consultant, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract/financial bid.

## **INTEGRITY PACT**

### **DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS**

[The Consultant] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoPb) through any corrupt business practice.

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

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

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

Notwithstanding any rights and remedies exercised by GoPb in this regard, [The Consultant] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [The Consultant] 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 GoPb.

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2016

## **Instructions for Preparation of Power of Attorney**

- a)** To be executed by an authorized representative of the bidder.
  
- b)** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
  
- c)** Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
  
- d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

### **SAMPLE POWER OF ATTORNEY**

(On a Legal / Revenue Stamp Paper of PAKISTAN / of the bidder's country in the relevant value OR on the bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.)/Passport no. (in case of foreign National) who is presently engaged with us and holding the position of our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the Assignment) in response to the bids invited by the (name of the Client) including signing and submission of all documents and providing information/responses to (name of the Client) in all matters in connection with our Bid.

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

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

**SAMPLE UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016

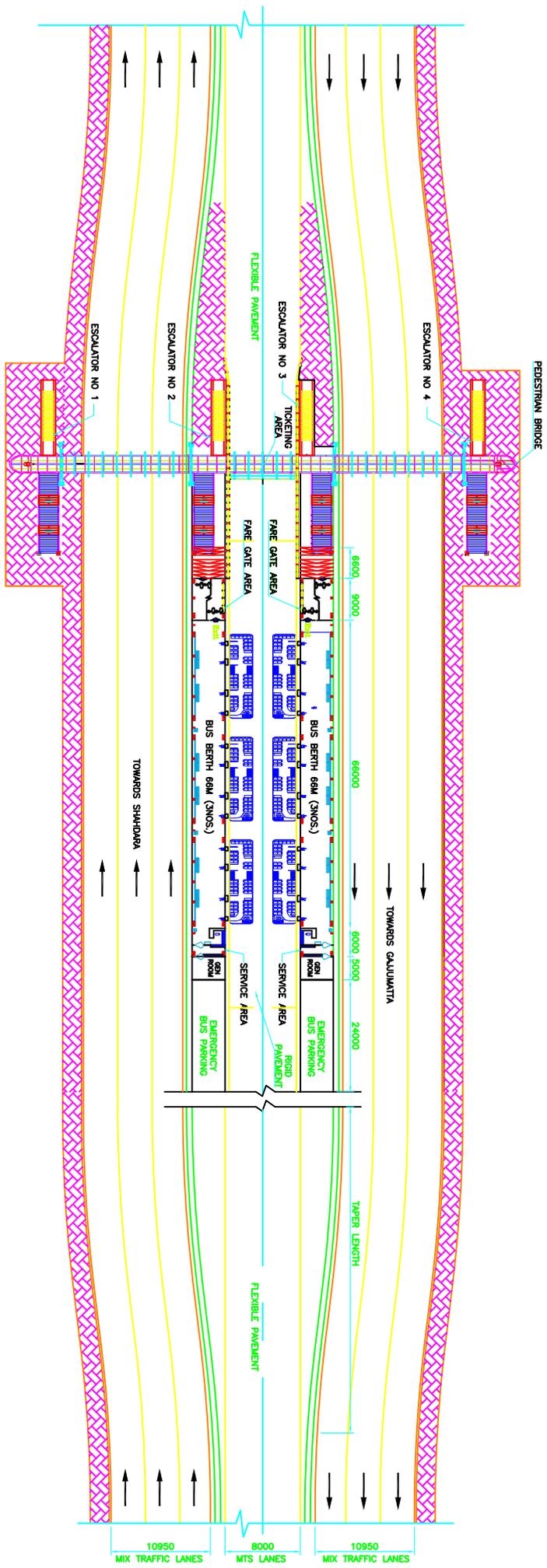
Signature

(Company Seal)

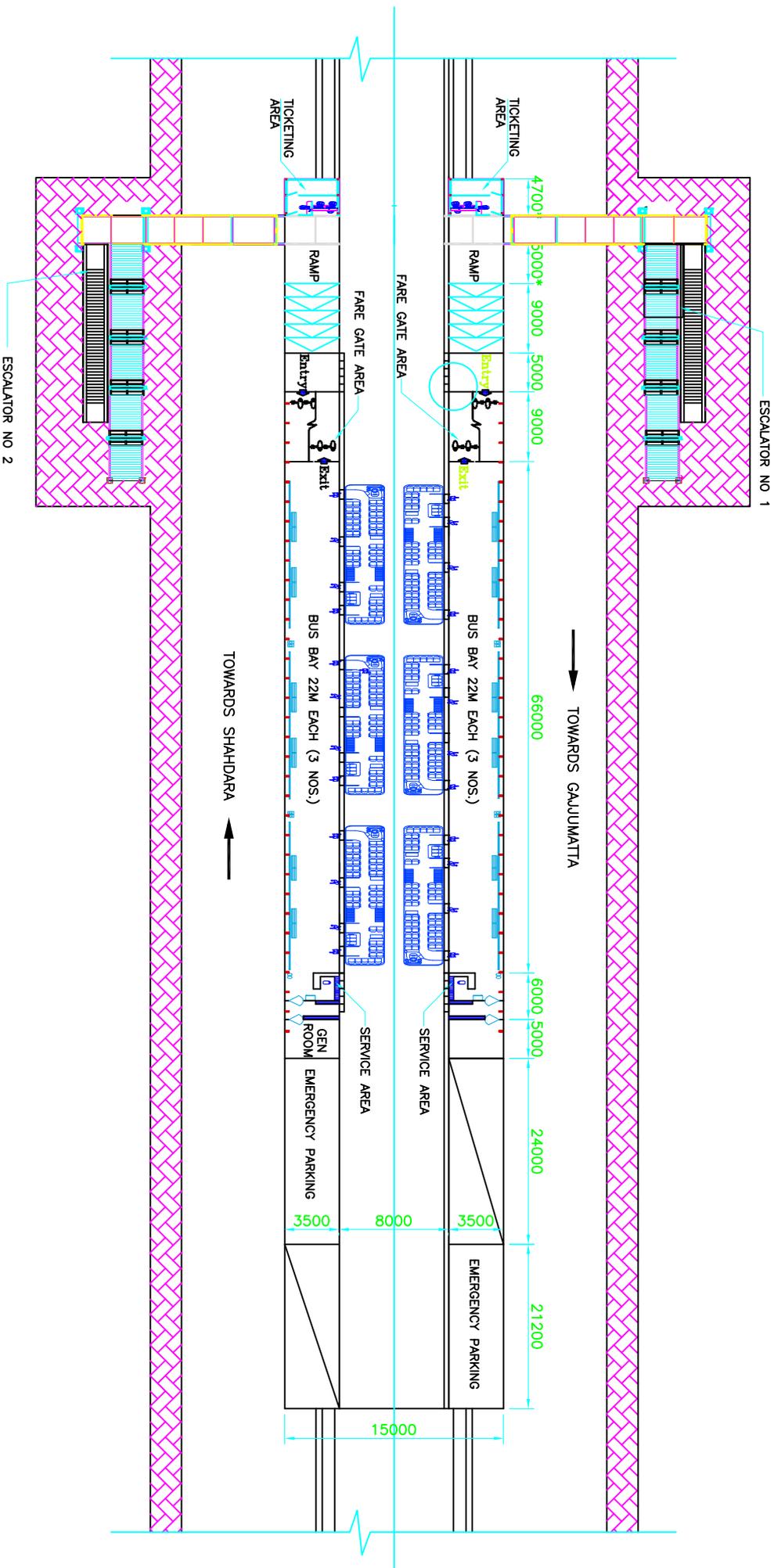
\_\_\_\_\_  
In the capacity of

Duly authorized to sign bids for and on behalf of:

(Entity Name/Address)

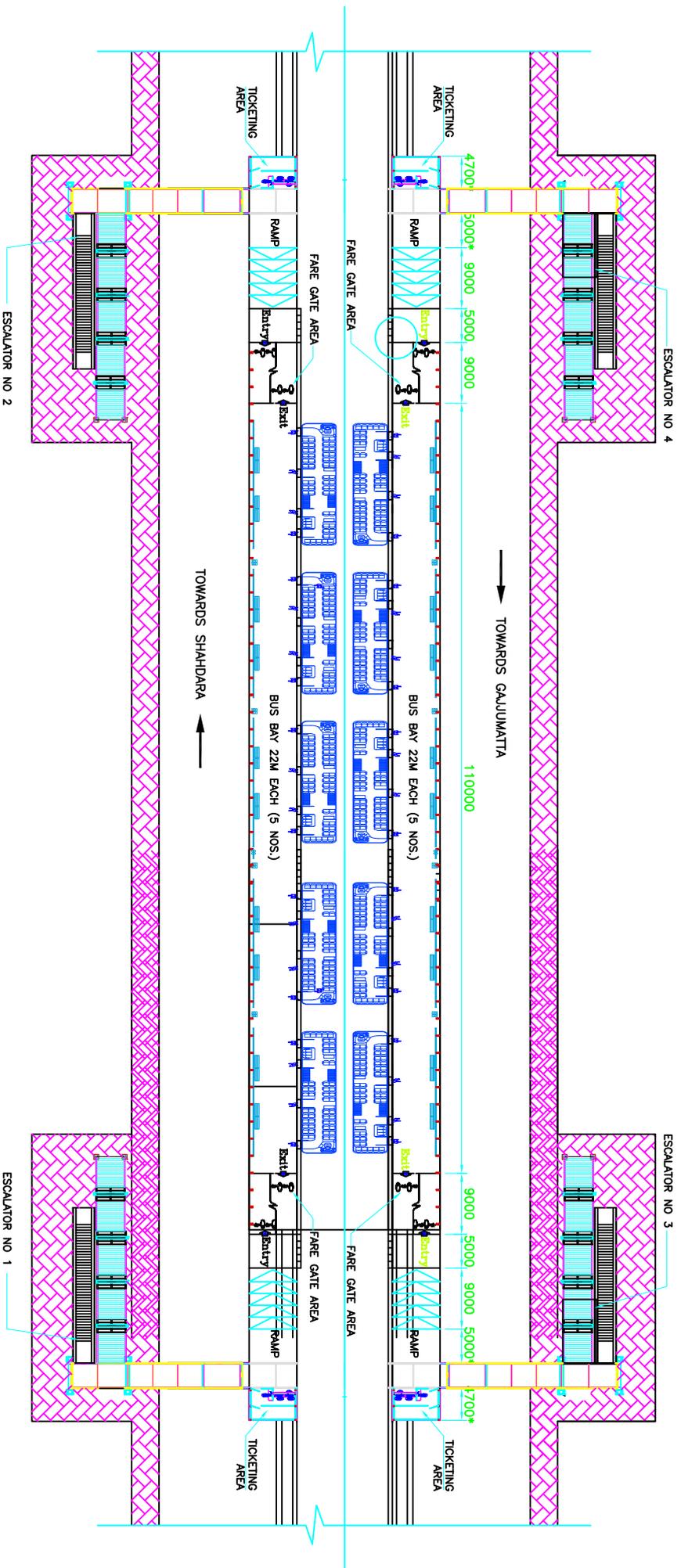


TYPICAL MBS STATION LAYOUT(AT GRADE)  
 GAJUMATTA - QADAFI (18 Stations)



TYPICAL MBS STATION LAYOUT (ELEVATED)

ICHRRA, SHAMA, JANAZGAH, SECRETERITAT, KATCHERY AND BHATI (6 STATIONS)



MAO STATION LAYOUT (ELEVATED)

