

**Lahore
Knowledge
Park**



**Request for Proposals (RFP)
For Consultancy Services
Regarding
Third Party Validation (TPV) of
the Assigned Civil Works
through Executing Agency
Under Package-I of the Lahore
Knowledge Park Company**

**Issue Date: April 30, 2022
Closing Date: May 19, 2022**

**LAHORE KNOWLEDGE PARK COMPANY (LKPC)
HIGHER EDUCATION DEPARTMENT, GOVERNMENT OF THE PUNJAB.
Ground Floor, 15-A Abu Bakar Block, New Garden Town, Lahore.**



Government of the Punjab



Lahore Knowledge
Park Company

Section 1: Letter of Invitation

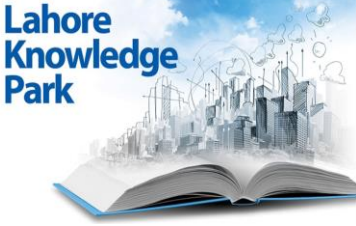
SUBJECT: LETTER OF INVITATION

1. The Client invites proposals to provide the following Consulting services:
Third Party Validation (TPV) of the Lahore Knowledge Park “Civil Works Package-1 Project, which includes Construction of Boundary Walls along with security Watch Towers, Periphery Security Roads, Main Entrance Gates”. to validate the required services provided in the Terms of References.
2. The Consultant will be selected under the Selection Method ***Least Cost Selection*** procedures, in accordance with the **Punjab Procurement Regulatory Authority (PPRA) Rules, 2014 (Amended)**.
3. The RFP includes the following additional documents:
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of References
 - Section 6 - Standard Form of Contract (Lump-sum)
4. It is mandatory for proposals to be made using the Standard Forms of this RFP document. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation.
5. CVs of key personnel’s corresponding to the list given in the Data Sheet should be provided on prescribed format given in this RFP document.
6. Technical & Financial Proposals (One original & One Copy) must be submitted by the interested firm (s) not later than **11.00 AM (PST) on 19 May, 2022** at the below mentioned address. Technical proposals shall be opened by a notified Committee on the closing day at **11.30 AM (PST)** in the presence of authorized representatives of firms who may choose to attend the meeting.

Yours sincerely,

(Sohail Haroon)
Manager Procurement,
Lahore Knowledge Park Company,
15-Abu Bakar Block, New Garden Town, Lahore.

Ad Request for Proposals

 <p>Lahore Knowledge Park</p>	<h3>Request for Proposals</h3> <p>For Hiring the Short Consultancy Services of Third Party Validation (TPV) of the Civil Works Under Package-1 For Lahore Knowledge Park Company</p>
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The Lahore Knowledge Park Company (LKPC) is a Public Sector Large Scale Organization duly registered with the SECP u/s 42 (not-for-profit) of the Companies Act 2017, through Higher Education Department (HED), Government of the Punjab.

LKPC intends to hire the services of Consulting Firms (s) as short consultancy for conducting Third Part Validation (TPV) of the aforesaid civil works under Package-1 as per detail mentioned in RFP document. Technical & Financial proposals (One Original & One Copy) on the prescribed formats given in the RFP document in separately sealed envelopes, enclosed in one sealed outer package.

RFP Document (TORs):

Interested eligible bidders may get the RFP Document (TORs) immediately after the publication of this Request for Proposals on submission of written application along with tender fee of Rs. 1,000/- (non-refundable) in the form of "CDR, Bank Draft, or Pay order" in favor of "Lahore Knowledge Park Company", during working hours from the address given below.

Bid Opening Date, Time & Venue:

Submission of Bids: May 19, 2022 at 11:00 AM
Opening of Bids: May 19, 2022 at 11:30 AM
Venue: Lahore Knowledge Park Company
15- Abu Bakar Block, New Garden Town, Lahore

TERMS AND CONDITIONS

1. As per Punjab Procurement Rules-2014. The consulting firm shall be select under **Least Cost Selection** by using single stage two envelope bidding procedure.
2. Technically responsive and the lowest evaluated bidder shall be awarded the contract.
3. As per PPR-2014 Bid Security amounting to Rs. 30,000/- (which is not exceeding 5% of the estimated price) in shape of CDR, Bank Draft or Pay Order in favor of "Lahore Knowledge Park Company", without which the offer shall be rejected being non-responsive.
4. Proposals after the due date & time shall not be brought under consideration.
5. The procuring agency (LKPC) may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per Rule 35 of PPR Rules 2014.
6. The Financial Bid shall be considered as inclusive of all applicable taxes.

For further clarification & submission of proposals please contact Manager Procurement on the address and contact detail given below.



Manager Procurement

Lahore Knowledge Park Company
15-Abu Bakar Block, New Garden Town, Lahore, Pakistan.
Tel: 042 99233332
Cell: 0300-4648128
Email: sohail@lkpc.com.pk

Section 2: Instructions to Consultants

Definitions

- (a) “Client” means the Lahore **Knowledge Park Company (LKPC)** with which the selected Consultant signs the Agreement for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties a & b and all the attached documents.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific conditions.
- (e) “Day” means calendar day.
- (f) “Instructions” to Consultants” means the document, which provides the Consultants with all information needed to prepare their Proposals.
- (g) “LOI” means Letter of Invitation included in the RFP as Section 1.
- (h) “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.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means this Request for Proposal prepared by the Client for the selection of Consultant.
- (k) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (l) “Sub-Consultant” means any person or entity with whom the Consultant sub-contracts any part of the Services.
- (m) “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 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 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 will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultant 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. Consultants should contact the Client's representative named in the Data Sheet to obtain any additional information if required. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will timely provide at no cost to the Consultant 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 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annual the selection process at any time prior to acceptance of proposals, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6 Client policy requires that Consultants provide professionals, objects, and impartial advice and at all times hold the Client's interest's 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:

Conflicting activities

- (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and 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, 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. For the purpose of this paragraph, services other than Consulting services are defined as those leading to a measurable physical output.

Conflicting assignments

- (ii) A consultant (including its personal 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 and 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 should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personal 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 Contract, may not be awarded a Contract, 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 Contract.

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

1.63 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.

**Unfair
Advantage**

16.4 If a Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

1.7 The Client requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Client: defines, for the purpose of this paragraph, the terms set forth below as follows:

- (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 contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (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 contract.
- (c) 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 contract in question;
- (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Client contract 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 Client contract; and
- (e) will have the right to require that a provision be included requiring Consultants to permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Client.

18 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Client in accordance with the above para. 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 Contract.

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 Contract, as requested in the Financial Proposal submission form (Section 4).

Only one Proposal

1.10 The Consultant may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

Proposal Validity

1.11 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client 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 could 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.

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| Eligibility of sub-Consultants | 1.12 | In case a Consultant intends to associate with Consultants who have not been selected and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the approval of the Client. |
| 2. Clarification and Amendment of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. If the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| | 2.2 | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants who have the RFP document 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 Client may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| 3. Preparation of Proposals | 3.1 | The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet. |
| | 3.2 | In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. |
| | 3.3 | While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) Not Applicable

(b) Not Applicable |

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

**Technical Proposal
Format and Content**

- 3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.
 - (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants (each partner in case of joint venture) on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
 - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which will show in the form of a bar chart the timing proposed for each activity.

- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff- months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

Financial Proposals

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non- responsive.

3.6 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 (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. 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.

Taxes

3.7 The Consultant may be subject to all applicable taxes. The Client will state in the Data Sheet if the Consultant is subject to payment of any taxes.

3.8 Consultants should express the price of their services in Pakistan Rupees.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 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 TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultant 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 Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. 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.
- 4.4 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 the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE**”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. 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.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client not later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall not be entertained and returned unopened to the firm (s).
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract 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, 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.

Evaluation of Technical Proposals

5.2 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. 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 minimum technical score 65% indicated in the Data Sheet.

5.3 N/A

Public Opening and Evaluation of Financial Proposals

5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Consultants sufficient time to make arrangements for attending the opening.

5.5 Financial Proposals of only those technically responsive bidders who obtained minimum sixty-five percent marks shall be opened publically 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.

5.6

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, as indicated under para. 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. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has

been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

5.7 Technically responsive and the lowest evaluated Financial Proposal shall be awarded the contract.

6. Negotiations

6.1 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 Contract signing, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to the next-ranked Consultant. Representatives attending on behalf of the Consultant must have written authority to conclude a Contract.

Technical Negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to finalize the Terms of Reference. The Client 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”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment.

- Financial Negotiations** 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. Financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 -Financial Proposal - Standard Forms of this RFP.
- Availability of Professional staff/experts** 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to finalize Contract on the basis of the Professional staff named in the Proposal. Before contract finalization, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract finalization 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 finalize.
- Conclusion of the Negotiations** 6.5 Negotiations will conclude with a review of the draft Contract. The Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose proposal received the second highest score to negotiate the contract.
- 7. Award of Contract**
- 7.1 The Client shall award the Contract to the selected Consultant and publish details on the website and promptly notify all Consultants who have submitted proposals.
- 7.2 The 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 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.

Instructions to Consultants
DATA SHEET

Paragraph Reference	
1	<p>Name of the Client: Lahore Knowledge Park Company (LKPC) Higher Education Department, Govt. of the Punjab, 15- Abu Bakar Block, New Garden Town, Lahore.</p> <p>Method of selection: Least Cost Selection Method of Consultants as per Punjab PPRA Rules, 2014 (Amended)</p>
2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Name of the assignment is: Consultancy Services for TPV of the Lahore Knowledge Park “Civil Works Package-1 Project, which includes Construction of Boundary Walls along with security Watch Towers, Periphery Security Roads, Main Entrance Gates”.</p>
3	<p>The Client’s representative is: Manager Procurement</p> <p>Address: 15- Abu Bakar Block, New Garden Town, Lahore. Telephone: +92-042-99233332 E-Mail: sohail@lkpc.com.pk.</p>
4	Proposals must remain valid 90 days after the submission date.
5	<p>Clarifications may be requested not later than 1100 hours (Pakistan Standard Time) on 19 May, 2022.</p> <p>Clarifications may be sought by sending an electronic request at the following e-mail address to : Resident Engineer: nausha@lkpc.com.pk or Manager Procurement: sohail@lkpc.com.pk</p>
5	<p>Proposals shall be submitted in the following language: English</p> <p>Information in any other language shall be accompanied by certified translation in English.</p>
6	Firm(s) should submit details of all assignments of similar complexity and scale (in terms of size).
7	CVs should contain details of projects done by the individual in the past.
8	<p>Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>The Client will withhold taxes on behalf of the Consultant: [Yes] No</p>

9	Consultant to state Financial proposal in the national currency: <i>Yes</i> <input checked="" type="checkbox"/> <i>No</i> <input type="checkbox"/> .
10	Consultant must submit One Original & One Copy of the Technical Proposal, and One Original & One Copy of the Financial Proposal.
11	<p>The Proposal must be submitted to:</p> <p>Manager Procurement Lahore Knowledge Park Company 15- Abu Bakar Block, New Garden Town, Lahore.</p> <p>Proposals must be submitted not later than 11.00 AM on 19 May, 2022. Technical proposals shall be opened on the same day at 11.30 AM.</p>
12	Expected date and address for contract negotiations (If any): during the M/O June, 2022 at 15- Abu Bakar Block, New Garden Town, Lahore.
13	Expected date for commencement of Consulting services may during the M/O June, 2022.
14	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals as per following mentioned Technical Evaluation Criteria Table:</p> <p>The minimum Technical Score required to pass is: 65 points</p> <p>The firms having technical score below 65 points in their technical proposal evaluation shall be disqualified and shall not be considered for further evaluation</p>

1. Number of Years in Services	Total Marks	No. of Years	Marks
(a) Proof of Establishment of Firm – <i>Marks shall only be awarded on full year. No marks shall be awarded on prorated basis.</i>	25	5 – 7 Years	15
		8 – 10 Years	20
		11 & above	25
(b) Head Office in Lahore <i>(Point No. 1 Includes two Part (a) + (b) having 25+5= 30 marks in total.</i>	05		05
	30		30
2. Number of Qualified Civil Engineer Employed by Firm	Total Marks	Range of Qualified Civil Engineers	Marks
List along with CVs, at least Bachelor Degree in Civil Engineering and having experience of 5 years or more	20	5 – 8	10
		9– 12	15
		12 & above	20
3. Number of Qualified Electrical Engineer Employed by Firm	Total Marks	Range of Qualified Electrical Engineers	Marks
List along with CVs, at least Bachelor Degree in Electrical Engineering and having experience of 5 years or more	10	2 – 5	5
		6– 9	8
		10 & above	10
4. Number of Total Strength of Firm	Total Marks	Range	Marks
List along with containing detail of Names, Education, Designations, No. of years with firm etc. duly signed and stamped.	10	30 – 55	5
		56 & above	10
5. Financial Strength	Total Marks	Average Annual Revenue of last 3 years	Marks
Turnover/Revenue (Average) of the firm of last 3 years <i>(Prove of Revenue with Audited Accounts or Tax Returns)</i>	10	20 to 30 Million	5
		30.1- 50 Million	7
		50.1. Million & above	10
6. Govt. / Semi Govt. Experience	Total Marks	No. of Organizations	Marks
Experience of providing Engineering services Govt. / Semi Govt./ Autonomous Body/ Authority/ Public Sector Organizations <i>(List and Prove of work orders/contract etc.)</i>	20	02 – 04	10
		05 – 08	15
		09 & above	20
Total	100		100

The minimum Technical Score required to pass is: 65 points

- The firms having technical score below 65 points in their technical proposal evaluation shall be disqualified and shall not be considered for further evaluation.
- The financial proposals of only those technically responsive bidders who obtained minimum sixty-five percent (65%) marks shall be opened.

Section 3: Technical Proposal - Standard Forms

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.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Client]*

Dear Sir,

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*²

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

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

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

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

We remain,

Yours Sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

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 (including organogram) and each associate for this assignment.]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer or Resident Engineer or Civil Engineers (or equivalent):

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 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 maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Value of the contract (in current PKR)
Country: Location within country:	Duration of assignment (weeks):
Name of Client:	Total No of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the contract (in current PKR):
Name of associated Consultants, if any:	No of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordination, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED
BY THE CLIENT**

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

[Not applicable]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (Maximum 20 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

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

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

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

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. CNIC No** (if Pakistan): _____ **or Passport No:** _____
- 6. Education:**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. Membership of Professional Associations:

8. Other Training *[Indicate significant training since degrees under 6 - Education were obtained]:*

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.]:*

Employer Position from (MM/YYYY) To (MM/YYYY)

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or Project: _____

Year: _____

Location: _____

Client: _____

Main Project features: _____

Positions held: _____

Activities performed: _____

Name of assignment or Project: _____

Year: _____

Location: _____

Client: _____

Main Project features: _____
Positions held: _____
Activities performed: _____

- 3) Name of assignment or Project: _____
Year: _____
Location: _____
Client: _____
Main Project features: _____
Positions held: _____
Activities performed: _____

[Unroll the project details group and continue numbering (4, 5,...) as many times as is required]

13. Certification:

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

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

Full name of authorized representative: _____

FORM TECH-7 (If Required)
STAFFING SCHEDULE ¹

Full time input Part
time in^{put}

Year: _____																	
N°	Name of Staff	Staff input in the form of a bar chart												Total	input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total	
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
												Subtotal					
Local																	
1		[Home]															
		[Field]															
2																	
n																	
												Subtotal					
												Total					

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
- 3 Fieldwork means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Weeks :													
N°	Activity ¹	Weeks ²											
		1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12 th
1													
2													
3													
4													
5													

1 Indicate all main activities of the assignment, including delivery of reports (final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

Section 4: Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on 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. 2 of the Letter of Invitation.

[The Appendix “Financial Negotiations- Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

Fin-1 Financial Proposal Submission Form

Fin-2 Summary of Costs

Appendix: Financial Negotiations- Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Client]*

Dear Sir,

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 figures¹]*. This amount is inclusive of all applicable taxes.

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 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract 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: _____

FORM FIN-2 SUMMARY OF COSTS

	Costs
Description	Pak Rupees (Lumpsum)
Total Costs of Financial Proposal inclusive of all applicable taxes, visits at site, out of pocket expenses, other related cost etc. (lumpsum)	
Amount in words as mentioned above.	

SECTION 5: TERMS OF REFERENCES (TORs)

Project: **CONSULTANCY SERVICES FOR HIRING OF CONSULTING FIRM FOR THIRD PARTY VALIDATION (TPV) OF LAHORE KNOWLEDGE PARK “CIVIL WORKS- UNDER PACKAGE-I”**

1. BACKGROUND

The Lahore Knowledge Park Company (LKPC) has been established as a separate corporate entity by Government of Punjab to strategize, plan, undertake and oversee the development of knowledge & growth parks. The Lahore Knowledge Park is the company’s inaugural and flagship project. LKPC operates under independent Board of Directors, comprised of members from government, academia and the industry. Incorporated in October, 2014 as a not-for-profit, large-scale public sector company, registered under Section 42 of the Companies Ordinance 1984, LKPC is owned by the Higher Education Department, Government of Punjab. The company owns 800 acres of prime land on Bedian Road, Lahore – the site of Lahore Knowledge Park.

The Competent Authority of LKPC was selected Infrastructure Development Authority of the Punjab (IDAP) as the execution agency for the civil works under Package-I, which includes Construction of Boundary Walls along with security Watch Towers, Periphery Security Roads, Main Entrance Gates”.

2. SCOPE OF WORK

The assignment consists of an independent review in the following major areas:

1. Vetting/verification of the deviations/variations in the contract as per the approved PC-1 document including vetting of the Revised Cost of the LKP Package-I works.
2. Random checks and verification on various processes involved in execution of the project.
3. Vetting/verification of the executed/completed works/works in progress as to the payments made as per the design as well as the BOQs including Technical Specifications as per the Tender Documents.
4. Submission of Detailed TPV report supported by pictures/evidence etc.

Note: It must be noted that the LKP Package-I is near the completion with the approved PC-1 cost of 751 million and the progress of the work is 90% at the present time.

3. DELIVERABLES

The Consulting firm shall submit Final Report of TPV to the Client within **2 to 4 weeks** from the date of award of Contract Agreement or issuance of LOA (As per direction of the Competent Authority of LKPC).

Or

As per mutual understanding both the parties after negotiations. (Consultant & Client)

4. DURATION OF CONSULTANCY SERVICES

The total time duration of this said Short Consultancy Services would be from two (02) weeks to four (04) weeks from the date of award of Contract Agreement with Consulting firm.

Or

As per mutual understanding both the parties after negotiations. (Consultant & Client)

5. SELECTION OF CONSULTING FIRM

The Consulting firm shall be selected as per Punjab PPRA Rules, 2014 (Amended) under short consultancy services.

6. CORE TEAM OF EXPERTS

Core team experts required for the said assignment must be registered with the Pakistan Engineering Council including Team Leader, Civil Inspectors and Electrical Inspector etc. The team should be in the following manner:

- **Team Leader (01 No.)**
 - Should have Bachelor degree in Civil Engineering or possess M.Sc/Ph.D degree from HEC recognized institute.
 - Should have overall 15 years' experience
 - Background in project planning, designing and implementation of construction/ TPV sector projects.
- **Civil Inspector (02 Nos.)**
 - Should possess a Bachelor degree in civil Engineering from HEC recognized institute.
 - Having 5 years' relevant experience
- **Electrical Inspector (01 Nos.)**
 - Should possess a Bachelor degree in Electrical Engineering from HEC recognized institute.
 - Having 5 years' relevant experience
- **Technical Assistant/Quantity Surveyors (02 Nos.)**
 - Should possess DAE in civil from recognized institute
 - Having 5 years relevant experience

7. SUBMISSION OF CHECKLIST FOR COMPLETION OF THE ASSIGNMENT.

All eligible interested bidding firms shall submit the checklist of all required technical documents in order to complete the said assignment/project along with the proposals.

8. REPORTING REQUIREMENTS

The Consulting firm shall report to the Chief Executive Officer of the Lahore Knowledge Park Company (LKPC)

Section-6

**Standard Form of
Agreement– Lump-Sum
Payments**

CONTRACT AGREEMENT
FOR SHORT TERM TPV CONSULTANCY SERVICES

BY AND BETWEEN



LAHORE KNOWLEDGE PARK COMPANY (LKPC)
HIGHER EDUCATION DEPARTMENT
GOVERNMENT OF THE PUNJAB
(THE CLIENT)

AND

M/S. _____
(THE CONSULTANT)

FOR

“TPV Short Term Consultancy Services for Civil Works Under Package-I”

Of Lahore Knowledge Park Company.

Dated: June____, 2022

CONTRACT AGREEMENT

FOR SHORT TERM TPV CONSULTANCY SERVICES

This contract Agreement (hereinafter referred to as the "**Contract**") is made on the ____ day of June, 2022.

by and between,

Lahore Knowledge Park Company (LKPC), a company incorporated u/s 42 of the Companies Act, 2017 as a non-profit company, through the Higher Education Department, Government of the Punjab, having its registered office at 15-Abu Bakar Block, New Garden Town, Lahore, through its duly authorized Chief Executive Officer, Mr. _____ having CNIC No. _____ (hereinafter referred to as the "**Client or LKPC**" of the first part, which expression shall include the successors, legal representatives and permitted assigns);

AND

M/s. _____ having its business office at _____ through its duly authorized _____, Mr. _____ having CNIC No. _____ (hereinafter referred to as the "**Consultant**" of the second part, which expression shall, include the successors, legal representatives and permitted assigns).

WHEREAS

1. The LKPC is a company established under Section 42 of the Companies Act, 2017, a body corporate owned and controlled by the Government of the Punjab, Higher Education Department, established for the Lahore Knowledge Park and for matters connected therewith or incidental thereto.
2. The Client is desirous to engage a well-reputed TPV Consultant ("TPV Consultancy Firm") having experience in Third Party Validation Consultancy Services process to carry out the scope of work/services attached in Appendix A "Services").
3. The Consultant, amongst others, submitted its Financial/Technical Proposal and was deemed the lowest financially evaluated bidder and was awarded the contract and is eligible and qualified in all respects to render the TPV Services to the Client and has assured and satisfied the Client that the TPV Consultant has the necessary TPV expertise and personnel and facilities to render the Services to the Client.

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; (GCC)
- (b) the Special Conditions of Contract; (SCC)
- (c) the following Appendices:

Appendix A: Scope of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel

Appendix D: Breakdown of Contract Price in Local Currency

Appendix E: Terms of Reference

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract and, in particular, the Consultant shall carry out the Services in accordance with the provisions of the Contract and 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 first above written.

For and on behalf of the Client

For and on behalf of the TPV Consultant

Chief Executive Officer,
Lahore Knowledge Park Company,
15-Abu Bakar Block, New Garden
Town, Lahore.

Managing Partner
M/s. _____
Address: _____, Lahore.

Witness:

Name:

CNIC:

Witness:

Name:

CNIC

II. GENERAL CONDITIONS OF CONTRACT

Clause	RELEVANT HEADS/TITLE
01	GENERAL PROVISIONS
02	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT
03	OBLIGATIONS OF THE CONSULTANT
04	CONSULTANT'S PERSONNEL
05	OBLIGATIONS OF THE CLIENT
06	PAYMENTS TO THE CONSULTANT
07	SETTLEMENT OF DISPUTES

a. GENERAL PROVISIONS

1.1 Definitions

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

"Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;

"Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

"Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

"Effective Date" means the date on which this Contract comes into force and effect pursuant to SC 2.1;

"GCC" means these General Conditions of Contract;

"Government" means the Government of the Punjab, Islamic Republic of Pakistan;

"Local Currency" means the currency of the Islamic Republic of Pakistan;

"Party" means the Client or the Consultant, as the case may be, and "Parties" means

both of them;

“Personnel” means persons hired by the Consultant as employees/associates and assigned to the performance of the Services or any part thereof;

"SCC" means the Special Conditions of Contract by which the GC are amended or supplemented;

"Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A;

"Assignment" means allocation of any assignment/work or task by the Client to the Consultant within the scope of services specified in Appendix A to the Contract.

1.2 Law Governing the Contract

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

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.

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, e-mail, or facsimile to such Party at the address of the Authorized Representatives specified under SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

The Parties have agreed that the Services shall be primarily performed at Lahore, Punjab, Pakistan or where required by the client (LKPC) in Pakistan.

1.6 Authorized Representative

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 duly Authorized Representatives as specified in the SCC.

1.7 Taxes and Duties

The Consultant will be liable for payment of taxes as specified in the SCC.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect as specified in the SCC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services within such time period after the Effective Date of the Contract as shall be specified in the SCC.

2.3 Completion of Services.

Once the finalist candidate is submitted the joining report, the deliverable of the Consultant shall be considered completed, which will enable the Consultant to submit the invoice against the services provided as per the Contract Agreement.

2.4 Expiration of Contract:

This Contract shall expire as per the term mentioned in the SCC, or its renewal thereunder.

2.5 Extension of Time for Completion

The Parties understand that the Contract is for a short term only as specified in the SCC. Any modifications in the scope or work and extension of time for completion shall be subject to the mutual consent of the Parties.

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, 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.
- (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 employees, nor (ii) any event which a diligent Party could reasonably have been expected to (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.

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 will remain unable to perform such action as a result of Force Majeure.

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 their 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 not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.8 Termination

2.8.1 *By the Client*

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause and sixty (60) days' in the case of the event referred to in paragraph (h):

- a. if the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b. if the Consultant 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 goes into liquidation or receivership whether compulsory or voluntary;
- c. if the Consultant fails to comply with any final decision reached as a result of arbitration
proceedings pursuant to Clause 7 hereof;
- d. if the Consultant submits to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultant knows to be false;

- e. 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;
- f. if the Consultant does not comply with the Terms of Reference in Appendix E.
- g. if the Client, in its sole discretion, decides to terminate this Contract.

2.8.2 By the Consultant

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

- a. if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within thirty (30) days after receiving written notice from the Consultant that such payment is overdue;
- b. if, as a 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;
- c. if the Client fails to comply with any final 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, or giving of notice of termination under 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 shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the Services rendered and documents prepared, the Consultant shall proceed as provided in Clause 3.5.

2.8.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2, the Client shall make the payments to the Consultant on account of Contract Fee pursuant to Clause 6 for the Services/Work/Assignment satisfactorily performed fully prior to the effective date of termination. Effective date of termination for purposes of this Clause means the date when the prescribed notice period would expire.

2.8.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.8.1 or in paragraph (a) through (c) of Clause 2.8.2 hereof has occurred, 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

The Consultancy Firm shall perform the TPV Consultancy 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/methodology and safe methods, in addition to carrying out the Services in accordance with the Terms of Reference as specified in Appendix E. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client.

3.2 Consultant Not to Benefit from Commissions Discounts, etc.

The remuneration of the Consultant, pursuant to Clause 6, shall constitute the Consultant's sole remuneration 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 and employees/agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

The Consultant and the Personnel/associate of them shall not, either during the term or until five years of the expiration of this Contract, disclose any proprietary or confidential information relating to the Assignment, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Reporting Obligations

The Consultant shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix (omitted / leave out by the Parties with mutual consent).

3.5 Documents Prepared by the Consultant to be the Property of the Client

All JDs, TORs, Advertisements, CVs along with documents, Complete lists, reports, and other documents and any software data prepared by the Consultant, with regards to performing the Services, 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, information and software, if any, to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, information and software.

4 CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ/attach/deploy and provides such qualified and experienced

Personnel as are required to carry out the Services.

4.2 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

4.3 Removal and/or Replacement of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, 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 Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

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 and Personnel such documents prepared by the Client or other consultant appointed by the Client as shall be necessary to enable the Consultant or Personnel to perform the Services.
- b. 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;
- c. provide to the Consultant and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

- a) coordinate and get or expedite any necessary approval and clearances relating to the

assignment from any Government or Semi-Government Agency, Department or Authority, and other concerned organization.

- b) coordinate with any other Consultant employed by the Client.

6 PAYMENTS TO THE CONSULTANT

6.1 Lump Sum Remuneration

The Client shall pay the remuneration as specified in the SCC.

6.2 Contract Price.

The Parties hereby agree that local currency payment shall be made in Pakistani Rupees as specified in the SCC.

6.3 Terms and Conditions of Payment.

Payment will be made to the account of the Consultant in accordance with Appendix D after making all deductions mentioned in this Contract or the applicable Laws of Pakistan, as per clause 2.3 of the General Provision of the contract.

6.4 Period of Payment

i) Any amount due to the Consultant for any assignment shall be paid by the Client to the Consultant within thirty (30) days in local currency in form of cross cheque or bank transfer after the Consultant's invoice has been submitted to the Client subject to prior approval by the Competent Authority in pursuance of approvals as per clause 5.1.3 of the special conditions of the contract.

ii) Additional Services

The Parties understand that the Contract is for short consultancy assignment and that no Additional Services shall be required within the meaning of this Contract.

iii) The Consultant's Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultant' invoice, within the time specified in paragraph (a) of Clause 6.4 SC, the Consultant shall have the right to either suspend the Services by giving an advance notice of 14 days or terminate the Contract by giving 30 day's advance notice. However, if the default is cured by the Client during the notice period then the Consultant shall continue to perform the services.

7 SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which 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 of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made thereunder and any statutory modifications thereto. The Arbitrator shall be appointed by the Client. The Arbitration shall be held in Lahore, Pakistan and the language shall be English.

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

III. SPECIAL CONDITIONS OF CONTRACT

CLAUSES OF GCC	RELEVANT HEAD/TITLE	
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1.1	Definitions	_____
1.6	Authorized Representatives	_____
1.7	Taxes and Duties	_____
2.1	Effectiveness of Contract	_____
2.3	Commencement of Services	_____
2.4	Duration of Contract	_____
3.5	Documents Prepared by the Consultant to be the Property of the Client	
5.1.1	Assistance	_____
5.1.3	Approvals	_____
6.2	Contract Price	_____
6.3	Terms and Conditions of Payment	_____

No. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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1.1 Definitions:

“**Assignment**” means allocation of any Assignment/work or task by the Client to the Consultant within the scope of services specified in Appendix A to the Contract.

1.6 The Authorized Representatives are the following:

For the Client:

Mr. _____
Chief Executive Officer (CEO)
Lahore Knowledge Park Company,
15-Abu Bakar Block, New Garden Town, Lahore,
Pakistan. Telephone : +92 42 99075000
Facsimile : +92 42 99210038 E-
Mail : ceo@lkpc.com.pk

For the Consultant:

Mr. _____
(Designation),
M/s. _____
Address: _____

1.7 Taxes and Duties

The withholding tax (income tax and sales tax as the case may be) at applicable rates shall be deducted by the Client at the time of making payments to the Consultant. The tax so withheld shall be deposited and receipted challan will be provided by the Client to the Consultant in the prescribed manner. The Client shall deduct and deposit taxes on behalf of the Consultant within the framework of the applicable laws in Pakistan shall be provided by the Consultant at the time of submission of invoice to the Client. The Client acknowledges and agrees that prices quoted by the Consultant are based upon present rate of applicable taxes.

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

2.3 Commencement of Services

The Consultant shall commence the Services within Three (03) days after the date of signing

of Contract, or such other time period as both the Parties may agree in writing.

2.4 Duration of Contract

The duration of Contract shall be for the period of 2 to 4 weeks starting from the date of effectiveness of the Contract or the completion of assignments/Items, within the specified financial limit as mentioned in Punjab Procurement Rules- 2014 under short consultancy for consulting firms, whichever occurs earlier or such other period as the Parties may agree in writing.

3.5 Documents Prepared by the Consultant to be the Property of the Client

All documents prepared under this Contract shall be property of the Client. The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval in writing of the other Party/client.

5.1.1 Assistance

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

- (a) provide at no cost to the Consultants and Personnel/associates such documents prepared by the Client to enable the Consultants or Personnel/associate to perform the Services;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon of the Services under this Contact;
- (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.

5.1.3 Approvals

The Client shall accord written approval of the completed assignments/items immediately but not later than fourteen (14) days from the date of their submission by the Consultant.

6.2 Contract Price

The Contract Price has been fixed as per the breakdown of the remuneration payable to the client within the limit of Contract Price is as specified in Appendix D, which is inclusive of all applicable taxes and costs, incurred by the Consultant in rendering the TPV Consultancy services described in Appendix A. Payments shall be made by the Client to the Consultant on individual unit assignment basis, in respect of assignment fully completed as per rates and breakdown specified in Appendix D.

6.3 Terms and Conditions of Payment

The Contract Price in local currencies as referred under SC 6.2 shall be paid to the Consultant for the Services satisfactorily rendered/performed within the period specified in SC 2.4. The Contract Payments (SC 6.2) shall be made according to the schedule of payment mentioned in the Appendix D on submission/issuance of invoice by the Consultant.

IV APPENDICES

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel

Appendix D: Breakdown of Contract Price in Local Currency

Appendix E: Terms of Reference

Appendix A: Description of the Services

LKPC is desirous to have selected professional, qualified and experienced TPV Consultancy firm (“Consultants” or “Firm”) on its panel to assist the LKPC in fulfilling its requirements as per following manners:

The assignment consists of an independent review in the following major areas:

1. Vetting/verification of the deviations/variations in the contract as per the approved PC-1 document including vetting of the Revised Cost of the LKP Package-I works.
2. Random checks and verification on various processes involved in execution of the project.
3. Vetting/verification of the executed/completed works/works in progress as to the payments made as per the design as well as the BOQs including Technical Specifications as per the Tender Documents.
4. Submission of Detailed TPV report supported by pictures/evidence etc.

Note: *It must be noted that the LKP Package-I is near the completion with the approved PC-1 cost of 751 million and the progress of the work is 90% at the present time.*

Appendix B: Reporting Requirements

The Reporting Requirements / deliverables of the Consultant shall be in the form of a Report including the following:

1. The Consulting firm shall report to the Chief Executive Officer of the Lahore Knowledge Park Company (LKPC).
2. The Consulting firm shall submit Final Report of TPV to the Client within **2 to 4 weeks** from the date of signing of Agreement.
3. Submission of Detailed TPV report supported by pictures/evidence etc.

Appendix C: Key Personnel

In pursuance of Clause 4.2 of GC

The Key Personnel are as per the Technical Proposal submitted.

Appendix D: Breakup of Contract Price in Local Currency

Contract price in local currency (PKR) inclusive of all taxes and other related cost as under lumpsum short consultancy contract.

As per Quoted Financial bid and price decided after negotiation under PPRA-2014

Appendix E: Terms of Reference

As per Request for Proposal or mutual understanding both the parties at the time of signing of contract agreement.