

**REQUEST FOR PROPOSALS**

**CONDUCTING  
STUDY RELATING TO THE TRAFFIC PROBLEMS IN THE CITY OF GUJRANWALA**

**3 May 2011**

## Letter of Invitation

Dear Sir,

### **1. Introduction**

1.1 The Infrastructure Project Development Facility (“IPDF”), a company established under section 42 of the Companies Ordinance, 1984 and City District Government Gujranwala (CDGG), hereby invite submission of proposals for conducting a Study Relating to the Traffic Problems in Gujranwala for the purposes of analysing and evaluating potential solutions under the Public Private Partnership (“PPP”) modality. Your proposal could form the basis for future negotiations and ultimately an agreement between CDGG and your firm.

1.2 Qualified consultants having relevant work experience will be required to conduct a Study Relating to the Traffic Problems in Gujranwala (“the Assignment”).

1.3 A brief description of the Services (“Services”) is set out in the Terms of Reference (“TOR”) attached as Annex-1.

1.4 The Services shall be carried out in accordance with the TOR. The continuation of Services shall be subject to satisfactory performance of the Consultant, as determined by IPDF and CDGG (“Client”).

1.5 Reference to ‘the Consultant’ includes the entire Consultancy team, or relevant members, under management of a single lead Consultant who shall contract with the IPDF.

1.6 Please note that (i) the costs of preparing the proposal/offer as well as of negotiating the contract, including any visits, are not reimbursable; and (ii) IPDF is not bound to accept any of the proposals or offers submitted.

### **2. Technical & Financial Proposals**

#### **Technical Proposal**

In order to achieve the objectives of the Assignment, the Consultant will be expected to take complete responsibility for all the activities identified in the attached TOR. The Consultant will inter-alia, conduct Traffic Management Study, surveys, and interviews for the purposes of confirming traffic at each route, number of buses required for each route and developing financial models for each route.

The Technical Proposal should contain inter alia; a complete description and explanation of the proposed methodology for the Assignment (work plan), time-line, staffing, names and qualifications of allocated personnel and any other resources that the Consultant will make available to execute the Assignment and achieve the objective. The Technical Proposal should be prepared using the format attached in Annex-3 and submitted as per the procedure described in Annex-2. You must submit comprehensive information and data in support of the criteria defined in Annex-2.

### **Financial Proposal**

The Financial Proposal should stipulate the fees for the Assignment and be prepared using the format attached as Annex-3, and submitted as per the procedure described in Annex-2.

The Client will not be responsible for any tax or insurance liability arising out of the performance of the Services for the Assignment.

All fee and costs are to be expressed in Pakistan Rupees only.

The Technical and Financial Proposals shall be evaluated by IPDF and CDGG in terms of the criteria described in Annex-2. Any Financial or Technical Proposal not in strict conformity with the format attached in Annex-3 will be disqualified.

### **3. Negotiations**

Contract negotiations shall be carried out in terms of the criteria given in Annex-2 and based on the Draft Consultancy Services Agreement (“CSA”) attached as Annex-4.

### **5. Other Terms**

This RFP and the Attachments hereto are subject to the overriding Conditions set out in Annex-5.

Yours sincerely,

#### **Attachments:**

- Annex-1: Terms of Reference
- Annex-2: Procedures for Submission & Evaluation of Proposals
- Annex-3: Format for Submission of Proposals
- Annex-4: Draft Consultancy Services Agreement
- Annex-5: Conditions

**TERMS OF REFERENCE**

**FOR**

**CONDUCTING STUDY RELATING TO TRAFFIC PROBLEMS IN THE CITY  
OF GUJRWALA**

**UNDER**

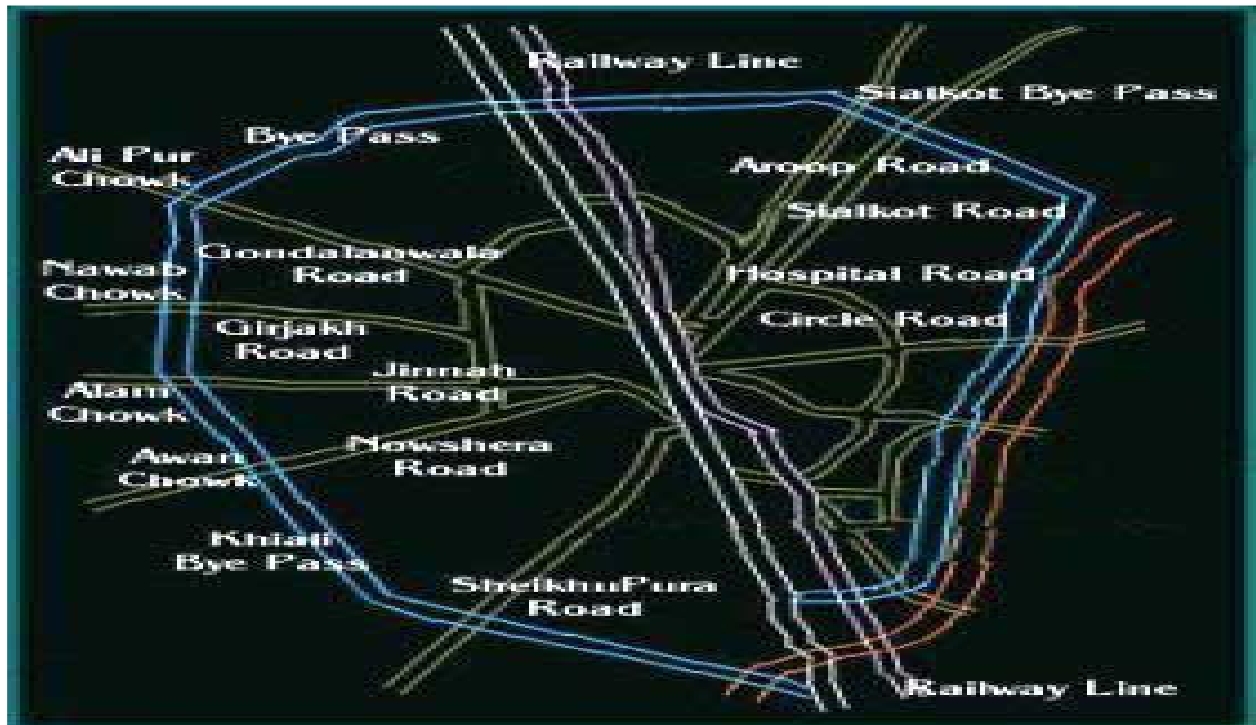
**PUBLIC PRIVATE PARTNERSHIP**

## TERMS OF REFERENCE

### 1. Background

Gujranwala is the seventh largest city in Pakistan with a population of 1,569,090. The city is located at 32.16° North, 74.18° East and is 226 meters (744 ft) above sea level. With increasing level of urbanization; Gujranwala is facing the problems of traffic volume increase and associated traffic congestion. While having a cursory look over the city map (Ref: Figure 1); this is very visible that the main railway line crosses upon the heart of city and bifurcates it in two halves. The city is expanding in the both sides of the railway line; hence the swift mobility across both the sides is a big challenge for the city's administration.

Figure 1



In order to seek an appropriate solution to the traffic congestions and increasing traffic viscosity; there requires the understanding of the root causes of traffic problems in particular context of the city and its horizon. Moreover; once the core problems are diagnosed; the apt traffic strategy can be worked out for subsequent implementation. While moving towards this direction; the conducting of traffic management study will be the right step at this stage.

## 2. Introduction

The Infrastructure Project Development Facility (IPDF), a company established under the aegis of the Ministry of Finance, Government of Pakistan. IPDF invites proposals from individuals or team/firms; well equipped with suitably qualified and experienced consultants and other resources to conduct a study relating to the traffic problems faced by the city of Gujranwala. This traffic management study will assist IPDF and CDGG in conceiving a long term solution to the persistent traffic problems confronting Gujranwala city. IPDF in collaboration with the City District Government Gujranwala intend to evaluate and assess various project options on PPP modality to facilitate the fluid and continuous movement of traffic in Gujranwala based on their viability. The PPP Policy, Feasibility Guidelines, Procurement Guidelines and Standardized Public Private Partnership Provisions under which the Project is to be implemented are available on the IPDF website ([www.ipdf.gov.pk](http://www.ipdf.gov.pk)).

## 3. Objectives of the Study

The main objectives of the Traffic Study are:

- 2.1 Conduct macro analysis of the traffic problems of the city and find out the reasons which actually cause the traffic jams at the part of GT Road crossing through the city; or otherwise create bottlenecks at various junctions and nodes across both the sides of railway line; passing through heart of the city.
- 2.2 Evaluate the existing traffic handling arrangements being followed in the city and propose various options, modifications and infrastructure requirement which may provide long term solution; leading towards smooth traffic flow in the city
- 2.3 Develop a traffic strategy that may ultimately address the underlying traffic problems; suggest necessary modifications; that should be part of tangible and pragmatic traffic management plan. This strategy should be particularly relating to different outlets across both the sides of railway line; in a cost effective and affordable manner.

## 4. Scope of the Work

The Traffic Study will be conducted in particular context of the city of Gujranwala and will focus only on the multiple outlets which actually connect the city across both the sides of railway line. This study will take in mind all the associated factors which actually contribute towards traffic problems or affect the smooth flow of traffic in any way. This may encompass various technical and social factors, urban trends, prevailing traffic management techniques, available infrastructure arrangements and other sundry factors. The allocated time for the Traffic study is around 4-5 weeks.

## 5. Kick off Meeting

Within 3 days of the award of the contract the Traffic Advisor (TA) will have a kick off meeting with the IPDF and City Government Gujranwala and will update about his understanding of the assignment. Simultaneously; he will intimate about various methodologies and action plans which are to be applied in given time frame of the assignment.

Following points will come under discussion:

- Review of the concept and requirements of the Study
- Review of the key issues and findings
- Review of approach and methodology of the TA
- Review of timetable of activities / milestones going forward
- Review of the team organization and detailed functions of the team members; if any
- Any specific issue requiring immediate attention

## 6. Preparation of Traffic Study

The Traffic Study should include the following range of activities:

- 6.1 Appraisal of the available information and details; contained in various reports and traffic plans conducted over traffic issues in the given context.
- 6.2 Conducting through study of the existing traffic system being followed in the city; through the available maps, drawings and personal visits; as well as identifying various nodes and junctions across both the sides of railway line; where traffic backlogs are very frequent throughout the day. The traffic intensity and volume should be quantified on hourly, weekly and monthly basis.
- 6.3 Analyzing existing traffic control measures, geographic modifications and maintenance practices being adopted in the city and critically evaluating their advantages, effectiveness and flaws.
- 6.4 Conducting various standard Traffic surveys; e.g. Signal System Survey, Hour Traffic Classification Count at etc at various identified nodes lying within the identified scope of study. The data accumulated through these surveys will be disaggregated into subclasses based on vehicle classification system. In this regard Traffic classification exercise should be conducted to capture the traffic volume and classification.
- 6.5 Conducting Journey Time surveys on various competing routes; so that exact travel time difference on these routes can be calculated. This will help in suggesting appropriate measures towards shifting the existing traffic load from the already glutted routes towards newly proposed options.

6.6 Devising various options of traffic management and control; this can be applied in the given situation against getting rid of the prevailing traffic problems across both the sides of railway line. The options should be substantiated through technical and cost analysis of the given options. The TA is also required to suggest most preferred option for different outlets across both the sides of railway line and support his stance through various underlying facts and logic.

## **7. Deliverables**

A comprehensive feasibility Study Report in view of the activities and information outlined as above.

## **8. Inception Report**

The consultant will submit an Inception Report within seven days of the award of the Assignment. The Inception Report should include key issues and findings of the consultant, the approach and methodology to be used for the study, timetable of activities / milestones going forward, team organisation and functions of the team members of the consultant.

## **9. Duration of the Study**

In consideration to the nature of the project and to be able to launch the scheme as early as possible, the total duration of the study shall be limited to about three months in which the entire work of surveys & data collection, compilation, analysis and report preparation shall have to be completed. Therefore surveys / data collection and compilation / analyses shall have to be carried out simultaneously to complete the assignment in the stipulated time. The time of completion for each package, as mentioned above shall however be about two months.

## **10. Reporting Requirements**

A comprehensive Traffic Management Study Report shall be produced and submitted on completion of the study in addition to the partial reports submitted after the completion of each package.

The report shall give a focus on the significant features of existing and projected travel demand in quantitative as well as qualitative terms and shall also present a comparison of the existing supply situation with the same highlighting the gap between demand and supply.



Sources of data, knowledge gaps and other constraints & limitations must be duly identified and included in the report which shall be prepared as per standard practice / format for such reports.

### **11. Progress Review & Monitoring**

The Consultant shall be required to update CDGG/IPDF on a weekly basis, regarding the progress of work and shall fortnightly submit a progress report, as per standard format, to the Director General, CDGG and CEO, IPDF for effective monitoring of the progress on various tasks included in the study.

Professional presentations on important occasions would be required from the Consultant especially during the start of the work about his approach and methodology and about the results and conclusion at the completion of the study.

### **12. Schedule of Submission of Reports**

The schedule for submission of the Study Report shall be as under:

- a. Inception Report indicating detailed methodology and work plan within one week (at the time of Kick-off/Preliminary Meeting) of award of the contract. (Five copies)
- b. Comprehensive study should be submitted with six (6) weeks of the award of assignment. (Five copies)

All reports should be submitted both in printed and electronic versions.

### **13. Consultant's Responsibilities**

The Consultant shall be responsible for assisting in all activities leading to completion of Traffic Management Study. While a detailed scope of work has been spelled out in the present TOR, the Consultant shall also be responsible for providing assistance in activities, not specifically mentioned in the TOR, that are necessary for successfully concluding the Assignment.

The Consultant will appoint a Team Leader to assume overall responsibility of the Project and to interface with CDGG/IPDF. The Consultant will maintain all records of the Project for a period of one year from the termination of other activities under the Consultancy Services Agreement. During this period, the Consultant will assist CDGG/IPDF in dealing with queries and issues related to the Project. The Consultant will be required to formulate proposals for a communication plan whereby all stakeholders are regularly informed of project progress.

**14. IPDF and CDGG Responsibilities**

IPDF and CDGG will nominate one Project Manager each, to liaise with the Consultant for coordinating all activities related to the Consultant's work. The Project Managers will also be responsible for evaluating the Consultant's performance and reviewing any corrective measures where necessary. The Project Manager will assist in securing appointments with CDGG, any government ministries and departments, as may be required.

**PROCEDURE FOR SUBMISSION AND EVALUATION OF PROPOSALS  
FOR  
CONDUCTING STUDY RELATING TO TRAFFIC PROBLEMS IN THE CITY  
OF GUJRANWALA  
  
UNDER  
PUBLIC PRIVATE PARTNERSHIP**

## PROCEDURE FOR SUBMISSION & EVALUATION OF PROPOSALS

### 1. Submission of Proposals

The Technical Proposal shall be submitted in triplicate (one original and two copies) and placed in a sealed envelope clearly marked “Technical Proposal - Consultancy Services for Conducting Study Relating to Traffic Problems in Gujranwala.”

The Financial Proposal (one original) shall be submitted in a separate sealed envelope clearly marked “Financial Proposal - Consultancy Services for Conducting Study Relating to Traffic Problems in Gujranwala”.

Bidders are requested to submit their Technical and Financial Proposals in separate sealed envelopes enclosed in one larger sealed envelope addressed correctly and legibly to Director General, CDGG (Refer to section 8 below, for precise address and date of submission).

The Financial Proposal shall be signed by a duly authorized representative. The Proposals should include a power of attorney / letter of authority authorizing such representative to sign and submit the Technical and Financial Proposals to CDGG (in case of firm/consortium).

### 2. Evaluating the Proposals

On expiry of the date for submission of Proposals, the evaluation process will begin. The Project Manager will circulate the Technical Proposals to the Evaluation Committee, while the sealed Financial Proposals will remain with CDGG.

A two-stage procedure shall be adopted in evaluating the Proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. The Evaluation Committee shall carry out its evaluation, applying the evaluation criteria and point system specified below. Each responsive proposal shall be attributed a technical score (Str). Firms scoring less than 70 points shall be rejected and their Financial Proposals returned unopened.

## Technical Proposal

Each Technical Proposal shall be evaluated using the following categories and weights below:

<u>Category</u>	<u>Weight</u>
Specific firm/consortium experience related to the Assignment	30%
Competence and qualifications of team	35%
Work plan and methodology	35%

## Financial Proposal

Short-listed Consultants that receive a raw technical score (Str) of 70 points or higher (pre-qualified Consultants) will be informed of their pre-qualification. All other Consultant's will stand disqualified and their sealed Financial Proposals will be returned to them unopened. The Client shall open the sealed Financial Proposals of the pre-qualified parties on a pre-determined date, which will be intimated in advance.

### 3. Scoring of Technical and Financial Proposals

The Technical Proposal shall be assigned a raw score (Str), which shall be scaled up to constitute a final technical score (St) as follows:

$$St = Str \times 100 / St_{max}$$

where  $St_{max}$  = Raw score of the highest ranked Consultant on technical criteria.

The financial score (Sf) will be calculated as follows:

$$Sf = 100 \times (F_{min} / F_f)$$

where  $F_{min}$  = Lowest Total Fee bid  
and  $F_f$  = Total Fee bid by the Consultant under consideration.

The combined Technical and Financial proposals ( $Sc$ ) shall be calculated as follows:

$$S_c = 0.80 \times S_t + 0.20 S_f$$

(Technical Proposal will have 80% weightage, while Financial Proposal will have a 20% weightage.)

#### **4. Finalizing the Technical Scores**

A meeting of the Evaluation Committee to finalize the technical scores will be called. The final individual technical scores of the Evaluation Committee members will be tabulated by the Project Manager on a top sheet, which will be signed by all the members of the Evaluation Committee.

#### **5. Opening of Financial Proposals**

Short-listed parties that receive a raw technical score ( $S_t$ ) of 70 points or higher (pre-qualified parties) will be invited to attend the opening of the sealed financial bids. All other parties will stand disqualified and their sealed Financial Proposals will be returned to them unopened. The sealed Financial Proposals shall be opened jointly by representative of IPDF and CDGG.

#### **6. Ranking the Pre-qualified Parties**

The Project Manager will submit to the Evaluation Committee the cumulative marks (technical plus financial) of the pre-qualified parties based on the calculations set out above. The submission will identify the pre-qualified party scoring the highest cumulative scores (the "top-ranked party"). Upon endorsement by the Evaluation Committee, the Project Manager will submit the rankings of the pre-qualified parties to the management of IPDF / CDGG for approval. The top-ranked party will then be invited for contract negotiations.

#### **7. Contract Negotiations**

Contract negotiations will be conducted with the authorized representatives of the top-ranked party and will primarily focus on issues related to the work plan, deliverables, contract duration and procedure for disbursements. A copy of the authority document in this regard will be made available prior to commencing contract negotiations. In case the negotiations with the top-ranked party are unsuccessful, negotiations with the authorized representatives of second-highest ranked party may be carried out, and so on and so forth.

IPDF / CDGG are under no obligation to select any of the firm / consortium submitting the proposal, and have the right to cancel their Request for Proposal (RFP) at any time, without assigning any reason.

**8. Address and Date of Submission**

The proposals should be delivered to the IPDF located at #2, Street 59, Sector F-7/4, Islamabad, Pakistan, on or before the closing date as specified in the RFP latest by 1700 hours. Failure to deliver the Proposals as aforesaid shall mean immediate disqualification.

**9. Exclusion and Prohibitions**

The Consultant will be prohibited from using any of the proprietary information without the express approval of IPDF, for a period of three (3) years after the completion of the Assignment.

CDGG / IPDF are under no obligation to select any of the companies submitting the proposal and have the right to cancel the Assignment without cause.

**FORMAT FOR TECHNICAL PROPOSAL AND FINANCIAL  
PROPOSAL FOR  
PROVIDING CONSULTANCY SERVICES**

**FOR**

**CONDUCTING STUDY RELATING TO TRAFFIC PROBLEMS IN  
THE CITY OF GUJRWALA**

**UNDER  
PUBLIC PRIVATE PARTNERSHIP**



**FORMAT FOR TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL**

FROM:

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

TO:

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

Sir/Madam:

**Subject: Consultancy Services for conducting Study Relating to the Traffic Problems in Gujranwala**

I/We \_\_\_\_\_ Consultant firm(s) herewith enclose the Technical Proposal (3 copies) and Financial Proposal (1 original) of my/our firm(s)/organization(s) as Consultant for Conducting Study Relating to the Traffic Problems in Gujranwala.

Yours faithfully,

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

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

Designation \_\_\_\_\_

Address \_\_\_\_\_

### **FORMAT FOR TECHNICAL PROPOSAL**

The Technical Proposal will provide information on how the Consultant would approach the transaction and why it is qualified to undertake the Assignment. Technical Proposal should include the following:

- a) Specific firm / consortium experience
- b) Competence and qualification of team
- c) Work Plan and methodology

#### **a) Specific firm / consortium experience**

The Consultant should give a comprehensive explanation of the team's relevant experience and capability to undertake the assignment and provide the services envisaged under the TOR. For each relevant experience cited, outline the precise role of the Consultant, contract duration, contract outcomes, and contract value

#### **b) Competence and qualification of team**

In this part, the bidder should propose the structure and composition of his team. The bidder should list the main disciplines of the assignment, the key experts responsible and the respective qualifications and credentials along with those of the proposed technical and support staff.

#### **c) Work Plan and Methodology**

In this part the Consultant should explain the understanding of the objectives of the Assignment, approach to the Services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The Consultant should highlight the problems being addressed and their importance, and explain the approach he would adopt to address them. The Consultant should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach.

The Consultant 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.

**FORMAT FOR FINANCIAL PROPOSAL**

In addition to the Technical Proposal, the parties will be required to submit in a separately sealed envelope a Financial Proposal describing the amount of its fees in accordance with the requirements of this RFP Package.

	Amount (Pakistan Rupees)
Consultancy Fee	

**Notes:**

- Consultancy Fee: To be paid on the basis of identified deliverables (Indicative schedule in Appendix A).
- For avoidance of doubt, the Client shall not be responsible for any taxes, charges, levies etc. arising from payments to the Consultant.

**DRAFT CONSULTANCY SERVICES AGREEMENT  
FOR  
CONDUCTING STUDY RELATING TO TRAFFIC PROBLEMS IN THE CITY  
OF GUJRWALA  
UNDER  
PUBLIC PRIVATE PARTNERSHIP**

## DRAFT CONSULTANCY SERVICES AGREEMENT

THIS AGREEMENT, (hereinafter together with the recitals and the appendices attached hereto called this “Agreement”) is made on the \_\_\_ day of \_\_\_ 2007, between Infrastructure Project Development Facility, (hereinafter called the “IPDF”), which expression shall mean and include its successors, administrators and legal representatives, and \_\_\_\_\_, (hereinafter called the “Consultant”, which expression shall mean and include its successors, administrators and legal representatives, and together with IPDF hereinafter called the “parties”).

### WHEREAS

- (a) IPDF wishes to appoint a specialized firm/team of specialists to act as the Consultant to the IPDF to carry out the Services.
- (b) The Consultant, represents and covenants to the IPDF that they have the required professional skills, personnel and technical resources, and have agreed to provide on the terms set out in this Agreement of Services together with the Terms of Reference and Letter of Appointment, which would also form an integral part and parcel of this Agreement, in particular, to provide the services which are essential in respect of the Services in terms of this Agreement, and which the Consultant recommends from similar experiences in the field.

### NOW THIS AGREEMENT WITNESSETH

#### 1.1. GENERAL PROVISIONS

##### 1.1.1 Definitions

Unless the context otherwise requires, the following terms, wherever used in this Agreement, shall have the following meanings:

- (a) “Agreement” means this Agreement between the IPDF and the Consultant.
- (b) “Applicable Law’ means the laws of Islamic Republic of Pakistan.
- (c) “Consultant” is defined in the Preamble.
- (d) “Consultancy Fee” means the total amount to be paid against deliverables as specified in Appendix B, to the Consultant
- (e) “Effective Date” means the date on which this Agreement is signed between the Parties.

- (f) “End Date” means the\_\_\_\_\_, unless agreed in writing by the Parties.
- (g) “Force Majeure” for the purpose of this Agreement means
- I. an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations under this Agreement impossible, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action or any sanction or restriction imposed by any governmental authority or body within or outside Pakistan; which has a material adverse affect on the ability of the Consultant Manager to carry out the Services.
  - II. Force Majeure shall not include: (i) any action or failure to take action by a Party; (ii) any event which is caused by the negligence or willful act or omission of a Party or that Party’s Subcontractors or Personnel or agents or employees; and (iii) any event which a diligent Party could reasonably have been expected both: (a) to have taken into account at the time of the Effective Date of this Agreement; and (b) to have avoided or overcome in the course of carrying out its obligations under this Agreement.
- (h) “IPDF” is defined in the Preamble.
- (i) “CDGG” means City District Government Gujranwala
- (j) “Party” means the IPDF or the Consultant, as the case may be, and the IPDF and the Consultant shall collectively mean the “Parties”.
- (k) “Personnel” means persons hired/employed by the Consultant or by any of its Subcontractors and assigned to the performance of the Services or any part of the Services.
- (l) “Services” means the work to be performed by the Consultant as and when required, pursuant to this Agreement as described in the attached Terms of Reference (TOR), or any other service mutually agreed upon by the Parties from time to time in writing during the Agreement.
- (m) “Starting Date” means the date referred to in Clause 2.2.
- (n) “Sub-contractor” means any person or entity to be appointed by the Consultant including but not limited to accounting, legal, and technical, consultants whether located in Pakistan or abroad, to which the Consultant sub-contracts directly or indirectly any part of the Services in accordance with the provisions of this Agreement.
- (o) “Third Party” means any person or entity other than the IPDF, the Consultant

or a Subcontractor.

## 1.2 Relation between the Parties

(a) The Consultant shall act as Consultant to the IPDF for all Services; shall manage, and be responsible for the work carried out by the Sub-contractors (whether local or foreign); shall be solely responsible for any payments due to Sub-contractors and/or Personnel hired by the Consultant; shall have complete charge of all Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf under this Agreement.

(b) The Consultant shall not assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the IPDF.

## 1.3 Law Governing Agreement

This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. The Consultant undertakes to comply with the Applicable Law during the performance of the Services and completion of the Project.

## 1.4 Headings

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

## 1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing and shall be deemed to have been given or made when delivered in person to any authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

**For the Consultant:**

**For IPDF:**

Mr. Adil Anwar  
Chief Executive Officer  
Infrastructure Project Development Facility  
No 2, Street 59, F-7/4  
Islamabad

**1.5.2 Notice will be deemed to be effective as follows:**

In case of personal delivery or registered mail, on delivery; and in the case of facsimiles, four (4) hours following confirmed transmission, only if confirmation is during business hours otherwise notice will be deemed effective as of the next working day, disregarding weekends and national holidays in the country to which the facsimile is transmitted. Facsimile notices shall not require confirmation by hard copies.

**1.5.3 A Party may change its address for notice under this Agreement by giving the other Party notice pursuant to this Clause.**

**1.6 Authorized Representatives**

Any action required and permitted to be taken, and any document required or permitted to be executed under this Agreement, may be taken or executed:

- (a) on behalf of the IPDF, by the CEO, IPDF; and
- (b) on behalf of the Consultant, by .

**2. COMMENCEMENT, COMPLETION, SUSPENSION, MODIFICATION AND TERMINATION OF AGREEMENT**

**Effectiveness of Agreement**

This Agreement shall come into force from the Effective Date.

**2.2 Commencement of Services**

The Consultant shall commence carrying out the Services not later than 7 (seven) days (“Starting Date”) after the Effective Date, or on any other date the Parties agree in writing. The Services shall be performed and completed by the Consultant before the End Date or as mutually agreed in writing by the Parties.

**2.3 Expiration of Agreement**

Unless terminated pursuant to Clause 2.7, this Agreement shall expire when the Services have been completed.

**2.4 Entire Agreement**

This Agreement constitutes the final expression and exclusive and entire agreement and understanding between the Parties in relation to the Services and



contains all covenants, stipulations and provisions agreed by the Parties as at the date hereof. The Terms of Reference and the Letter of Appointment shall also form an integral part of this Agreement. This Agreement together with the Terms of Reference and Letter of Appointment shall override and supersede all previous or concurrent communications or documents or agreements exchanged on the subject matter of the Agreement and the Consultant shall not for any or all purposes place reliance on any other document/agreement except this Agreement.

## **2.5 Modification**

Modification of the terms of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration, and not unreasonably delay or withhold a considered response to any proposals for modification made by the other Party.

## **2.6 Suspension of Services**

The IPDF may, by written notice of suspension to the Consultant, suspend the Services under this Agreement for a cumulative period not exceeding 60 (sixty) days.

## **2.7 Termination**

### **2.7.1 Termination by IPDF**

The IPDF may terminate this Agreement if the Consultant:

- (a) is in breach of its obligations under this Agreement and has not remedied the same within thirty (30) days (or such longer period as the IPDF may have subsequently approved in writing) of being called to do so by the IPDF; OR
- (b) becomes insolvent or bankrupt or enters into any arrangements with its creditors for relief of debt or takes advantage of any Applicable Law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; OR
- (c) is unable as a result of force majeure to perform a material portion of the Services for a continuous period of thirty (30) days unless services are suspended under 2.6.

In any event, the IPDF may terminate this Agreement at its sole discretion without assigning any reason without liability or continuing obligation except as set forth in this Agreement. In the event of such termination (where termination is without default of the Consultant), the IPDF shall be required to make payment to the

Consultant in relation to fees which have been duly accrued or billed by the Consultant in accordance with this Agreement.

### **2.7.2 Termination by Consultant**

In the event the Services are not completed by the Consultant, due to no fault on the part of the Consultant, it's Sub-contractors or Personnel, the Consultant shall have the right to terminate this Agreement after expiry of twelve (12) months from the Start Date.

### **2.7.3 Cessation of Rights and Obligations**

On termination of this Agreement pursuant to any part of Clause 2.7, or upon expiration of this Agreement pursuant to Clause 2.3, all rights and obligations of the Parties shall cease, except (i) rights and obligations that have accrued as of the date of termination or expiration, (ii) any right which a Party may have under the Applicable Law (iii) the indemnification obligations in Clauses 3.4 and 3.5 hereof.

### **2.7.4 Cessation of Services**

On termination of this Agreement pursuant to Clause 2.7, the Consultant shall, immediately on receipt/issue of notice to that effect, take all necessary steps to bring the Services to a close within seven (7) days of the receipt/issue of the notice in an orderly manner. Upon cessation of Services hereunder, the Consultant shall hand over to the IPDF all documents prepared directly by the Consultant or by any of its Subcontractors, whether in final or in draft form, for submission to third parties in connection with the Project on paper and electronic format, which for the avoidance of doubt, do not include research reports or other private material produced by the Consultant.

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

### **3.1 General**

#### **3.2.1 Scope of Work**

The Consultant shall perform the Services in accordance with the terms and conditions of this Agreement.

#### **3.2.2 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations under this Agreement with all reasonable due diligence, efficiency and economy, in accordance with generally accepted techniques and practices and shall observe sound management practices. The Consultant shall be under a duty of care and

always act, in respect of any matter relating to this Agreement or to the Services and shall at all times support and safeguard the IPDF's legitimate and proper interests in any dealings with Subcontractors, Personnel or Third Parties. The Consultant shall use its best efforts to ensure that any Subcontractors and Personnel shall be skilled and experienced and competent in their respective trades and professions and that their work shall conform with the standards applicable to the Consultant.

### **3.2 Conflict of Interests**

#### **3.2.1 Consultant not to Benefit from Commissions or Discounts**

The Consultant, as consideration for its work under this Agreement or the Services, will only be entitled to receive payments from IPDF as per Clause 6 hereunder, and neither the Consultant nor any person (natural or legal) associated with it shall accept for its benefit or otherwise any remuneration/consideration in the forms including but not limited to trade commission, discount, gifts, payments in kind or financial inducements whatsoever or similar payment in connection with activities pursuant to this Agreement or to the Services or the discharge of its obligations under this Agreement, and the Consultant shall use its reasonable efforts to ensure that any Sub-contractors, as well as the Personnel and agents of either of them shall neither for itself nor for the benefit of the Consultant receive any such additional remuneration.

#### **3.2.2 Prohibition of Conflicting Activities**

Subject to clause 3.2.3 below, during the subsistence of this Agreement, neither the Consultant nor its Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in and with respect to IPDF which would conflict with the activities assigned to them under this Agreement.

#### **3.2.3 Consultant not to provide other Services**

During the term of this Agreement, the Consultant, Sub-contractors, and the Personnel shall not provide similar services to the IPDF.

### **3.3 Confidentiality**

The Consultant shall not, during the term of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement, or the IPDF's business or operations (other than for the purposes of the Services) without the prior written consent of the IPDF, unless such disclosure is required by Applicable Law or regulation or such information is required for research purposes or has entered the public domain other than by a breach of this Agreement, or was already in public domain, or was already lawfully in the

possession of the Consultant at the time of such disclosure to them.

### **3.4 Indemnification of the IPDF by the Consultant**

The Consultant shall indemnify and hold harmless the IPDF against all losses, claims, damages or liabilities to which the IPDF may become liable only to the extent, that such losses, claims, damages or liabilities arise out of any act or omission by the Consultant relating to the Services, provided that the Consultant shall not be liable for indirect or consequential losses or damages.

### **3.5 Indemnification of the Consultant by the IPDF**

IPDF shall indemnify the Consultant and hold it harmless against all losses, claims, damages or liabilities to which Consultant may become liable only to the extent that such losses, claims, damages or liabilities arise out of any act or omission of the IPDF relating to this Agreement and the information to be provided to the Consultant in terms of this Agreement, provided that IPDF shall not be liable for indirect or consequential losses or damages.

### **3.6 Insurance**

In the event the Consultant receives any claim for damages/compensation in respect of the services for which it seeks indemnification from IPDF in terms of Clause 3.5 herein then the Consultant shall first seek settlement from its insurers, if any, for satisfaction of such claims before resorting to the IPDF for purposes of indemnification.

### **3.7 Consultant Actions requiring IPDF's prior Approval**

The Consultant shall obtain the IPDF's prior approval in writing before:

- (i) Entering into a subcontract for the performance of any part of the Services.
- (ii) Termination of a subcontract for the non-performance of any part of the Services.

Provided that approval by the IPDF hereunder shall not relieve the Consultant of their obligations under this Agreement.

### **3.8 Accounting, Inspection and Auditing**

The Consultant shall keep accurate and systematic accounts and records regarding the Services and the Project, which records a duly authorized representative of the IPDF shall be entitled to inspect and make copies thereof, as and when required during the pendency of this Agreement and for the one year from the expiry or termination of this Agreement, provided that the modalities of conducting such audit/inspection are agreed in advance with the Consultant.

#### **4. CONSULTANT'S AND SUBCONTRACTORS' PERSONNEL**

##### **4.1 General**

The Consultant shall employ and provide qualified and experienced Personnel to carry out the Services. The IPDF and the Consultant have agreed that the following senior Personnel shall form the core team:

The Project Team Leader, Mr/Ms. \_\_\_\_\_, shall be on first call to the IPDF and CDGG throughout the period of the Project, subject only to personal holidays and personal emergencies, when Mr/Ms. \_\_\_\_\_ shall be available in his/her place.

##### **4.2 Approval of Personnel**

All Personnel of the Consultant and the Subcontractors and any other personnel that may be employed during the course of the project will be subject to normal security clearances where so required by IPDF.

##### **4.3 Removal and Replacement of Personnel**

- (a) If, for any reason, it becomes necessary to replace any of the senior Personnel or any Subcontractor after the Effective Date, the Consultant shall forthwith provide as a replacement a person or Subcontractor of equivalent qualifications, whose curriculum vitae or resume the Consultant shall submit to the IPDF for review and approval and whom the IPDF may if it so desires call for an interview at the cost and expense of the Consultant. If the IPDF does not object in writing within seven (7) days from the date of receipt of the curriculum vitae or interview, that person or subcontractor shall be deemed to have been approved by the IPDF.
- (b) If the IPDF (i) finds that any of the Personnel or Subcontractors has committed misconduct as ascertained by IPDF in its discretion or has been charged with having committed an offence or a wrong or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel or Subcontractors, or (iii) finds that any of the Personnel or Subcontractors has misrepresented with respect to its qualifications, expertise and resources then the Consultant shall, at the IPDF's written request, immediately remove the respective Personnel or Subcontractors from this Agreement and provide a replacement with qualifications and experience reasonably acceptable to the IPDF subject to the same terms and conditions specified in Clause 4.3 (a).

## **5. OBLIGATIONS OF THE IPDF**

### **5.1 Assistance and Exemptions**

The IPDF shall use its best efforts, where such efforts are specifically requested stating the reasons for IPDF assistance, to ensure that the IPDF issues to its officials, agents and representatives all such instructions as may be specified by the Consultant as being necessary or appropriate for the prompt and effective implementation of the Services.

### **5.2 Access to Information and Decisions**

- (a) The IPDF will co-operate with the Consultant and will endeavor to furnish the Consultant with all such information and data concerning PCC which the Consultant may require in connection with the performance of the Services. The IPDF will provide the Consultant with access to CDGG's officers and employees and to such other information and reports as the Consultant may reasonably require. The IPDF will use its best efforts to ensure that all such information (including expressions of opinions) or documentation as is provided to the Consultant is complete, true, fair, accurate and not misleading and that there are no omissions which could be material. In the event, during the course of the Consultant's engagement under this Agreement, the IPDF subsequently discovers something, which renders any such information untrue, unfair, inaccurate or misleading it will notify the Consultant at once.
- (b) The IPDF shall use its best efforts to ensure that, where co-operation is required from, or decisions need to be taken or approvals given by the IPDF or CDGG in the course of the Study, that co-operation will be promptly given and these decisions or approvals will not be unreasonably withheld or delayed.
- (c) The IPDF acknowledges and agrees that, in rendering the Services hereunder; the Consultant will be using and relying on the information supplied to them by the IPDF.

### **5.3 Road shows**

The IPDF shall ensure that the road shows, marketing, fact finding and other related activities are attended by the IPDF representatives and CDGG employees of an appropriately senior position to be agreed with the Consultant prior to the start of the road shows, marketing, fact finding and other related activities.

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

### **6.1 Currency of Payment**

All payments to the Consultant for the Services shall be in Pak Rupees and shall be subject to deduction of applicable taxes, if any.

### **6.3 Mode of Billing and Payment**

Payments in respect of the Services shall be made within 14 days of receipt of original invoices as follows:

- (a) The Consultancy Fee shall be paid on milestone basis as identified in Appendix A - based on the submission of deliverables by the Consultant as required in the Terms of Reference and following acceptance of the same by the Client.
- (b) All payments under this Agreement shall be made to the account of the Consultant as follows:

[Bank account details]

## **7. FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

### **7.2 Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties agree that it is their intention that this Agreement shall operate fairly between them, and without detriment to the interest of either of them and that if, during the term of this Agreement, either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Arbitration**

The Parties agree that in the event of any dispute between them arising out of this Agreement or any matter related thereto or connected herewith, they shall endeavor to settle the same in an amicable manner. Should they fail to arrive at an amicable settlement, they shall refer the matter to arbitration at Islamabad in accordance with the Arbitration Act, 1940, or any amendment or enactment hereof. Arbitration as aforesaid shall be condition precedent to any other action under law.

## **8.2 Courts having jurisdiction**

The Parties agree that the Courts at Islamabad shall have jurisdiction with respect to any litigation arising out of this Agreement.

## **9. ADDITIONAL COVENANTS**

### **9.1 Publicity**

The Consultant shall ensure that any publicity, press releases, advertisements and publications and public statements concerning the Services, the Project and the Agreement shall be in consultation with, approved in writing in advance by the IPDF before release by the Consultant, its Subcontractors and Personnel.

### **9.2 Waivers**

Time shall be of the essence of the Agreement. No failure or delay of either Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

### **9.3 Severability**

Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

### **9.4 Originals**

This Agreement is being executed in two originals, one each to be retained by the Consultant and the IPDF.

IN WITNESS OF WHICH the Parties have caused this Agreement to be signed as of the day and year first above written.



**FOR AND ON BEHALF OF THE IPDF**

**FOR AND ON BEHALF OF THE CONSULTANT**

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**CONDITIONS  
FOR REQUEST FOR PROPOSALS FOR CONSULTANCY SERVICES  
FOR  
CONDUCTING STUDY RELATING TO TRAFFIC PROBLEMS IN THE CITY  
OF GUJRWANWALA  
UNDER  
PUBLIC PRIVATE PARTNERSHIP**

## **CONDITIONS**

1. IPDF shall have the right at all times to:
  - Cancel the process for selection of Consultant
  - Vary any of the terms set out in the RFP or any of the Annexes and Appendices thereto
  - Reject any Proposal not delivered in the prescribed format and at the prescribed venue at the prescribed time
  
2. The Consultant shall protect and defend unconditionally as well as indemnify and hold IPDF, or any other relevant government body/agency, its employees, directors, officers and agents free and harmless from and against any and all liability, losses, claims, liens, demands, damages against any and all causes of action of every kind and character, including without limitation any judgments, penalties, interest, court costs and any legal fees incurred in enforcing this indemnity, arising under this Agreement. IPDF makes no representation, covenants, warrants or guarantees, express or implied, other than those expressly set forth in this Agreement. In no case shall IPDF be liable for contingent or consequential, special or indirect damages.

APPENDIX A

INDICATIVE PAYMENT SCHEDULE

The Retainer Fee Payment Schedule (Payment to be made in Pak. Rupees):

Indicative Milestones	Percentage of Full Contract Price
<b>Phase 1</b>	
Signing of Agreement for Consultancy Services	5
Submission of Inception Report	5
Submission and acceptance of Draft Traffic Management Study Report	40
Submission and acceptance of Final Traffic Management Study Report	50
<b>Total</b>	<b>100</b>