

REQUEST FOR PROPOSAL

RFP No. 48863-17032026-02

Hiring of Consultancy Services

Procuring Agency: Information Technology University of Punjab, Lahore

Project Titled: Procurement of Services of Consultancy Firms for Engineering Design & Supervision of Academic Block at ITU main Campus Barki Road Lahore.



INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNJAB

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Section 1. Letter of Invitation

Procurement of Services of Consultancy Firms for Engineering Design & Supervision of Academic Block at ITU main Campus Barki Road Lahore.

1. Consultancy firms are invited to participate for bidding in provision of consultancy services of Complete Engineering Design and Top Supervision, etc., registered with relevant Registration Authorities i.e. Pakistan Engineering Council (PEC), Tax Departments / Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) and also registered on e-Procurement Systems (EPADS). The E-bids shall be received as per **Single Stage - Two Envelope Procedures**.
2. All E-bids must be accompanied by Bid Security (Earnest Money), as per provisions of this tender document clause “Bid Security” in favor of “**Information Technology University**”. Original Bid Security Instrument must be submitted in an envelope clearly marked with the Bidding Document Number and Title at ITU-Procurement Office, “6th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozpur Road, Lahore”, before the last date and time for E-bid Submission.
3. The complete bid as required under this tender document, must be submitted **online on e-Procurement System (EPADS) website i.e.**
4. <https://punjab.eprocure.gov.pk> as per the following schedule:

E-bid Submission Date & Time	08th June, 2026 @ 03:00 PM
E-bid Opening Date & Time	08th June, 2026 @ 03:30 PM

5. Consultancy firms are advised to ensure the uploading of Bids on **E-PADS Portal**, well before the submission deadline and not wait for the last date and time to upload the bid. Late E-bids shall not be considered and shall be rejected. Bid submission on E-PADS portal shall entirely be the responsibility of the bidders. ITU shall not be responsible for any issues thereof. For any assistance regarding E-PADS Portal, the bidders may contact on system support email and phone numbers as provided on the website of the authority.
6. Bidding Documents are immediately available after date of publication. Information Technology University will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or uploading of E-bids.
7. Bids shall be publicly opened in the Committee Room of Information Technology University, 6th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, on scheduled date and time. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from ITU’s website <https://itu.edu.pk/tenders>, and PPRA’s website <http://ppra.punjab.gov.pk>.
8. Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods /Services must be received in writing to the Purchaser till the time and date specified in EPADS for clarification. Any query

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received after said date may not be entertained. All queries shall be responded to within due time. ITU will host a Q&A session at ITU premises (6th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore). All Bidders shall be informed of the date and time in advance.

- 9.** The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “Determination of Responsiveness of Bid” and “Rejection / Acceptance of the Tender” for making their bids substantially responsive to the requirements of the Bidding Document.
- 10.** It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 11.** It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.
- 12.** The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

Section 2. Instructions to Consultants and Data Sheet

[“Notes to the Procuring Agency”: This Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Authority and not inconsistent with PPR-14, to address respective project or particular procurement issues, to supplement, but not override, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the Procuring Agency” should be deleted from the final RFP issued to the shortlisted Consultants/ eligible Consultants].

A. General Provisions

1. Definitions	<ul style="list-style-type: none">(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with, the Consultant.(b) “Applicable Law” means the laws and any other instruments having the force of law in the jurisdiction of the province of Punjab, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.(c) “Consultant” means individual consultant, a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.(d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).(e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to override, the provisions of the ITC.(f) “Day” means a calendar day.(g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant/ Sub-Contractor or Joint Venture/ Consortium member(s).(h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.(i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.(j) “ITC” (Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.(k) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the Procuring Agency to the shortlisted Consultants.(l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.(m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
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	<p>(n) “RFP” means the Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the STANDARD RFP.</p> <p>(o) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(p) “STANDARD RFP” means the Standard Request For Proposal, which must be used by the Procuring Agency as the basis for the preparation of the RFP.</p> <p>(q) “Sub-Consultant” means an entity to whom the Consultant intends to sub-contract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.</p> <p>(r) “TORs” (Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.</p>
2. Introduction	<p>2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.4 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p>
3. Conflict of Interest	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting Activities	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>

b. Conflicting Assignments	(ii) <u>Conflict among consulting assignments</u> : a Consultant (including its Experts and Sub-Contractors) 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 for the same or for another Procuring Agency.
c. Conflicting Relationships	(iii) <u>Relationship with the Procuring Agency's staff</u> : a Consultant (including its Experts and Sub-Contractors) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the 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 Authority throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt Practices	5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt practices as set forth in Section 6. 5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-Contractors, sub-Contractors, Consultants, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and Contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
6. Eligibility	6.1 Unless stated otherwise in the Data Sheet, The Procuring Agency permits Consultants (individuals and firms, including Joint Ventures, Consortium and their individual members from all countries (which fulfill the required criteria and registered with relevant authorities) except (countries to mentioned as per policy of the government) to offer consulting services for the project. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture/ Consortium members, Sub-Contractors, agents (declared or not), sub-Contractors, Consultants, suppliers and/or their employees meet the eligibility requirements. 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
a. Sanctions	6.3.1 A firm or a Consultant declared blacklisted by the Procuring Agency or the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a Contract, during such period of time as determined in the Blacklisting Order or determined by the Authority whichever is later. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	6.3.2 Firms and Consultants of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).

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c. Restrictions for Government-Owned Enterprises	6.3.3 Government-owned enterprises or institutions shall also be eligible as per provisions of PPR-14.
d. Restrictions for Public Employees	6.3.4 Government officials and civil servants are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government. However, they are eligible if they: (i) are on leave, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave, resigning, or retiring (in case of resignation or retirement, a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer, should pass before working as Consultants for the same agency); and (iii) would not create a conflict of interest if hired.
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet .
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . 10.2 If specified in the Data Sheet , the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Contract, the Procuring Regulatory Framework regarding corrupt practices. 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture/ Consortium) shall submit only one Proposal, either in its own name or as part of a Joint Venture/ Consortium in another Proposal. If a Consultant, including any Joint Venture / Consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This condition also applies on a Sub-Consultant, or the Consultant's staff, Key Experts and Non-Key Experts not to associate with more than one Consultant.

<p>12. a. Proposal Validity</p>	<p>12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p> <p>12.4 The Proposal Securing Declaration/Bid Security [to be decided by the procuring agency] is required to protect the Procuring Agency against the risk</p>
	<p>of Consultant’s conduct which would warrant the Consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.</p> <p>12.5 Any Proposal not accompanied by a Proposal Securing Declaration/Bid Security [to be decided by the procuring agency] shall be rejected by the Procuring Agency as non-responsive.</p> <p>12.6 The Proposal Securing Declaration/Bid Security [to be decided by the procuring agency] of a Joint Venture/ Consortium must be in the name of the Joint Venture/ Consortium submitting the Proposal.</p>
<p>b. Performance Security</p>	<p>12.7 The successful Consultant’s Proposal Securing Declaration /Bid Security [to be decided by the procuring agency] will be discharged upon signing of the Contract with the Successful Consultant, and furnishing the performance security in accordance with Rule-56 of PPR-14 as specified in Data Sheet.</p> <p>12.8 A Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration/Bid Security [to be decided by the procuring agency]:</p> <ul style="list-style-type: none"> (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the Contract, or (ii) furnish the required performance security
<p>c. Extension of Validity Period</p>	<p>12.9 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the Procuring Agency) after recording the reason(s) in writing. Such extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period or 180 days whichever is more. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period.</p> <p>12.10 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.11 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>

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d. Substitution of Key Experts at Validity Extension	<p>12.12 If any of the Key Experts become unavailable for the extended validity period or during the continuation of consultancy services, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. Finally, the Procuring Agency shall decide whether to accept the substitute or otherwise. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.13 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p>
e. Sub-Contracting	12.14 The Consultant shall not sub-contract the whole of the Services.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP to be received by the Procuring Agency at least three (03) days before the Proposals' submission deadline. Any request for clarification must be sent in writing, or

	<p>by standard electronic means, to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, or by standard electronic means, and will send the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, but not later than three (03) Working Days prior to the Proposals' submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing, or by standard electronic means.</p> <p>13.1.2 If the amendment is substantial, the Procuring Agency may extend the Proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant who has already submitted the Proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP or even otherwise at any time prior to the Proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
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14. Preparation of Proposals	<p>14.1 An Association (Joint Venture/ Consortium or Sub-Contractors) will only be allowed if expressly mentioned in the Expression of Interest or the RFP, as the case may be.</p> <p>14.2 The Procuring Agency has indicated in the Data Sheet whether the Contract would be “Lump Sum Contract” [in which the content, duration of the services and the required output are unambiguously defined]; “Time Based Contract” [when it is difficult to define the scope and the length of services]; “Hourly or Daily Rates Contracts” [for small projects, especially when the assignment is for less than a month]; and any other, based on combination of the above. The method to be used for selection of Consultant is also mentioned in the Data Sheet [The Procuring Agency may use any method for selection of Consultant: Least Cost Selection (LCS), Quality and Cost Based Selection (QCBS) or Quality Based Selection (QBS), provided if any method is used other than LCS, reasons in writing may be recorded].</p> <p>14.3 For assignments under the “lump sum Contracts”, total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget. For time based Contracts, input time for the key experts may also be indicated. [to be decided by the procuring agency as per requirement]</p> <p>14.4 A Procuring Agency may specify any other requirement related to the assignment or Contract, where required, not contrary to the PPR-14.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.3 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
16. Financial Proposal	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the</p>

	<p>assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet. [to be decided by the procuring agency as per requirement]</p>
a. Taxes	<p>16.2 The Consultant and its Sub-Contractors and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency’s country is provided in the Data Sheet.</p>
b. Currency of Proposal	<p>16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.</p>
c. Currency of Payment	<p>16.4 Payment under the Contract shall be made in the currency or currencies in which the consultant is required to submit the financial proposal [to be decided by the procuring agency].</p>
C. Submission, Opening and Evaluation	

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture / Consortium shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. In case of foreign bidder, who is part of the consortium or submitted its proposal independently, the authorized person of the bidder should submit its power of attorney duly attested by the foreign office. [Details of attestation to be mentioned by the procuring agency]

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", for "[Name of the Assignment] ", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the

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	<p>name of the assignment, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency may reject the proposal and will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
18. Confidentiality	<p>18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procuring Agency on any matter related to the selection process, it should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored, until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals, the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture / Consortium, the name of the Joint Venture/ Consortium, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
21. Evaluation of Technical Proposals	<p>21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, 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</p>

	not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet .
22. Financial Proposals for QBS	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed. In case of failure to sign the contract with the highest ranked bidder provision of Rule-53(2) of PPR-14 may be invoked and procuring agency may proceed with next highest ranked bidder.</p>
23. Public Opening of Financial Proposals (for QCBS and LCS methods)	<p>23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the Consultant along with the technical scores. The Financial Proposals of non-responsive Consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals.</p>
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based Contract form is included in the RFP, in case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's 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.
b. Lump-Sum Contracts	24.2 If a Lump-Sum Contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. [Details to be provided by the procuring agency]
25. Taxes	25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall include applicable taxes and duties in accordance with the instructions in the Data Sheet as the same are constant for all. However,

	complete list of all taxes, direct and indirect, be made part of the Contract for ready reference and, later on, deduction from the remunerations to deposit with relevant tax authorities.
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Quality-Based Selection (QBS)	27.2 In the case of QBS, full weightage is given to Technical Proposal only. The Consultant obtaining highest marks in technical evaluation is selected and invited for negotiations, as per rule 53 of PPR-14.
c. Least-Cost Selection	27.3 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum required technical score, and invite such Consultant to negotiate the Contract.
D. Negotiations and Award	
28. Negotiations	28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.
a. Availability of Key Experts	28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency may proceed to negotiate the Contract with the next-ranked Consultant. 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical negotiations	28.5 The negotiations include discussions on the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the Contract, so that the quality of the final product, or the relevance of the initial evaluation may not affect.
c. Financial Negotiations	28.6 Cost may be reduced, as per rule 53 of PPR-14, and it may also include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.
29. Conclusion of Negotiations	29.1 The negotiations are concluded with a review of the finalized draft Contract, which shall then be initialed by the Procuring Agency and the Consultant's authorized representative.

	<p>29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate the Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.</p> <p>29.3 <u>Grievance Period:</u> The contract shall not be awarded earlier than the expiry of the Grievance Period. The Grievance period shall be ten (10) days. The Grievance period commences the day after the date the client has transmitted to each consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract.</p> <p>29.4 <u>Notification of Intention to Award:</u> The client shall send to the Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> i. the name and address of the Consultant with whom the client successfully negotiated a contract; ii. the contract price of the successful proposal; iii. the names of all consultants included in the short list, indicating those that submitted proposals; iv. where the selection method requires, the price offered by each consultant as read out and as evaluated; v. the overall technical scores and scores assigned for each criterion and sub-criterion to each consultant; vi. the final combined scores and the final ranking of the consultants; vii. a statement of the reason(s) why the recipient's proposal was unsuccessful, unless the combined score in (f) above already reveals the reason; viii. Instruction on how to request a debriefing and/or submit a complaint during the Grievance period. <p>29.5 <u>Notification of Award:</u> Upon expiry of the grievance period and upon satisfactorily addressing any complaint that has been filed within that period, the client shall, send a notification of award to the successful consultant, confirming the client's intention to award the contract to the successful consultant and requesting the successful consultant to sign and return the draft negotiated contract after receipt of such notification.</p>
<p>30. Bid Security [if applicable]</p>	<p>30.1 [The procuring agency may decide to demand bid security from 0 to 5% of the estimated price along with the proposal to be submitted by consultant.]</p> <p>30.2 [if the Procuring Agency decides to receive bid security it shall provide complete details regarding receipt and released of bid security in this clause as well as in Data Sheet and shall also harmonized the same with ITC 12.4 to 12.6 e.g. as follows:</p> <ul style="list-style-type: none"> • Bid security should have submitted with technical proposal. • Release of bid security of unsuccessful bidders should be after publication of evaluation. etc. etc.]
<p>31. Stamp Duty</p>	<p>31.1 Successful consultant shall be required to submit Stamp duty under stamp duty act 1899 for signing of contract as specified in Data Sheet.</p>

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
2.1	Name of the Procuring Agency: <u>Information Technology University of the Punjab, Lahore</u> <hr/> Method of Selection: Quality & Cost Based Selection (QCBS)
2.2	Financial Proposal is to be submitted and uploaded in separate envelope as per the Single Stage Two Envelop Bidding Procedure The name of the assignment is: <i>Procurement of Services of Consultancy Firms for Engineering Design & Supervision of Academic Block at ITU main Campus Barki Road Lahore.</i>
2.3	A Pre-Proposal conference/meeting will be held: Yes The date and time of meeting will be communicated as and when required. Address: Office of the Project Director, Information Technology University of Punjab, Lahore, located at 6 th floor ASTP Ferozpur Road Lahore Telephone: 042-99046029-30 E-mail: procurement@itu.edu.pk , ow@itu.edu.pk
2.4	The Procuring Agency will provide the inputs, project data, reports, etc. to facilitate the preparation of the Proposals (if required): <u>Yes</u>
4.1	[If “Unfair Competitive Advantage” applies to the selection, explain how it is mitigated, including listing the reports, information, documents, etc. and indicating the sources where these can be downloaded or obtained by the shortlisted Consultants] Not Applicable.
6.3.1	A list of debarred firms and individuals is available at the PPRA website: PPRA.punjab.gov.pk
B. Preparation of Proposals	
9.1	The language of the Bid is English.
10.1	The Proposal shall comprise the following: <u>TECHNICAL PROPOSAL:</u> 1st Inner Envelope with the Technical Proposal: <ul style="list-style-type: none">(1) Power of Attorney to sign the Proposal(2) TECH-1(3) TECH-2(4) TECH-3(5) TECH-4(6) TECH-6(7) TECH-7

	<p>Financial Proposal:</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required Yes and should be included in paragraph (e) Form TECH-1.</p>
11.1	<p>Association of Sub-Contractors, Key Experts and Non-Key Experts with more than one Consultant in a Proposal is not permissible.</p>
12.1	<p>Proposals shall be valid until 120 days after the submission deadline.</p>
12.7 & 12.8	<p>The successful consultant shall be under an obligation to submit performance security @ 5% within 07 days from the issuance of Letter of Intent.</p>
13.1	<p>Clarifications may be requested not later than [07] days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: <u>Admin Office (ITU Lahore)</u> Address: Office of the Project Director, Information Technology University of Punjab, Lahore, located at 6th floor ASTP Ferozpur Road Lahore Telephone: <u>042-99046029-30</u> E-mail: procurement@itu.edu.pk, ow@itu.edu.pk</p>
14.1	<p>Shortlisted and not-shortlisted other Consultants cannot associate with the bidding Consultants after submission of the Proposals to the Procuring Agency.</p>
14.4 and 27.2	<p>The total budget available for this assignment is: Rs. 4.00 Million (inclusive of all taxes). Proposals exceeding the total available budget will be rejected.</p>
15.2	<p>The format of the Technical Proposal to be submitted is: As per attached Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>Should be included in Fin Forms: As per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services (as per Govt. of the Punjab rates);</p> <ol style="list-style-type: none"> (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Procuring Agency; (7) other allowances where applicable and provisional or fixed sums (if applicable).

16.2	<p>A price adjustment provision, especially w.r.t changes in taxes/ rates/ fees/ duties if any, applies to remuneration rates or lump sum price: will NOT affect the remuneration rates / lump-sum price.</p>
16.2 & 16.3	<p>[If there is no tax exemption in the Procuring Agency’s country, insert the following: “Information on the Consultant’s tax obligations can be found www.fbr.gov.pk and www.pra.punjab.gov.pk/</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: Pakistani Rupee (PKR). The Financial Proposal should state local costs in the Procuring Agency’s country currency (local currency): Yes</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants must upload their complete technical & financial proposals electronically. EPADS Punjab.</p>
17.4	<p>The Consultant must submit: (a) Technical Proposal: In Electronic Form (on EPADS) on or before submission deadline on below mentioned address. (b) Financial Proposal: In Electronic Form (on EPADS) on or before submission deadline on below mentioned. (c) Bid Security amounting Rs.80,000/- in shape of original CDR should be submitted on or before submission deadline on in separate envelope. address. Procurement Office, ITU, Address: Information Technology University of Punjab, Lahore, located at 6th floor ASTP Ferozpur Road Lahore Telephone: 042-99046029-30 E-mail: procurement@itu.edu.pk, oew@itu.edu.pk</p>
17.7 and 17.9	<p>The Proposals must be submitted not later than: Date: 08-06-2026 Closing Time: 03:00 PM Proposals Opening Time: 03:30 PM Address for the participants who wants to join: Information Technology University of Punjab, Lahore Address: Meeting Room, Admin Office, Information Technology University of Punjab, Lahore, located at 6th floor ASTP Ferozpur Road Lahore Telephone: 042-99046029-30 E-mail: procurement@itu.edu.pk, oew@itu.edu.pk</p>
19.1	<p>The online opening procedure shall be on EPADS. The opening shall take place at: Meeting Room, Information Technology University of Punjab, Lahore Date: same as the submission deadline indicated in 17.7.</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: Name of Consultancy Firms & Amount of Bid Security.</p>

21.1

1. Technical Evaluation Criteria

Evaluation Method

- **Quality & Cost Based Selection (QCBS)** under PPRA Rules 2014 Clause 45(3).
- **Technical Weightage: 80%**
- **Financial Weightage: 20%**

Minimum Passing Criteria

- Minimum overall **technical score: 70 marks**
- **50% marks required in each individual component**

Technical Marks Formula

Technical proposal = $((A1 + A2 + A3) \times 80) / 100$

A1 - Company profile

S. No.	Criteria	Maximum Marks
1	Number of similar assignments (completed)	20
2	Number of similar assignments (in-hand)	10
3	Financial Capability	10
	Total Marks	40

Number of similar assignments (Completed)

Minimum two and maximum four complete design of Buildings (Structural, Architectural, MEP, HVAC, and Interior Designing Land Spacing around Buildings) should have been accomplished in last 10 years, each carrying a maximum of 5 marks, with total maximum marks 20. To qualify for scoring, the projects must encompass covered area of at least 50,000 Sft each.

Number of similar assignments (in-hand)

At least one similar nature design projects (in hand) each carrying a maximum of 5 marks, with total maximum marks 10. To qualify for scoring, the projects must encompass covered area of at least 50,000 Sft.

Audit Reports/income tax Returns

10 marks for firms who have shown net income over 15 Million in last three years, 6 marks for those with net 10 Million and 4 for those with net 07 Million.

A2 - Project Design/ Supervision Team

1. Qualification:

Project team considered for evaluation purpose will comprise of as under

S. No.	Criteria	Maximum Marks
1	Qualification	08
2	Experience of personnel	08
3	Registration	04
	Total Marks	20

- a. Team Leader / Project Manager 2 Marks
- b. Structural Engineer 2 Marks
- c. Senior Architect 1 Mark
- d. MEP Engineer 1 Mark
- e. 3D visualizer 1 Mark
- f. Senior Draftsman / Quantity Surveyor /Supervisor 1 Mark

i) Team Leader / Project Manager

- a) Team Leader - Qualified MSc Civil with specialization in Structural Engineering, Professional Engineer (Civil) of PEC in good standing having 15 years or above of total experience of working on similar building projects of which 5 years must be as a team leader.
- b) Having 05 years or above of experience of working with existing firm on similar building projects of which 3 years must be as a team leader.

ii) Structural Engineer

- a) MSc in Structural Engineering – Professional Engineer (Civil) of PEC in good standing
- b) Having 5 years or above of total experience of working on similar building projects.

iii) Senior Architect

- a) B Architecture degree- member of PCATP
- b) Having 5 years or above of total experience of working on similar building project

iv) MEP Engineer

- c) MSc degree in Electrical/Mechanical engineering- Registered Engineer of PEC
- d) Having 3 years or above of total experience of working on similar building project

v) **3D Visualizer**

- e) BSc degree in Interior Designing
- f) Having 3 years or above of total experience of working on similar building project

i) **Senior Draftsman/Quantity Surveyor/ Site Supervisor**

- g) Associate Diploma of Engineering in Civil
- h) Having 3 years or above of total experience of working on similar building project

2. Experience of personnel

The firm will be granted two marks for team leader with 5 years and above experience as team leader, Two marks for Structural Engineer with 5 years and above experience, one mark for senior architect with 5 years and above experience, and one mark for each team member having 3 years or above experience for MEP engineer, 3D Visualizer, and Senior Draftsman/ Quantity Surveyor.

3. Registration

Each Qualified member of PEC for Engineer, PCATP for architect in good standing, will be awarded one mark, and the firm can receive a maximum of four marks based on the number of affiliated Engineers/Architects.

A3 - Approach & Methodology (40) Marks

The Committee will evaluate and assign the points based on proposed approach and methodology to the subject work. Each participating firm is required to submit a comprehensive feasibility as per the guidelines presented below. **The Committee may call the individuals/firms for a presentation. The decision of the Committee shall be considered final on this component. This section will cover following aspects but not limited to.**

1. Design concept/theme
2. Space lining
3. Presentations/ visualization
4. Esthetic design presentation
5. Optimal design and Cost Reduction plan
6. Method of execution and quality control measures
7. Level of identification of potential risks that will affect the execution of the assignment.

For Financial Proposal (Annex Attached)

11. Your financial proposal for remuneration should be based on **lump sum cost** inclusive all taxes (Federal and Provincial) in terms of design & supervision fee separately and must be supported by all the relevant details / documents.

- The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.
- The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:
- $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.
- The weights given to the Technical (T) and Financial (P) Proposals are:
 $T = 80\%$ /weight, and
 $P = 20\%$ / weight
- Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:
- $S = St \times T\% + Sf \times P\%$.

Final Score overall (S) = St x T% + Sf x P%.

25.1	Financial Proposal shall include all applicable taxes, which includes Income Tax and Sales Tax or any other application taxes. The Procuring Agency shall act as a withholding agent as required by Income Tax Ordinance, as enforced.
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which “SF” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% /weight, and P = 20% / weight</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
D. Negotiations and Award	
28.1	<p>Expected date and address for Contract negotiations: The date and time will be communicated as and when required.</p> <p>Address: Meeting Room, Information Technology University of Punjab, Lahore located at 6th Floor, ASTP Lahore</p>
29.1	<p>The publication of the Contract award information following the completion of the Contract negotiations and Contract signing will be done as following: www.ppra.punjab.gov.pk</p> <p>The publication will be done within 05 days after the Contract signing.</p>
30.1, 12.4, 12.5 & 12.6 [if applicable]	<p>Bid Security amounting Rs.80,000/- should be in the form of a CDR in favor of “Information Technology University of Punjab, Lahore” valid for bid validity period and will be submitted in original in separate envelope on or before deadline in the office of Procurement, ITU. University FTN # is 9020022-6</p>
31.1	<p>Successful consultant shall be required to submit Stamp duty (under Stamp Duty Act 1899) within 05 days of the demand by the procuring agency for signing of contract.</p>

Section 3. Technical Proposal – Standard Forms

[Notes to Consultant shown in brackets [] throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.]

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√		TECH-1	Technical Proposal Submission Form.	
“√” If applicable		TECH-1 Attachment	If the Proposal is submitted by a Joint Venture/ Consortium, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture/ Consortium, several forms are not required: a power of attorney for the authorized representative of each member, and a power of attorney for the representative of the lead member to represent all members	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	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 Procuring Agency.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
			Work Schedule and Planning for Deliverables	
√		TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
√		TECH-7	Affidavit	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

[Name and address of Procuring Agency]

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. [Select appropriate wording depending on the selection method stated in the RFP] We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope [or, if only a Technical Proposal is invited] We are hereby submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.

{If the Consultant is a Joint Venture/ Consortium, insert the following:} We are submitting our Proposal a Joint Venture/ Consortium with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy of the JV/ Consortium agreement signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said Joint Venture/ Consortium.

OR

{If the Consultant's Proposal includes Sub-Contractors, insert the following:} We are submitting our Proposal with the following firms as Sub-Contractors: {Insert a list with full name and address of each Sub-Consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until {insert day, month and year in accordance with ITC 12.1}.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) [Only if required in ITC10.2 (Data Sheet 10.2), include the following:] In competing for and, if the award is made to us, in executing the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Province of the Procuring Agency.
- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

Request For Proposal

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant {Company's name or JV's/ Consortium name}:

In the capacity of: _____

Address: _____

Contact information {phone and e-mail}: _____

{For a Joint Venture/ Consortium, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a Joint Venture/ Consortium, or sub-Contractors, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-Contractors who participated, the duration of the assignment, the Contract amount {total and, if it was done in a form of an Association (Joint Venture/ Consortium or a sub-Contractors), the amount paid to the Consultant}, and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a Joint Venture/ Consortium or sub-Contractors – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors etc, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally Contracted by Procuring Agencies as a company or was one of the Joint Venture/ Consortium partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-Contractors, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.
3. In case of JV/Sub-consultant, To asses firm's experience and financial capacity; % weightage shall be assigned to the lead firm whereas remaining ----- % to the partner firm(s) equally.

Request For Proposal

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Procuring Agency & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment	Number of Person-Months of Experts provided by the Firm	Names of Key Experts (Team Leader, Project Director/ Coordinator)
{e.g., Jan.20-- – Apr.20--}	{e.g., “Improvement quality of”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., PKR 1 mill/PKR 0.5 mil}	{e.g., Lead partner in a JV/ Consortium A&B&C}		
{e.g., Jan-May 20--}	{e.g., “Support to sub-national government” : drafted secondary level regulations on }	{e.g., municipality of, country}	{e.g., PKR0.2 mil/PKR 0.2 mil}	{e.g., sole Consultant}		

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

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

- a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team.}

{Please do not repeat/copy the TORs in here.}

Request For Proposal

[Note for Procuring Agency: add the environmental and social aspects to deliver the expected output(s), and the degree and detail of supervision structure for infrastructure Contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]

- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}



FORM TECH-6
WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Procuring Agency}													
D-2	{e.g., Deliverable #2.....}													
n														

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**FORM TECH-6
TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

No	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	{Team Leader}	{Home}	{2 month}	{1.0}	{1.0}									
			{Field}	{0.5 m}	{2.5}	{0}									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			{Home}												
			{Field}												
N-2															
n															
											Subtotal				
											Total				

- For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
 - Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Procuring Agency’s country or any other country outside the expert’s country of residence.
-  Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	
Nature of Input(Full Time / Intermittent)	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
{e.g., May 2005-present}	{e.g., Ministry of, advisor/Consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister}		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

**FORM TECH-7
(AFFIDAVIT)**

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Proposal]

Name: _____
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the RFP and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by procuring agency if the Procuring agency, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the [name of Procuring Agency] of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the [name of Procuring Agency]. The undersigned further affirms on behalf of the firm that:

- (i) The consultant is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with proposal are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/Rules.
- (iii) All the information is correct to the best of my knowledge and belief.
- (iv) *****omitted***

[Name of the Consultant] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of consultancy services contract i.e. lump sum/time based etc. and selection method i.e. least cost/QCBS/QBS]

Section 4. Financial Proposal - Standard Forms

{Notes to Consultant shown in brackets { } to provide guidance to the Consultant to prepare the 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 in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable expenses

**FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:

{Name and address of Procuring Agency}

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 amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding” all indirect local taxes in accordance with Clause 25.1 in the Data Sheet]. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, until [insert day, month and year in accordance with ITC 12.1].

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

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

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party 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: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a Joint Venture/ Consortium, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

FINANCIAL PROPOSAL FORM
SUMMARY OF COST

SR NO	DESCRIPTION	UNIT	COST OF FINANCIAL PROPOSAL (RS.)
1.	DESIGN FEE Design fee includes of all deliverable mentioned in consultancy services	LUMP SUM	Rs.
2.	SUPERVISION FEE Supervision fee includes of all deliverable mentioned in consultancy services. (Supervision fee Shall be for three years)	LUMP SUM	Rs.
Total Cost (Design + Supervision) (inclusive of all applicable taxes)			Rs.

Footnote:

1. Payments will be made in the currency (ies) expressed above (Reference to ITC).
2. Cost should be considered inclusive of all applicable provincial and federal taxes and will be deducted accordingly.

FORM FIN-3 BREAKDOWN OF REMUNERATION (Optional)

When used for Lump-Sum Contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at Contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Agency. This Form shall not be used as a basis for payments under Lump-Sum Contracts

A. Remuneration									
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}	Nationality and Firm name
Key Experts									
K-1			{Home}						
			{Field}						
K-2									
Non-Key Experts									
N-1			{Home}						
N-2			{Field}						
Total Costs									

Standard Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

{Name of Consultant}

Signature of Authorized Representative

Date

Name: _____

Title: _____

**CONSULTANT’S REPRESENTATIONS REGARDING COSTS AND CHARGES
(Model Form I) (Optional)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour (if applicable)	Proposed Fixed Rate per Working Month/Day/Hour (if applicable) ¹
Home Office									
Procuring Agency’s Country									

{* If more than one currency is used, use additional table(s), one for each currency}

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum Contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at Contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Agency. This form shall not be used as a basis for payments under Lump-Sum Contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{ Currency # 1- as in FIN-2 }	{ Currency # 2- as in FIN-2 }	{ Currency# 3- as in FIN-2 }	{Local Currency- as in FIN-2 }
___	{ e.g., Per diem allowances** }	{Day }		_____				
___	{ e.g., International flights }	{Ticket }		_____				
___	{ e.g., In/out airport transportation }	{Trip }						
	{ e.g., Communication costs between Insert place and Insert place }				_____			
	{ e.g., reproduction of reports }				_____			
	{ e.g., Office rent }				_____			
				_____			
	{ Training of the Procuring Agency’s personnel – if required in TOR }				_____			
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Agency can set up a ceiling as per Govt. of Punjab TA/ DA Policy.

Section 5. Eligible Countries

All the Consultants are allowed to participate in the subject procurement without regard to nationality, except Consultants of some nationality, prohibited in accordance with policy of the Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), Latest information may be confirmed from the relevant quarter.

Section 6. Corrupt Practices

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

[(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by 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 or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

17A. Blacklisting – (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

21. Blacklisting. – (1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show-cause notice shall contain:
 - (a) precise allegation, against the bidder or Contractor;
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.
4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.
7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
12. The Authority shall immediately publish the information and decision of blacklisting on its website.
13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for

personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.

- 14.** In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
- 15.** In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
- 16.** The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
- 17.** An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

Section 7. Terms of Reference

TERMS OF REFERENCE (TORs)

1. Technical Requirements for Services / Supervision

The **service provider** shall provide the following services:

Design Services

- Evaluate **bearing capacity** and submit report.
- Structural, Architectural, MEP, IT, HVAC design.
- Preparation of **tender and construction drawings**.
- **3D drawings and visualization**.
- Interior design and functional layout planning.
- Design of **fixtures, furniture and illumination systems**.
- External development works including **landscaping and greening**.
- Preparation of **estimates, BOQ, tender documents and specifications**.
- Preparation of **revised estimates and shop drawings**.
- Submission of **certificates, reports and clarifications when required**.
- Attendance in **relevant committee meetings of the University**.

Supervision Services

The service provider shall:

- Supervise construction activities to ensure compliance with **approved designs and standards**.
- Provide **inspection reports**.
- Verify **contractor bills**.
- Assist in **resolution of contractor claims**.
- Perform any task assigned by the **University Engineer / Project Director**.

Construction Supervision Phases

1. **Mobilization & Pre-Construction Phase**
 - Review contractor mobilization, construction methodology, work program and shop drawing schedule.
2. **Foundation & Sub-Structure Phase**
 - Site visits to review layout, excavation, foundations, raft/pile works and waterproofing.
3. **Super-Structure Phase**
 - Review columns, beams, slabs, staircases and structural frames.
4. **Architectural & Finishing Phase**
 - Review block work, plaster, flooring, ceilings, doors, windows and façade works.
5. **MEP Installation Phase**
 - Inspection of electrical, HVAC, plumbing, firefighting and data systems.
6. **Testing, Commissioning & Rectification Phase**

7. Completion & Handover Phase

- Final inspection, punch list verification and as-built drawings review.

8. Defects Liability Period

- Periodic visits for review of defects and corrective measures.

Additional Responsibilities

The service provider shall:

- Provide **resident supervision of Civil & Electrical works** through qualified engineers.
- Certify that works are executed according to **design, drawings and specifications**.
- Monitor contractor **setting-out of works**.
- Ensure compliance with **rules, regulations and contract conditions**.
- Certify **contractor bills** and confirm that works meet standards.
- Submit **reports, drawings and documents in digital format** (two copies).

Deliverables Timeline

- Design submission with complete BOQ **within 30 calendar days** after contract award.

Consultancy Duration

- **Design Services:** 6 months
- **Supervision Services:** 36 months

3. Payment Plan

1. Design Services (35% of Total Consultancy Fee)

Stage	Deliverable	% of Design Fee
1	Submission of detailed design and drawings	20%
2	Submission of engineer's cost estimate	10%
3	Submission of bidding documents	10%
4	Submission of bid evaluation report	10%
5	Submission of working drawings	30%
6	Issuance of completion certificate of the project	20%
	Total	100% of Design Fee (35% of total consultancy cost)

2. Top Supervision / Service Fee (65% of Total Consultancy Fee)

Supervision services will be paid over the **36-month construction period** based on project progress.

Phase	Construction Stage	% of Supervision Fee
1	Mobilization and Pre-Construction	5%
2	Foundation and Sub-Structure Works	15%
3	Super-Structure Construction	30%
4	Architectural Finishing Works	20%

Section 7. Terms of Reference

5	MEP Installation	15%
6	Testing, Commissioning and Rectification	10%
7	Completion, Final Inspection and Handover	5%
	Total	100% of Supervision Fee (65% of total consultancy cost)

3. Retention / Security

- **10% of each supervision payment** shall be retained as security.
- The retained amount shall be **released upon successful completion of the project and fulfillment of contractual obligations.**

4- PROFESSIONAL LIABILITY FOR RESIDENT TYPE CONSTRUCTION SUPERVISION:

Professional liability as it stands in the prevalent conduct and practice of Consulting Engineers prescribed by the PEC and provisions mentioned in Rule 54 of Punjab Procurement Rules 2014 issued by the Punjab Procurement Regularity Authority.

- i. The consultant selected and awarded a contract shall be liable for consequence of errors or omissions on the part of the consultant.
- ii. The extent of liability of the consultant shall form part of the contract and such liability shall not be less than remunerations nor it shall be more than twice the remunerations.
- iii. The procuring agency may demand insurance on part of the consultant to cover the liability of the consultant and necessary costs shall be borne by the consultant.
- iv. The consultant shall be held liable for all losses or damages suffered by the procuring agency on account of any misconduct by the consultant in performing the consulting services.

5- ROLE OF CLIENT AGENCY: -

The client will monitor that the consultant is performing the duties as outlined in the TORs. The final responsibility for the successful implementation of the contract agreement, in both technical and financial aspects.

Section 8. Conditions of Contract and Contract Forms

8.12 INTEGRITY PACT

(For the procurement of Rs. 10,000,000 and above)

Contract Number: _____

Contract Value: _____

Contract Title: _____

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

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

[Name of Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [Name of Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP. Notwithstanding any rights and remedies exercised by GOP in this regard,

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

Procuring Agency: Information Technology University
Signature: _____

Name of Consultant:
Signature: _____

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

[Loan/Credit/Grant/ ADP] No. _____

Contract No. _____

between

[Name of the Procuring Agency]

and

[Name of the Consultant]

Dated: _____

Form of Contract

LUMP-SUM

[Text in brackets [] in italics is for guidance purposes and should be deleted in the final text]

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the “Procuring Agency”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows:] “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture/ Consortium (name of the JV/ Consortium) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).

WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract, supplementing without violating the General Conditions;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E Code of Conduct (ES) ***[Note to Procuring Agency: to be included for supervision of infrastructure Contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]***

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Appendices: Appendix A; Appendix B; Appendix C; Appendix D and Appendix E ***[Note to Procuring Agency: to be included for supervision of infrastructure (such as Plant or Works) Contracts and for other consulting service where the social risks are substantial or***

high]; . Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Agency 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 as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture/ Consortium]*

[Authorized Representative of the Consultant – name and signature]

[For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture/ Consortium]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture/ Consortium]

[add signature blocks for each member if all are signing]