

**GOVERNMENT OF PAKISTAN
MINISTRY OF COMMUNICATION
NATIONAL HIGHWAY AUTHORITY**



**NATIONAL HIGHWAY DEVELOPMENT SECTOR
INVESTMENT PROGRAM**

**Request for Proposal for
Consultancy Services**

**Construction Supervision of Four Lane
Expressway from Faisalabad – Khanewal (E4)
184Km**

Financed under:

**ADB Loan 2400-PAK
(Pages 1-103)**

March 2009

**General Manager (P & CA), National Highway Authority
27 – Mauve Area, G-9/1, Islamabad, Pakistan**

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I. SECTION 1. LETTER OF INVITATION

March 05, 2009

All shortlisted Firms

Mr. /Ms _____

Subject: **Loan 2400-Pak, Consultancy Services for Construction Supervision of Four Lane Expressway from Faisalabad - Khanewal Section of E-4 (184Km)**

1. The Government of Pakistan (hereinafter called "Borrower") has applied for financing from the Asian Development Bank (ADB) (hereinafter called "loan") toward the cost of Four Lane Expressway from Faisalabad - Khanewal Section of E-4 (184Km). The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The Government of Pakistan through National Highway Authority (NHA) now invites proposal to provide the following consulting services: for Construction Supervision of Four Lane Expressway from Faisalabad - Khanewal Section of E-4 (184Km). More details on the services are provided in the Terms of Reference.
3. This RFP has been addressed to the following short listed Consultants:
 - (1) M/S Renardet S. A Ingenieurs Conseils (Switzerland) in association with M/s Khyber Consulting Associates (Peshawar), M/s Consulting Associates (Peshawar), M/s Techniques Consulting Engineers (Islamabad).
 - (2) M/s BOSPHORUS Technical Consulting Corporation (Turkey) in associated with M/s Associated Consulting Engineers – ACE (Lahore), M/s Associated Consultancy Centre (Pvt) Ltd., (Islamabad) and M/s A. A. Associates (Karachi).
 - (3) M/S SNC-LAVALIN International Inc. (SLII) (Canada) in association with M/s Nespak (Pvt) Ltd. (Lahore)
 - (4) M/s MINCONSULT SDN BHD (Malaysia) in association with M/s Engineering Associates (Karachi).
 - (5) M/s Lyon Associates Inc. (USA) in association with M/s Umer Munshi Associates (Karachi)
 - (6) M/s Ranhill SDN BHD (Malaysia)

It is not permissible to assign this invitation to any other firm.

Section 1 – Letter of Invitation

4. A firm will be selected under QCBS (Quality & Cost Based Selection) and procedures described in this RFP, in accordance with the policies of the ADB detailed in the *Guidelines* which can be found at the following website:
www.adb.org/Documents/Guidelines/Consulting.
<http://www.adb.org/Documents/Guidelines/Consulting/default.asp?p=cnsltng>
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
 - Section 7 - List of ADB Member Countries
6. We invite your attention to the terms of Section 2, paragraph 3.3(ii) of this RFP which states in relevant part that no short listed Consultant can associate with another short listed Consultant, and every full-time employee of a short listed Consultant is not eligible to participate as an associate or Sub-Consultant of another Consultant short listed for the assignment, even if such short listed Consultant declines to submit a proposal.
7. Please note that, if your firm (or any associate firm or joint venture partner or Sub-Consultant or individual expert nominated in any submitted Technical Proposal for this project) has been previously engaged to prepare the terms of reference (TOR) for this assignment, or any part thereof, your firm (and/or any associate firm or joint venture partner or Sub-Consultant or individual expert so engaged) shall be disqualified from participation in this assignment.
8. Please inform us within five (05) days through facsimile or in writing at the following address, upon receipt:
 - (a) That you received the Letter of Invitation and downloaded RFP from NHA website i.e. www.nha.gov.pk.
 - (b) Whether you will submit a proposal alone or with another firm(s) as a Joint Venture or as a lead firm.

Yours sincerely,

(MUHAMMAD YUSUF BARAKZAI)

General Manager (P&CA)
National Highway Authority
28-Mauve Area, G-9/1,
Islamabad, Pakistan.
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Section 2. Instructions to Consultants

Definitions

- (a) "ADB" means Asian Development Bank.
- (b) "Borrower" means the Government and includes the executing agency or the implementing agency.
- (c) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- (d) "Client's Country" means the country of the Borrower as indicated on the Data Sheet.
- (e) "Consultant" means any private or public entity including a Joint Venture that will provide the Services to the Client under the Contract.
- (f) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (g) "CQS" means Consultant's Qualification Selection.
- (h) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (i) "Day" means calendar day.
- (j) "FBS" means Fixed Budget Selection.
- (k) "Government" means the government of the Client's Country.
- (l) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (m) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- (n) "LCS" means Least Cost Selection.
- (o) "Partner" means any of the entities that make up the Joint Venture; and Partners means all those entities.

- (p) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof; "International Personnel" means such qualified persons who are citizens of an ADB member country; "National Personnel" means such qualified persons who are citizens of the Client's country.
- (q) "Proposal" means a technical proposal or a financial proposal, or both.
- (r) "QBS" means Quality-Based Selection.
- (s) "QCBS" means Quality- and Cost-Based Selection.
- (t) "RFP" means this Request for Proposal.
- (u) "Services" means the work to be performed pursuant to the Contract.
- (v) "SSS" means Single Source Selection.
- (w) "Standard Electronic Means" includes facsimile and email transmissions.
- (x) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- (y) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 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 contract negotiations and ultimately for a signed Contract with the selected Consultants.

- 1.3 Consultants should familiarize themselves with local conditions relevant to the Services and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6.1 The ADB considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice under the ADB's Anticorruption Policy. In pursuance of the Anticorruption Policy's requirement that borrowers of ADB loans (including beneficiaries of ADB-financed or administered activity) as well as consultants under ADB-financed or administered contracts, observe the highest standard of ethics, the ADB will take appropriate actions to manage such conflicts of interest including withdrawal of this RFP, and/or any shortlisting of a particular firm or firms in relation thereto or termination of a resulting contract if it determines that a conflict of interest has flawed the integrity of the consultant selection or engagement or in the performance of the Services.
- 1.6.2 Without limitation on the generality of the foregoing, Consultants shall not be recruited under the circumstances set forth below:
 - (a) Conflict between consulting activities and procurement of goods, works or services: Consultants or Sub-Consultants that have been engaged by the Client to provide goods, works or services for a project shall be disqualified from

providing consulting services related to such project. Conversely, a consulting firm or individual consultant hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's or individual consultant's services for such preparation or implementation.

- (b) Consulting firms or individual consultants shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm or individual. As an example, consulting firms or individual consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consulting firms or individual consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare TOR for an assignment shall not be hired for the assignment in question.
- (c) Relationship with borrower's staff. Consultants or Sub-Consultants that have a business or family relationship with a borrower staff member or with a borrower's staff who are directly or indirectly involved in any part of (i) the preparation of the TOR of the Contract, (ii) the recruitment process for such Contract., or (iii) supervision of such contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the borrower and ADB throughout the recruitment process and the execution of the Contract.

1.6.3 Consultants have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. In order to determine whether a conflict of interest exists, prior written approval of the ADB must be sought before former government employees or agencies of the Client are recruited to work for their former ministries, departments or agencies. When Consultants nominate any government employees or agencies as Personnel in their technical proposal, such Personnel must have written approval from their government or employer, confirming that they will be on leave without pay from their official position and available to work full-time on the assignment for the

period required by the assignment and any reasonable extension thereof. Such approval shall be provided to the Client by the Consultant invited to contract negotiations, prior to commencement of negotiations.

Anticorruption 1.7 The ADB's Anticorruption Policy requires that borrowers of ADB loans (including beneficiaries of ADB-financed or administered activities), as well as consultants under ADB-financed or administered contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy,¹ the ADB:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means 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;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (b) will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of the ADB financing engaged in corrupt, fraudulent, collusive, or coercive practices during the consultant selection process or the execution of that contract, without the borrower or

beneficiary having taken timely and appropriate action satisfactory to the ADB to remedy the situation;

- (d) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in the ADB-financed or administered activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an ADB-financed or administered contract; and
- (e) will have the right to require that, in consultant selection documentation and in contracts financed by the ADB, a provision be included requiring consultants to permit the ADB or its representative to inspect their accounts and records and other documents relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the ADB.

1.8 Consultants, and their Sub-Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or other prohibited practices issued by the ADB in accordance with the above para. 1.7(d). Furthermore, the Consultants shall be aware of the provisions on the ADB's Anticorruption Policy stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on fees, gratuities, rebates, gifts, commissions or other payments if any, paid or to be paid to agents and/or representatives relating to this proposal and during execution of the assignment, as requested in the Financial Proposal submission form (Section 4).

Origin of Goods and Services 1.10 All goods that may be supplied under the Contract and financed by the ADB, shall have as their country of origin an eligible member country of the ADB. See Section 7 - List of ADB Member Countries.

Only one Proposal 1.11 Shortlisted Consultants may only submit one proposal. If a Consultant (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of a Sub-Consultant, including individual experts, in more than one proposal.

Proposal Validity 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete

negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

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| Eligibility of Sub-Consultants and Partners of a Joint Venture | 1.13 | In case a shortlisted Consultant intends to be the lead firm in an association with Sub-Consultants, or, if the Consultant is a Joint Venture, each Sub-Consultant and Joint Venture Partner (and every individual expert) shall be a citizen or legal entity, as the case may be, of an ADB-member country. |
| Participation of National Consultants | 1.14 | Certain ADB-financed or administered consulting services assignments require international Consultants to work together with eligible national Consultants as a team. The TOR should be checked to determine if this assignment requires participation of eligible national Consultants. Shortlisted Consultants are free to be the lead firm in an association (or managing Partner in a Joint Venture) with any eligible national Consultants(s) considered to be suitable for the required services. |
| 2. Clarification of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| Amendment of RFP Documents | 2.2 | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| Client Clarification of Proposals | 2.3 | It is understood that from time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide any clarification on any matter related to the Consultant's technical or financial proposal. |
| 3. Preparation of Proposals | 3.1 | The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language. |

Association Arrangements and Joint Ventures

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not respond to the requirements of the documents comprising the RFP may fail to meet the minimum qualifying score as indicated in the Data Sheet.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (i) For the purpose of submitting a proposal and subject to para. 1.13 above, a shortlisted Consultant may enhance its expertise for the assignment either by:
 - (a) associating with non-shortlisted firms, in which case the Consultant shall be the lead consultant and shall be solely liable under the Contract, or
 - (b) forming a Joint Venture with non-shortlisted firms, in which case the Consultant and the Partners of the Joint Venture shall be jointly and severally liable under the Contract.

In the event that the Consultant constitutes a Joint Venture, the Consultant shall submit (i) a copy of the Joint Venture Agreement with its Technical Proposal, and (ii) a power of attorney (executed by all partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for and in behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any Joint Venture agreement and Joint Venture power of attorney shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the Technical Proposal of such Consultant.

- (ii) No shortlisted Consultant (including any Joint Venture partner) can associate with another shortlisted Consultant, and every full-time employee of a shortlisted Consultant is not eligible to participate as an associate or Sub-Consultant of another Consultant shortlisted for the assignment, even if such shortlisted Consultant declines to submit any proposal.
- (iii) A shortlisted Consultant cannot add or replace or otherwise change the composition of the Partners described in its Joint Venture Agreement. Such Joint Venture Agreement shall identify the lead or managing Partner.
- (iv) None of the firms or experts proposed in an association or Joint Venture should be the subject of a sanction by the ADB.

- (v) Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- Proof of Legal Status** 3.4 Prior to contract negotiations, the selected Consultant will be required to submit its proof of legal status i.e., certificate of incorporation (or registration, in the case of a partnership or joint venture) or any document required by the commercial laws of the ADB member country establishing the Consultant's status to conduct or transact business as a legal entity.
- Disqualification** 3.5 Zero rating resulting in disqualification will be given to a nominated expert in particular circumstances, if the expert:
- (i) is not a citizen (determined from the passport the expert holds or other equivalent legal document in the case of national professionals in certain countries who do not have passports) of a member country of the ADB; member countries are specified under Section 7 – List of ADB Member Countries; or
 - (ii) is proposed for a national position but is not a citizen of that country; or
 - (iii) failed to state citizenship on the CV; or
 - (iv) the CV is not signed in accordance with para. 3.4 (vi) requirements; or
 - (v) is a current employee of the Client; or
 - (vi) has failed to disclose any situation of actual or potential conflict in terms of para. 1.6.3
- Technical Proposal Format and Content** 3.6 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), a Simplified Technical Proposal (STP), or a Biodata Technical Proposal (BTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (i) to (vii) using the attached Standard Forms (Section 3). The following table summarizes the content and maximum number of pages permitted for each type of Proposal. **If the maximum number of pages is exceeded, a penalty of 5 percentage points will be applied for every page over the maximum page limit during evaluation of the Proposal.** A page is considered to be one printed side of A4 or letter size paper.