

# **National Highway Authority**



## **REQUEST FOR PROPOSAL**

*FOR*

**Consultancy Supervision Services**

*for*

**Construction of (03 Nos). Bridges Over  
Phulelli-I, II & Akram Wah Canals Bridge on  
Hyderabad Bypass at Km 157 – Km 158 (NBC)**

**January, 2021**

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**GOVERNMENT OF PAKISTAN  
NATIONAL HIGHWAY AUTHORITY  
NHA Complex Near Drigh Road Railway Station,  
Shahrah-e-Faisa Karachi  
Dated the \_\_\_\_\_  
Ref No. \_\_\_\_\_**

**LETTER OF INVITATION**

To,

All consultants

Gentlemen!

We extend warm welcome to you and invite you to participate in this project. We hope that you will live up to your reputation and provide us accurate information so that the evaluation is carried out “just and transparent”. Please understand that the contents of this RFP, where applicable, shall be deemed part of the contract agreement. An example to this affect can be the contents of your work plan and methodology which you shall be submitting in your Technical Proposal. Since that is the basis of the selection, therefore, it shall become part of the contract agreement subject to approval/revisions of the same by NHA during the negotiations. Similarly, all other services and the content contributing to services shall be deemed part of the contract agreement unless it is specifically mentioned for any particular item up-front in your Technical Proposal which obviously will make your Proposal a conditional proposal whereby, authorizing NHA to may or may not consider to evaluate your Proposal. Please understand that if no such mention appears up-front (i.e. on front page of Technical Proposal) then it shall be deemed that the consultant is in’ 100%.agreement to the above. You are also advised to kindly read the RFP thoroughly as it can drastically affect the price structure for various services which may not be appearing directly in the terms of reference. In the end, we appreciate your participation and hope that you will feed a good proposal to merit consideration by NHA.

Your attention is particularly drawn towards paragraph 3.1.1. Subparagraph 3.1.2 /dl paragraphs 3.1.3. 3.1.5. 5.2.1 and 6.5 of Instructions to Consultants (Annex A) as well as subparagraphs 1.7 (V), 1.7 / (vii), 1.7 (viii). 1.8 (a) and 1.8 (b) in Data Sheet (Annex B) and Note under the Table for check list of Required Forms (in Technical Proposal! to avoid the risks of Disqualification/ Rejection/ loosing marks/ Penalty.

However, the Client at its own discretion reserves the right to EITHER seek clarification on non-compliance of the Instructions and rectify or not the shortcomings only in Technical Proposals /under similar treatment to each consultant). OR not, prior to opening of Financial Proposals /which shall be kept unopened till complete evaluation of Technical Proposals). No alteration in Financial Proposals shall be made except during the negotiations subject to Procurement of Consultancy Services Regulations 2010 as notified by Public Procurement Regulatory Authority.

Member (South Zone)  
National Highway Authority  
Ministry of Communications  
Government of Pakistan  
NHA Complex Near Drigh Road Railway Station,  
Shahrah-e-Faisal Karachi  
E-mail: [member-s-z@nha.gov.pk](mailto:member-s-z@nha.gov.pk)  
Website: [www.nha.gov.pk](http://www.nha.gov.pk)  
Telephone: 021-99248305  
Fax: 021-34602407

## **ATTACHMENTS**

1. Instructions to Consultants (Annex A)
2. Data Sheet (Annex B)
3. Technical Proposal Forms
4. Financial Proposal Forms
5. Appendix A (Terms of Reference)
6. Appendix B (Person-Months and Activity Schedule)
7. Appendix C (Client's Requirements from the Consultants)  
Appendix D (Personnel, Equipment, Facilities and other services to be provided by the Client)
8. Appendix E (Copy of Model Agreement)

**INSTRUCITONS TO CONSULTANTS****1. GENERAL**

- 1.1 Desiring consultants are invited to submit a technical and a financial proposal for consulting services required for the assignment named in the attached Data Sheet (Annex B). The proposals could form the basis for future negotiations and ultimately a Contract between the selected Consultant and the Client named in the Data Sheet.
- 1.2 A brief description of the assignment and its objectives are given in the Data Sheet which are elaborated in Appendix A (Terms of Reference) to this RFP.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).
- 1.4 The Client (NHA) has been entrusted the duty to implement the Project as Executing Agency by GOP and funds for the project have been approved and provided in the budget for utilization towards the cost of the assignment, and the Client intends to apply part of the funds to eligible payments under the Contract for which this LOI is issued.
- 1.5 To obtain first-hand information on the assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a preproposal conference if specified in the Data Sheet. Your representative shall meet the official named in the Data Sheet. Please ensure that the official is advised of the visit in advance to allow adequate time for him to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 It is notified that:
  - i. The cost of preparing the proposal and of negotiating the Contract, including visit to the Client, are not reimbursable as a direct cost of the Assignment, and
  - ii. The Client is not bound to accept any or all of the proposals submitted.
- 1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.
- 1.9 In order to avoid conflicts of interest:
  - i. Any firm providing goods, works, or services with which the consultant is affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation

thereof) resulting from or associated with the project of which this assignment forms a part; and ii. Any previous or ongoing participation in relation with the project by the consultant (including partners in case of JV), its Key Personnel (professional staff), its affiliates or associates under a contract may result in rejection of the proposal. Any situation in that respect must be clarified with the Client before preparing the proposal.

## **2. DOCUMENTS**

- 2.1** To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.
- 2.2** Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Fourteen (14) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or tele-fax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or telefax to such requests and copies of the response shall be sent to all invited consultants.
- 2.3** At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, telex or telefax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadlines for the submission of proposals.

## **3. PREPARATION OF PROPOSAL**

Desiring consultants will submit a Technical and a Financial Proposal. The proposals shall be written in English language.

### **3.1 Technical Proposal**

- 3.1.1** The Technical Proposal should be submitted using the format specified and shall include duly signed and stamped forms appended with the RFP. This is a mandatory requirement for evaluation of proposals and needs to be filled up carefully.

The proposals should be bound in the hard book binding form to deny the possibility of removal or addition of page(s). All the pages of proposals must be signed and stamped in original by authorized representative of the firm/JV. All the pages must be numbered starting from first page to last. Any proposal found not adhering to these requirements may be **rejected** at the time opening.

- 3.1.2** In the Technical Proposal, the general approach and methodology shall be proposed for carrying out the services covered in the Term of Reference, including such detailed information as deemed relevant together with consultant's appreciation of the Project from provided details and
  - a.** A detailed overall work programme to be provided with timing of the

assignment of each Key Personnel or other staff member assigned to the Project.

- b. An estimate of the total number of person-months and Project duration required.
- c. Clear description of the responsibilities of each Key Personnel within the overall work programme.
- d. The Curriculum Vitae of all Key Personnel and an Affidavit on stamp paper duly attested by Oath Commissioner to the effect that the proposed personnel shall be available for the assignment in the project duration and their present place of duty may also be mentioned. Failure to provide the Affidavit may result in to no further evaluation of the proposal. The consultants are advised to suggest such names that shall be available for the Assignment.
- e. The Technical Proposal shall include-duly filled in forms provided in this RFP: the name, background and professional experience of each Key Personnel to be assigned to the Project, with particular reference to his experience of work of a nature similar to that of the\* proposed assignment.
- f. Current commitments and past performance are the basic criteria in evaluation of Technical Proposal. Consultants are required to provide the details of present commitments/ongoing jobs as referred in the Form TECH-9 of Technical Proposal. Further, the. basis for considering the past performance is the report from Design Section and Construction Wing of NHA.

**3.1.3** While preparing the Technical Proposal, consultants are expected to examine all terms and instructions included in the RFP. Failure to provide all requested information shall be at consultant's risk and may result adversely in the scoring of the proposal. The proposal should be prepared as per RFP and any suggestion or review of staff etc. should be clearly, spelt out in Form TECH-4. This will be discussed at the time of negotiation meeting as and when called.

Penalty against non-compliance with the maximum page requirement based in the **'CHECKLIST OF REQUIRED FORMS'** provided in the Section of Technical Proposal Forms will be two (02) score points per excess page to be deducted from the total technical score. The consultants are instructed to submit the CVs of Key Personnel by truly following the format attached at Form TECH-5. The CV's submitted on format in deviation to that specified are susceptible of scoring low.

**3.1.4** During preparation of the Technical Proposal, consultants must give particular attention to the following:

- i. Consultant may utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available with any Pakistani firm. In case of JV, the proposal should state clearly partners will be "Jointly and Severally" responsible for performance under the Contract and One (Representative) partner will be solely responsible for all dealings with the Client on behalf of the JV. Its Power of Attorney on this account is to be

enclosed. The Representative partner shall retain the responsibility for the performance of obligations and satisfactory completion of the consultancy services. PEC registers a foreign consulting firm for issuing license to provide consultancy services in Pakistan, which is based on formation of JV with the condition that the foreign consulting firm shall provide only that share of consultancy services by the JV for which expertise is not available with Pakistani consulting firms. A copy of JV agreement to be provided at the time of finalizing the contract documents with specific responsibilities and assignments to be looked after by each partner.

- ii.** Subcontracting part of the assignment to the other consultants is discouraged and only individual Specialist Sub-Consultants (having unique expertise which is not available with others) may be included.?
- iii.** The Key Personnel proposed shall preferably be permanent employees of the firm unless otherwise indicated in the Data Sheet. •
- iv.** The estimated number of Key Personnel person-months required for the Assignment is stated in the Data Sheet. The proposal should be based on a number of Key Personnel person-months substantially in accordance with the above number. However consultants may propose changes in the light of their experience through particular comments on the TOR.
- v.** Proposed personnel should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed Key Personnel shall be as listed in the Data Sheet.
- vi.** No alternative to Key Personnel may be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- vii.** If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring is to be provided.

**3.1.5** The Technical Proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the Technical Proposal. A Technical Proposal containing any financial information will be- treated, as non-responsive resulting in to rejection of the proposal.

## **3.2 Financial Proposal**

**3.2.1** The Financial Proposal should be submitted using the format specified and enclosed with be filled up carefully. The total cost is to be mentioned in the Form FIN-7 and accordingly in Form FIN-1 too.

**3.2.2** The Financial Proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing transportation for mobilization and demobilization, services and equipment (vehicles, office, equipment, furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. The Financial Proposal should be prepared using the formats attached as Forms FIN- 1 to FIN- 7.



3.2.3 The Financial Proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.

3.2.4 Costs may be expressed in currency (s) listed in the Data Sheet.

#### **4. SUBMISSION OF PROPOSALS**

4.1 Consultants shall submit one original Technical-. Proposal and one original Financial Proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All Technical Proposals shall be placed in an envelope clearly marked "Technical Proposal" and the Financial Proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing, the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the Technical and Financial Proposals shall be prepared in indelible ink and shall be signed by the authorized representative of the consultant. The representative's<sup>1</sup> authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the Technical and Financial Proposals shall be signed by the person or persons signing the proposal.

4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

4.4 The completed Technical and Financial Proposals shall be delivered on or before the time and date stated in the Data Sheet. The location for the submission of proposals is indicated in the Data Sheet.

4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, consultants shall keep available the Key Personnel proposed for the Assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

#### **5. PROPOSAL EVALUATION**

##### **5.1 Evaluation Procedure and Criteria**

5.1.1 A quality cum cost based procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score.

5.1.2 The evaluation committee will correct any computational errors in Financial Proposals. When correcting computational errors, in case of discrepancy (i) between a partial (subtotal) amount and the total amount, or (ii) between the amounts derived by multiplying unit price with quantity and the total price or (iii) between words and figures, the formers will prevail. However, items described in the Technical Proposals but not priced, in the Financial Proposals

shall be assumed to be included in the prices of other activities or items and no corrections are made to the Financial Proposal. In case an activity or item is quantified in the Financial Proposal differently from the Technical Proposal, the evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal for further correction by applying the unit price included in the Financial Proposal to the consistent/ corrected quantity. However, the proposals that quote higher than the required input of person-months as per this RFP will not be adjusted. Whereas the proposals quoting lesser than the required input of person-months as per this RFP shall be adjusted as follows. If unit price for the subject person-month is available, the same shall be applied; and if the unit price for the subject person-months is not available, highest unit price for an activity or item of the same category [international or national (Key Personnel or other Personnel)] as provided in the Financial Proposals'-shall be applied. The Reimbursable direct cost shall not be adjusted and the same shall be capped for the Assignment.

## 5.2 Technical Proposal

5.2.1 The evaluation committee appointed by the Client shall carry out its evaluation for the project(s) as listed in Para 1.1, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned un-opened. .

## 5.3 Financial Proposal

5.3.1 The Financial Proposals of the three top-ranking qualifying consulting firms on the basis of evaluation of Technical Proposals shall be opened in the presence of the representatives-; of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of Financial Proposals .as indicated in the Data Sheet. The total price and major components of each proposal shall be publicly announced to the attending representatives of the firms.

5.3.2 The evaluation committee shall determine whether the Financial Proposals are complete and without computational errors; all errors/discrepancies and deviations from respective Technical Proposals as well as RFP shall be dealt with for subsequent scoring in accordance with procedure and criteria given in Para 5.1.2 herein above. The lowest Financial Proposal (Fm) among all shall be given a financial score (Si), .of 1000 points. The financial scores of the proposals shall be computed as follows:

$$Sf = (1000 \times Fm) / F$$

(F = amount of specific Financial Proposal)

5.3.3 Proposals, in the quality cum cost based selection shall finally be 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; and T+P=1) indicated in the Data Sheet:

$$S = St \times T \% + Sf \times P \%$$

## **6. NEGOTIATION**

- 6.1** Prior to the expiration of proposal validity, the Client shall notify the successful consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract. The proposed Chief Resident Engineer/ Resident Engineer shall also be invited to attend the negotiations.
- 6.2** Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.
- 6.3** Negotiations shall commence with a discussion' of. consultant's Technical Proposal including proposed methodology, work plan, staffing and any suggestions which may have been made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall, indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 6.4** Changes agreed upon shall then be reflected in the Financial Proposal, using proposed unit prices (no negotiation of the person-month rates).
- 6.5** Having selected Consultant on the basis of, among other things, an evaluation of proposed Key Personnel, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the personnel will be actually available. The Client shall not consider substitutions of Key Personnel except in cases of un-expected delays in the starting date or incapacity of Key Personnel for reasons of health. Failure to assure the availability of Key Personnel or substitution (equal or better) as exception only may result in rejection of Consultant's .proposal.
- 6.6** The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultant shall finalize the contract to conclude negotiations. If negotiations Tail, the Client shall invite the consultant that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultant (and so on).

## **7. AWARD OF CONTRACT**

- 7.1** The Contract shall be awarded after successful negotiations with the selected Consultant and approved by the competent authority. Upon successful completion of negotiations/ initialing of the draft contract, the Client shall promptly inform the other consultants that their proposals have not been selected.
- 7.2** The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## DATA SHEET

## LOI Clause #

1.1 The name of the Assignment is:

**Consultancy Supervision Services for Construction of 03 Nos. Bridges Over Phulelli-I, II & Akram Wah Canal Bridge (NBC) on Hyderabad Bypass Km 157 – 158**

The name of the Client is:

**National Highway Authority (NHA) SOUTH ZONE**

1.2 The description and the objectives of the assignment are:

**As per TOR**

1.3 Phasing of the Assignment (if any):

**- Nil -**

1.4 The funds for the project shall be met out of NHA Road Maintenance Account

1.5 Pre-Proposal Conferences:

**Yes** \_\_\_\_\_ **No**

Pre-proposal conference will be held on:

NA

Name of the official is:

NA

1.6 The Client shall provide the following inputs:

**As per TOR and Appendix D**

1.7 following sub-clauses are added:

- iii. The supervision of the project shall commence upon undertaking of the construction works by the contractor and shall be notified through issuance of commencement notice to the selected consultant by NHA. Any inordinate delay or cancellation of the construction work for any reason including non-availability of funds shall not entitle the consultants to any financial or legal claims. However, when the project shall commence the supervisory consultants shall maintain the right subject to availability of proposed Key Personnel (professional staff) based on which the consultant was selected or if the delay is beyond six months then equally competent Key Personnel with equal or higher qualification and experience shall be pre-requisite for consideration of issuance of commencement notice by NHA. In case the work is delayed or abandoned for any reason whatsoever, the consultant shall not have any legal recourse.
- iv. The consultant shall be responsible to have the whole construction work completed through the contractor in a professional manner so that all items of construction work are completed from one end to the other

including paying attention to site clearance of debris or any other leftover material. The trees/shrubs prone to landscape and earth work slopes grassed in ROW. All signs of construction work dispensed with. To achieve this objective consultant may include the price for such incidental or ancillary service which will lead to the final completion of the assignment in the price quoted by the consultant who shall remain liable for making final measurements of the Works and to issue Final Payment Certificate of the Contractor.

- v. The consultants may better not to propose names of Key Personnel already proposed in other proposals which are being evaluated by NHA or contract(s) awarded recently. This will affect adversely marking of these Personnel in evaluation of the technical proposal. Their secured points are liable to be reduced by 50% if their names appear in more than 1 previous proposal in which they are ranked No. 1. Further the existing load of work with a firm shall be considered as one of the factors for the consideration in the award of the contract. No CV of any alternate Personnel, shall be accepted during evaluation.
- vi. Form TECH-4 is meant for comments on provisions contained in RFP and TOR and unless the observations are noted in this particular Form, anything written elsewhere on this account including financial implications, if any, shall be considered of no consequence in the evaluation process and award of the contract.
- vii. Consultants may form a Joint Venture (JV) to qualify for the Assignment in which case the contract will be signed between the Client and all members of the JV on the prescribed Form included in Appendix E (copy of Model Agreement) subject to the ranking and successful negotiations. A JV may include at the most four members.
- viii. The term associates used in the proposal or otherwise shall not be considered as an alternative of JV member. Any personnel proposed for the Assignment but belonging to the so called associates shall not be marked in evaluation of technical proposal like in case of Sub-consultants (except individual Specialist Sub-consultants having unique expertise which is rarely available OR an expatriate Personnel) who are not supposed to contribute in qualification of their main consultants.

**1.8** The invited firms are:

Any firm meeting the following requirements:

- a) Valid Registration Certificate of Pakistan Engineering Council with relevant Project Profile Codes. Foreign consulting firms shall make JV in accordance with Bye-Law 6(2) and Bye-Law 9 of the Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Bye Laws 1986. Failure to provide valid Registration Certificate (license) of the firm (each member in case of JV) by the PEC will entitle the Client to reject the proposal.
- b) Affidavit in original bearing the subject with project name on stamp paper duly attested by the Oath Commissioner to the effect that the firm has neither been blacklisted nor any contract rescinded in the past for nonfulfillment of contractual obligations (By all partner firms in case of JV). Non submission of the affidavit may be treated as disqualification resulting in to no further evaluation of the proposal.

- c) Client's satisfaction certificates (Performance Reports) for the last three relevant assignments from the respective Clients. Moreover, any adverse report regarding performance of consultant on NHA projects received from NHA's any relevant quarter may become basis for its disqualification from the Assignment above named in clause 1.1.
- d) Person-months of staff and Project Duration as per TOR.

**2.1.** The Documents are:

- (i) Letter of Invitation,
- (ii) Instructions to Consultants,
- (iii) Data Sheet,
- (iv) Technical Proposal Forms,
- (v) Financial Proposal Forms,
- (vi) Appendix-A Terms of Reference (including Background information),
- (vii) Appendix-B: Person-Months and Activity Schedule,
- (viii) Appendix-C: Client's Requirements from the Consultants,
- (ix) Appendix-D: Personnel, Equipment, Facilities and Other Services to be provided by; the Client, and
- (x) Appendix-E Copy of Model Agreement (Draft Form of Contract & Appendices etc.)

**2.2.** The address for seeking clarification is

**Member (South Zone) / Director Coord. South Zone**

National Highway Authority  
Ministry of Communications  
Government of Pakistan  
NHA Complex Near Drigh Road Railway Station,  
Shahrah-e-Faisal Karachi  
E-mail: [member-s-z@nha.gov.pk](mailto:member-s-z@nha.gov.pk)  
Website: [www.nha.gov.pk](http://www.nha.gov.pk)  
Telephone: 021-99248305  
Fax: 021-34602407

**2.3.** Proposed Key Personnel for Construction of 03 Nos. Over Phulleli-I, II and Akram Wah Canal Bridge shall preferably be permanent employees who are employed with the consultants at least 12 months prior to submission of Proposal.

- i. The minimum number of person-months of Key Personnel is:  
Total Expatriates: \_\_\_ **Person Months (Not Used)**  
Total Local Key Experts: **4**
- ii. The minimum required qualification and experience of proposed Key Personnel is given in Appendix - A “Terms of Reference”
- iii. Training is a major component of this Assignment:  
Yes \_\_\_\_\_ No √ \_\_\_\_\_

3.2.3 Professional liability, insurances (description or reference to appropriate documentation):

- i. The consultants shall be responsible for Professional Indemnity Bond of the required amount at their own cost. This bond shall be in the joint name of Consultant and the Client.
- ii. The consultants are required to insure their Employees and Professionals for Hospitalization/ Medical, Travel and Accident Cover for the duration of the Contract.
- iii. Other details provided in Para 3.5 of Special Conditions of Contract in Model Agreement (Appendix E).

3.2.4 Consultants shall quote the rates of remuneration for local personnel in Pak. Rupees,

4.1 The number of copies of the Proposal required is:

Technical Proposal:

**One Original and Two copies with CD (soft form of complete Technical Proposal in PDF Form) in sealed envelope.**

Financial Proposal:

**One Original with CD (soft form of complete Financial Proposal in PDF as well as MS Word/ Excel Forms) in sealed envelope.**

4.2 The address for writing on the proposal is:

**Member (South Zone)**

National Highway Authority South Zone  
NHA Complex Near Drigh Road Railway Station,  
Shahrah-e-Faisal Karachi  
E-mail: member-s-z@nha.gov.pk  
Website: www.nha.gov.pk  
Telephone: 021-99248305

4.3 The date and time of proposal submission is:

**1400 hours on 12<sup>th</sup> January, 2021**

The location for submission of proposal is:

NHA Complex Near Drigh Road Railway Station,  
Shahrah-e-Faisal Karachi  
Telephone: 021-99248305  
Fax: 021-34602407

4.4 Validity period of the proposal is:

**180 days**

The bid shall remain valid up to:

**14<sup>th</sup> July, 2021**

Location for Negotiation is:

NHA Complex Near Drigh Road Railway Station,  
Shahrah-e-Faisal Karachi  
Telephone: 021-99248305

5.2.1 The evaluation of Technical Proposal shall be based on following criteria:

	<b>Description/ Items</b>	<b>Points</b>
i.	<b>Experience of the Firm</b>	<b>200</b>
a)	General Experience	(50)
b)	Specific Experience	(150)
ii.	<b>Approach &amp; Methodology</b>	<b>100</b>
	Understanding of Objectives	(50)
	Quality of Methodology	(10)
	Innovativeness/Comments on TOR	(10)
	Work Program	(10)
	Staffing Schedule Conciseness, clarity and	(10)
	completeness in proposal presentation	(10)
iii.	<b>Qualification and Competence (in Areas of Expertise) of the Key</b>	<b>500</b>
iv.	<b>Present commitments of the Firm</b>	<b>50</b>
v.	<b>Past performance of the Firm in Bridges Construction Works of similar Nature in NHA</b>	<b>150</b>
	<b>Total Points:</b>	<b>1000</b>

Minimum qualifying technical score

The percentage distribution of weightage earmarked for evaluation sub-criteria for suitability of Key Personnel are:

**70%**

	<b>Description/ Items</b>	<b>Percentage</b>
i.	Academic and General Qualifications	30%
ii.	Professional experience related to the Project	65%
iii.	Status with the firm (Permanent & duration with Firm)	5%

Form of Summary Evaluation and Personnel Evaluation Sheets for Technical Proposal (QCBS) is attached at the end of Data Sheet.



**5.3.1** The words “three top-ranking qualifying consulting firms” is deleted in its entirety and replaced with the words “qualifying consultants”.

The date, time and address of the Financial Proposal opening are:

**After evaluation and approval of Technical Proposals (to be informed later).**

**5.3.2** The weights given to the Technical and Financial Proposals are:

**Technical: 80%**

**Financial: 20%**

**6.3** Add following at the end of this Para:

The final person-months of each personnel are subject to adjustment at the stage of contract negotiation in line with demonstrated approach & methodology and need basis.

**6.5** Add following at the end of this Para:

The Consultant is bound to replace all the Key Personnel proposed who scored less than 70% marks in the Personnel Evaluation, if the Client so requests. If the Consultant refuses to replace such Key Personnel, the Client reserves the right to reject its proposal and invite the Consultant that received the second highest score in ranking to Contract negotiations.

**7.2** The Assignment is expected to commence in:

**February, 2021**

## SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSAL (QCBS)

EVALUATION CRITERIA		Max. Weight*	Firm 1		Firm 2	
			Rating	Score	Rating	Score
<b>I.</b>	<b>Firms Experience</b>	<b>200</b>				
	General Experience	50				
	Specific Experience	150				
<b>II.</b>	<b>Approach and Methodology</b>	<b>100</b>				
<b>III.</b>	<b>Personnel (Areas of Expertise) (Qualification and Competence of Key Personnel)</b>	<b>500</b>				
	a) Resident Engineer / Team Leader	200				
	b) Assistant Resident Engineer	75				
	d) Material Engineer	150				
	e) Quantity Surveyor	75				
<b>IV.</b>	<b>Present Commitment of the Firm</b>	<b>50</b>				
<b>V.</b>	<b>Past Performance of the Firm (As per past performance in NHA Similar Nature Works and similar Geographical spread) At-least 03 projects</b>	<b>150</b>				
	The Joint Venture (JV) shall be evaluated in the same manner as a single entity, since they function as one unit.					
<b>TOTAL</b>		<b>1000</b>				

**Excellent - 100%**      **Very Good — 90 to 99%**      **Above Average - 80 to 89%**      **Average - 70 to 79%**      **Below Average — 1 to 69%**  
**Non-complying - 0%**

**Score: Maximum Weight X rating / 100.**

**Minimum qualifying score is 70% or 700 marks.**

## PERSONNEL EVALUATION SHEET

POSITION / AREA OF EXPERTISE	Name	Academic and General Qualification Weight 30%		Project related Experience Weight 65%		Status with the Firm 5%*		OVERALL RATING (Sum of Weighted Ratings)
		Percentage Rating	Weighted Rating (A)	Percentage Rating	Weighted Rating (B)	Percentage Rating	Weighted Rating (C)	
(Show all experts to be evaluated)								
a) Resident Engineer/ Team Leader								
b) Assistant Resident Engineer								
c) Material Engineer								
d) Quantity Surveyor								

**Rating:**    Excellent -100%;    Very good - 90-99%;    Above Average -80-89%;    Average - 70-79%;    Below Average - 1-69%  
                   Non-complying - 0%

**Score =    Maximum Weight X rating/100**

\*            These marks for status with the firm shall apply for evaluation of Key Personnel proposed as per following proportion:

Regular employee -100%  
 First time for this assignment - 0

# **TECHNICAL PROPOSAL FORMS**

## Technical Proposal - Forms

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

### Checklist of Required Forms (subparagraph 3.1.3 of ITC)

Required, (√)	FORM	DESCRIPTION	Page Limit
√	TECH-1	Technical Proposal Submission Form	
√	TECH-1 Attachments	Proof of legal status and eligibility	
“√” If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an	
“√” If applicable	TECH-1 Attachment Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member and a Special power of attorney for the representative	
√	TECH-2	Consultant’s Organization and Experience.	As given below
√	TECH-2A	A. Consultant’s Organization	3
√	TECH-2B	B. Consultant’s Experience/ Client’s Reference	20
√	TECH-3	Approach Paper on Methodology proposed for	50
√	TECH-4	Comments/ Suggestions of Consultant	[See footnote ] <sup>1</sup>
√	TECH-4A	A. On the Terms of Reference	n/a
√	TECH-4B	B. On the Counterpart Staff and Facilities	2
√	TECH-5	Format of Curriculum Vitae (CV) for proposed Key Personnel	5 pages each CV
√	TECH-6	Composition of the Team Personnel and the Tasks to be Assigned to each Team Member	n/a
√	TECH-7	Work Plan / Activity Schedule	n/a
√	TECH-8	Work Plan and Time Schedule for Key Personnel	n/a
√	TECH-9	Current Commitments of the Firm	n/a

**Note:** Failure to provide required attachments with Form TECH-1 will entitle the Client to reject the proposal.

<sup>1</sup> The total number of pages for combined forms TECH-3 and TECH-4 should not exceed 50. A page is defined as one printed side of A4 or letter with font size of 10 or more.

## **CHECKLIST OF OTHER DOCUMENTS**

1. Valid Registration Certificate(s) of PEC [subparagraph 1.8(a) of Data Sheet].
2. Affidavit in accordance with subparagraph 1.8(b) of Data Sheet.
3. Page numbered, signed, stamped and duly bound proposal (paragraph 3.1.1 of ITC).
4. Affidavit in accordance with subparagraph 3.1.2(d) of ITC.
5. Technical proposal not to include any financial information (paragraph 3.1.5 of ITC).
6. Letter of Intent/ JV Agreement (Form TECH -1).
7. Integrity Pact [subparagraph (h) of Form TECH - 1]:

**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location,  
Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert the Project Name] in accordance with your Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope. .

{If the Consultant is a joint venture, insert the following:

We are submitting our Proposal in a joint venture comprising: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV 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.}]

[AND

{If the Consultant's Proposal includes individual Specialist Sub-consultant, insert the following:

Our Proposal includes: {Insert full name and country of the individual Specialist 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 and/or may be sanctioned by the Client in compliance of Rule 19 of the Public Procurement Rules, 2004.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 4.5.
- (c) We have no conflict of interest in accordance with ITC Clause 1.9.
- (d) We meet the eligibility requirements as stated in Data Sheet Clause 1.8.
- (e) Neither we, nor our JV member or any of the proposed individual Specialist Sub consultant prepared the TOR for this consulting assignment.

- (f) Within the time limit stated in the Data Sheet, Clause 4.5, we undertake to negotiate a contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in ITC, Clause 6.5 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In compliance (and, if the award is made to us, in execution) of Contract, we undertake to obey the Integrity Pact (attached herewith duly signed by authorized representative and stamped).

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the Assignment not later than the date mentioned in Data Sheet 4.5 *(or the date extended with the written consent of Consultant in case of delay in procurement process)*.

We understand that the Client is not bound to accept any or all Proposal(s) that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

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

Name of Consultant (firm's name or TV's name): \_\_\_\_\_

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

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

Contact information (phone and e-mail): \_\_\_\_\_

{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}



**CONSULTANT'S ORGANIZATION**

- [1. Provide here a brief description of the background and organization of your Firm, and - in case of a joint venture - of each member for this Assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership<sup>1</sup>.]

**[<sup>1</sup>beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ownership by close relatives).]**

**CONSULTANT’S EXPERIENCE/ CLIENT’S REFERENCE**

**Relevant Services Carried Out in the Last Ten Years (by each member in case of JV) and by Specialist Sub-consultant, if any, Which Best Illustrate Qualifications**

1. Using the format below, provide information on each successfully completed reference assignment for which your firm, either independently or as one of the member of Joint Venture (JV), was largely contracted by indicating the share of the firm itself in the JV.
  
2. Assignments completed by the Consultant’s individual Experts working privately or through other consulting firms or that of the Consultant’s Specialist Sub-consultant, cannot be claimed as the relevant experience of the Consultant, but can be claimed by the Experts or the Specialist Sub-consultants 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 Client.]

Assignment Name:		Country of Assignment:
Location within Country:		Key Personnel Provided by Your Firm:
Name of Client:		No of other personnel provided by your Firm:
Address:		Total No of Person-Months of staff of your Firm:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Equivalent / Rs.) provided by staff of your Firm
Name(s) of Member Firm(s), in case of JV:		
Name of Senior Staff (Project Manager / Coordinator, Team Leader) involved and functions performed:		No. of Person-Months of Key Personnel Provided by member Firm(s), in case of JV
Narrative Description of Project		
Description of Actual Services Provided by Staff of your Firm		

Consultants’ Name: \_\_\_\_\_

**APPROACH PAPER ON METHODOLOGY PROPOSED  
FOR PERFORMING THE ASSIGNMENT**

[In this part of the Technical Proposal, explain understanding of the objectives of the Assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of the detail of such output. You should explain your methodology to complete the project within time and budget.

The approach must be indigenous project specific approach of Consultant and not a generic one or copy of the TOR.

Based on the specific approach, describe Work Plan which is consistent with inputs provided in Forms TECH - 7 and TECH - 8.

In case of JV, the role of each member must be clearly highlighted. Likewise, role of Specialist Sub-consultant, if any, along with necessity must be highlighted.]

**COMMENTS / SUGGESTIONS OF CONSULTANT**

[Provide here 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 Client, including: administrative support, office space, local transportation, equipment, data, etc., separately under Forms TECH-4A and TECH-4B respectively.]

**A. On the Terms of Reference (TOR)**

1.

2.

3.

Etc.

I

**B. On the Counterpart Staff and Facilities (data & services to be provided by the Client as indicated in the TOR):**

Design Services

1.

2.

3.

Etc.

<b>Note:</b>	<p>1. The Consultant may propose a team of experts to best achieve the scope of service and activities and to deliver outputs as required in TOR. Proposed changes in position/individual inputs should be indicated and reasoned in the Technical Proposal but incorporated only in the Financial Proposals (showing excess/saving, in datum Price as worked out with the person months indicated in the RFP, which must be clearly bifurcated and marked red at each place for acceptance or otherwise by the Client at its prerogative during negotiations).</p> <p>(i). The Proposal may assign person-month inputs differently from TOR. However, Key Personnel input totals in the Proposal should not be less than the minimum totals of person-months inputs mentioned in Data Sheet Sub-Clause-3 .1.4 respectively.</p> <p>(ii). The Proposal may include additional expert position/s. However, additional expert will be considered Non Key Personnel for the purpose of proposal evaluation.</p>
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- (iii). If the Proposal drops or replaces a Key Personnel position with a different one, the original position will receive zero score in the technical evaluation and the new position added in the Proposal will be considered Non Key and will not be evaluated.
- (iv). DO NOT INCLUDE EXCESS/SAVING INFORMATION IN TECHNICAL PRPOSAL. If Technical Proposal includes financial information, the Proposal will be rejected under Clause-3.1.5 of ITC.

2. When the Consultant suggests a change in scope of service, activities or output, the Consultant must describe the details in Form TECH-4A and the change should not be incorporated in the Proposal. Enumerate each suggestion in Form TECH-4 A with incremental cost as a separate attachment to Financial Proposal indicating breakdown into individual remuneration and expenses for each suggestion. Forms FIN-1 to 7 should be prepared without incorporating the changes.

- (i). If Financial Proposal provides no separate attachment about incremental cost to a suggestion, the suggestion will be considered at no additional cost to the Client and no negotiations for an incremental cost shall be done;
- (ii). DO NOT INCLUDE INCREMENTAL COST INFORMATION IN TECHNICAL PRPOSAL. If Technical Proposal includes financial information, the Proposal will be rejected under Clause-3.1.5 of ITC.

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL  
AND  
SPECIALIST SUB-CONSULTANT (IF ANY)**

1. Proposed Position: \_\_\_\_\_
2. Name of Firm proposing the Key Personnel: \_\_\_\_\_
3. Name of Person: \_\_\_\_\_
4. Profession: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Years with Firm: \_\_\_\_\_
7. Nationality & CNIC Number: \_\_\_\_\_
8. Membership in Professional Societies: \_\_\_\_\_  
(Membership of PEC is Mandatory)
9. Detailed Tasks to be Assigned on the Project: \_\_\_\_\_

**10. Key Qualifications:**

{Give an outline of the person's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by the person on relevant previous assignments and give dates and locations. Use upto one page}.

**11. Education**

{Summarize college/university and other specialized education of the person, giving names of institutions, dates attended and degrees obtained}.

**12. Employment Record**

{Starting with present position, list in reverse order every employment held. List all positions held by the person since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate}.

**13. Languages**

{Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor}.

**14. Certification**

I, the undersigned, certify to the best of my knowledge and belief that:

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am not a current employee of the Executing or the Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this Assignment for the duration and in terms of the inputs specified for me in Form TECH-5 provided team mobilization takes place within the validity of this Proposal;
- (iv) I was not part of the team who wrote the Terms of Reference for this consulting services Assignment;
- (v) I am not currently debarred by any department / organization/ (semi-autonomous / autonomous) bodies or such like institutions in Pakistan: and
- (vi) I have been informed by the Firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the Assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

[If CV is signed by the Firm's authorized Representative:

I, as the authorized representative of the Firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named Key Personnel to submit his/her CV, and that s/he will be available to carry out the Assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.]

I understand that any willful misstatement described herein may lead to disqualification or dismissal, if engaged.

\_\_\_\_\_  
Signature of Key Personnel or authorized  
Representative of the Firm

Date: \_\_\_\_\_  
Day/Month/Year

Full name of authorized Representative:

**(Note: copy or scanned signatures are not allowed)**

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO  
BE ASSIGNED TO EACH TEAM MEMBER**

**1. Key Personnel (and Specialist Sub-consultant, if any)**

<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>	<b>Present Locatio</b>	<b>Name of assignment involved and clients</b>

**2. Other Personnel**

<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>



**WORK PLAN/ ACTIVITY SCHEDULE**

<b>Items of Work/Activities</b>	<b>Monthly Program from date of commencing Assignment (in the form of a Bar Chart)</b>														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

**WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL (AND SPECIALIST SUB-CONSULTANT, IF ANY)**

Name	Position	Months (in the form of a Bar Chart)															Number of Months	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		

Continuous: \_\_\_\_\_

Intermittent: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Yours faithfully,

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

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

Designation: \_\_\_\_\_

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

**CURRENT COMMITMENTS OF THE FIRM  
[OF EACH MEMBER IN CASE OF JV AND THE SPECIALIST SUB-CONSULTANT, IF ANY]**

List must be comprehensive including project from clients other than NHA as well

<b>Name of project</b>	<b>Single or JV</b>	<b>Task assignment</b>	<b>Start date of the project</b>	<b>Expected date of completion</b>

# FINANCIAL PROPOSAL FORMS

**FINANCIAL PROPOSAL SUBMISSION FORM**

To: [Name and address of Client] {Location. Date}

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **[Insert the Project Name]** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Insert amount in words and figures}, **including all Federal and Local taxes except GST(to be quoted separately as PS) applicable as per law of the land.** {Please note that all amounts shall be the same as in Financial Proposal Form FIN-

71- ... ' ,

As indicated and reasoned in Form TECH-4 of our Technical Proposal, in accordance with Note 2 under Form TECH-4 of the RFP, a separate attachment for incremental cost(s) is included/ not included in our Financial Proposal *[if attached, strike out "not included" and vice versa]*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 4.5 of the Data Sheet *{or the date extended with the written consent of consultant in case of delay in procurement process}*.

We confirm that we have no condition to state that may have financial implications over and above the amount quoted above.

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, 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.

**BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT**

Project: \_\_\_\_\_

Firm: \_\_\_\_\_

<b>Name</b>	<b>Position</b>	<b>Basic Salary per Cal.</b>	<b>Social Charges (%age of 1)</b>	<b>Overhead (%age of 1+2)</b>	<b>Sub Total (1+2+3)</b>	<b>Fee (%age of 4)</b>	<b>Rate per Month for</b>	<b>Field Allow. (%age of 1)</b>	<b>Rate per Month for Field Work</b>
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes:

Item No. 1 Basic salary shall include actual gross salary before deduction of income tax Payroll sheet for each proposed personnel should be submitted at the time of negotiations.

Item No. 2 Social charges shall include Client’s contribution to social security, paid vacation, average sick leave and other standard benefits paid by the firm to the employee. Breakdown of proposed percentage charges should be submitted and supported {see Form FIN-3}.

Item No. 3 Overhead shall include general administration cost, rent, clerical staff and business getting expenses, corporate tax including sales tax on services and insurances, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported {see Form FIN-4}.

Item No. 5 Fee shall include firm’s profit and share of salary of partners and directors {if not billed individually for the project} or indicated in overhead costs of the firm. ,

Item No. 7 Normally payable only in case of field work under hard and arduous conditions.

Note 1 The minimum percentage of item (1) should be preferably 50% of (8).

Note 2 during execution each invoice will also be provided showing that the Personnel have been paid their salaries as per basic rates mentioned therein; failing to which, NHA will take punitive action against the Consultant and shall deduct the deficient amount from its monthly invoice. Moreover it will be considered as a negative mark on the Consultant’s performance that will be considered for future projects.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_









**A - ESTIMATED LOCAL CURRENCY SALARY/ REMUNERATION COSTS  
EQUIVALENT IN US DOLLARS**

[Refer also to Notes under Form TECH-4]

<b>Sr. No.</b>	<b>Name</b>	<b>Position</b>	<b>Person - Month</b>	<b>Monthly Billing Rate (US \$)</b>	<b>Total Estimated Amount (US \$)</b>
<b>A. All Foreign Expatriates including Foreign Specialist Sub-consultant (if any)</b>					
		<b>Sub Total(A)</b>			

**B-I ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION**

[Refer also to Notes under Form TECH-4]

<b>Sr. No.</b>	<b>Name</b>	<b>Position</b>	<b>Person - Month</b>	<b>Monthly Billing Rate (Rs.)</b>	<b>Total Estimated Amount</b>
<b>B-I. All Local Key Personnel and Specialist Sub-consultant (if any)</b>					
		<b>Sub-Total:</b>			

**B-II ESTIMATED LOCAL CURRENCY SALARY COSTS/ REMUNERATION**

*[Refer also to Notes under Form TECH-4]*

<b>Sr. No.</b>	<b>Position</b>	<b>Person-Months</b>	<b>Monthly Billing Rate (Rs.)</b>	<b>Total Estimated Amount (Rs.)</b>
<b>B-II. Non-Key and other Personnel (Local)</b>				
	Sub Total:			

**DIRECT (NON-SALARY) COST**

<b>Sr. No.</b>	<b>Nomenclature</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price (Pak. Rs.)</b>	<b>Total Amount (Pak. Rs.)</b>	<b>Remarks</b>
<b>1.</b>	All Engineer facilities including residence, office furnishing/logistics, vehicles along with POL and maintenance, survey & Lab. Equipment will be provided by the Client through construction contracts Bill No.7 on Site					
<b>2.</b>	Insurances and Taxes (except the Sales Tax)	-	-	-	-	To be paid by the consultant from its Overheads
<b>3.</b>	Printing of Reports/Stationary/Photostats	Per Month	12			
<b>4.</b>	Site Visit of H.O Experts for Project	Per Visit	6			-
<b>5.</b>	Others not covered above to comply with TOR requirements*					-
<b>Sub-Total for Direct Cost</b>						

### SUMMARY OF COST OF CONSULTANT FOR SUPERVISION SERVICES

*[Refer also to Notes under Form TECH-4]*

Sr. No.	Description	Amount (Pak. Rs.)
1.	Salary Cost	
2.	Direct Cost	
	Sales Tax @ 13% not to be included in the Bid may be kept as Provisional Sum in the	
	<b>Grand Total:</b>	

Note: 1-

The dues and salaries of staff are payable by the Consultant in time and not later than 10<sup>th</sup> of the following month positively.

The grand total is inclusive of all the applicable Federal, Provincial and Local taxes. All these taxes (except the Sales Tax) are required to be built in the quoted rates, and not be mentioned separately.

Any Omission or arithmetical error made by the Consultants in entering the amount against item 1(a) shall also be rectified during evaluation of the Financial Proposal.

# APPENDIX - A

## TERMS OF REFERENCE (Including Description of Services)





# Major Contents

- General
- Objectives
- Reporting Requirement and Responsibilities of the Consultant
- Services
- Time of Completion
- Detail of Experience, Qualification and Responsibilities of Key Experts

# **DESCRIPTION OF SERVICES**

## **CONSULTANCY SUPERVISION SERVICES**

**FOR**

### **CONSTRUCTION OF 03 NOS. BRIDGES OVER PHULELLI-I & II & AKRAM WAH CANAL BRIDGE (NBC) ON HYDERABAD BYPASS KM 157 – 158**

#### **1. GENERAL**

The National Highway Authority intends to engage Consultant for Consultancy Supervision services of Construction of (03) No. Over Phulleli-I, II, and Akram Wah Canal Bridge on Hyderabad Bypass on a highly congested section of N-5 (NBC). Consultant shall provide engineering services with regard to detailed supervision of the construction work. Detailed scope of work is elaborated in the following paragraphs:

#### **2. OBJECTIVES**

The overall objectives of these Terms of Reference are to ensure good and timely construction of this very sensitive and technical job of 03 Nos. Bridges Over Phulleli-I & II and Akram Canal Bridge in flowing water canals on Hyderabad bypass N-5 North-Bound parallel to existing bridges, alongwith construction of new merging approaches on both sides. It is to ensure that high quality construction is achieved in time within the budget allocation and that all work is carried out in full compliance with the approved engineering designs, technical specifications, agreed work schedule, within the terms and conditions of the contract documents and as per sound engineering practices.

#### **REPORTING REQUIREMENTS AND RESPONSIBILITIES OF THE CONSULTANTS**

The Consultants shall be designated (as defined in the Contract Agreement for Construction) for all civil and ancillary works under the project. The Consultants shall administer the civil work's contracts, make engineering decisions, be responsible for quality assurance, material testing, provide general guidance and furnish timely response to the Contractors in all matters relating to the civil works, and ensure that all clauses of the Contract Agreement between the civil works Contractors' and the National Highway Authority (NHA) are respected.

The Consultants shall advise NHA on all matters relating to the efficient and successful execution of the civil works contracts, and shall act at all times so as to protect the interests of the project and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound economic and engineering practices; and shall prepare a "Construction Supervision Manual" outlining routines and standard operating procedures to be applied in construction supervision, based on sound internationally recognized practices.

The Consultant will be responsible for providing qualified professional and supporting staff, and all necessary services required for the efficient cost-effective and timely execution of the consultancy services.

## **SERVICES**

The services of the Supervisory Consultants shall include, but not necessarily be limited to the following:

### **a. Survey Work**

- (1) The Supervisory Consultants shall supervise contractors survey and verify the following works.
  - (a) Stake the Bridge Centerline, ROW limits and
  - (b) Setting of Grade-stakes
  - (c) The cross0-sections along the centerline of bridge and correlate it with the specified FRL.
  - (d) The bridge approaches to connect the bridge with the main highway.
  - (e) Ensure that FRLs of existing and its additional bridge portions are compatible.
- (2) Without relieving the Contractors of their obligations under the Contract, review and approve the traffic management and safety plan, and ensure compliance such that the Works are carried out at all times in a safe and secure manner and damage or injury to persons or property is avoided.
- (3) Check/verify the BOQs of the works to be executed under the current project.

### **b. Rules and Regulations**

The Supervisory Consultants shall ensure that all Federal Government and Provincial Government rules as well as Local rules and regulations applicable to the Works are followed. The Supervisory Consultants shall issue necessary instructions to this effect, to the Contractor on behalf of the Employer. The Supervisory consultant shall ensure optimum use of transport/vehicles and shall not be taken out of Project limit without written permission of Employer's representative. It shall also be ensured that vehicles shall be parked at base camp during public holidays.

### **c. Supervision Responsibility**

The responsibility of supervision shall rest with the Engineer who shall issue instructions in writing to the Supervisory Consultants for the supervision of Works as per the Contract. Supervisory Consultants shall carry out a revision in the plans and specifications as required by the Engineer and prepare all change orders instantly thereto and shall further assist the Engineer in negotiations

necessary for execution of the changes. Such revisions shall be encouraged which result in improved project performance.

- 1) Review the Soil Investigation report .
- 2) Supervise Geotechnical Investigations
- 3) Review Construction material report.
- 4) Check in detail of the BOQ / Estimates and update the same.
- 5) Review proper tests of Soil and Construction Materials.
  - a) Soil Tests
  - b) Concrete Tests
  - c) Reinforced Bar Tests
  - d) Structural Steel Tests
  - e) Other Test as deemed necessary including type of cement and admixtures to be used in different in different elements of bridge construction.

**d. Construction Supervision**

The Supervisory Consultants shall be fully responsible that the Works are executed in accordance with the plans and conform to the specifications. The Supervisory Consultants shall carry out the supervision ensuring the following:

- (1) That all soils and construction materials incorporated into the Works are properly tested and comply with approved specifications.
- (2) That all the Works completed are inspected by the supervisory staff.
- (3) That Works comply with the approved Specifications, Work Methodology, sound engineering practices and in accordance with provisions of the Contract Documents.
- (4) That Contractor complies with the Conditions of Contract with reference to provision of Insurance Guarantees etc.
- (5) That quantity measurements and quality control are in full compliance with the stipulations of the Contract.
- (6) That the laboratory equipment is in working condition at all times.
- (7) Ensure that necessary services are provided corresponding to the Contractor's Schedule of Work without any delays caused on the part of the Consultants.
- (8) Timely assistance and directions are provided to the Contractor in all matters relating to ground survey controls, quality control, testing and other matters relating to the performance and progress of the project.
- (9) Assure quality of the works during construction, continuously

inspect the soils and materials, construction operations and the works with regard to workmanship and compliance with the specifications.

- (10) Evaluate Portland Cement Concrete and bituminous mixture designs prepared by the Contractor and recommend improvements (if any) to ensure the desired performance and accord approval thereof.

**f. Checking and Inspections**

- (1) Assess, maintain and regularly update list of Contractor's construction equipment and ensure that the same complies with the list of equipment submitted by the Contractor with his bid or as per subsequent commitments.
- (2) Jointly inspect the Works with the Employer and/or the Engineer and assist in formal handing over and provide a report certifying satisfactory completion of the Works.
- (3) Inspect and evaluate all installations, housing, medical clinics or dispensaries, shops, warehouses, equipment and other accommodations of the Contractor to ensure compliance to the terms and conditions of the Contract.
- (4) Make arrangements for inspection of sites and project office for Employer's staff and ensure that all relevant information is available and detailed progress report discussed before site inspections are undertaken.
- (5) Where the maintenance period of the construction contract is completed within the period covering the Consultants' contract, the Supervisory Consultants shall carry out maintenance inspection with the Employer and assist in planning of remedial/maintenance Works and their supervision. This shall be done by nominated staff of the Consultants.
- (6) Assist in early maintenance inspection of those Works completed at the end of the Supervisory Consultants' assignment and assist with planning of any remedial works and in the possible supervision for a period of up to Three (03) months after completion of the Works.
- (7) Assure submission and advice on the adequacy of the Contractors' insurance policies, performance bonds, and advance payment guarantees.
- (8) Carry out continuous inspections at the locations where construction activity is in progress.

**g. Reviews, Verifications and Records**

- (1) Assure the receipt of and maintain permanent record under terms and conditions of the Contract Documents for materials including their source and equipment accepted and incorporated in the project.
- (2) Maintaining up-to-date progress schedules in the form of bar charts and other appropriate systems indicating the major items of work being performed according to the Work Program/Schedule approved by the Employer.
- (3) Review the Contractor's proposed Work Schedule and issue acceptance or rejection of the same as the case may be.
- (4) Verify the quality of work performed by the Contractor and submit the report thereto including certification for release or otherwise of the Performance Guarantee.
- (5) Assure the receipt of and maintain as permanent records of all warranties required under terms and conditions of the Contract Agreement for materials including their source and equipment accepted and incorporated in the project,
- (6) Establish a comprehensive system of maintaining site records including site correspondence, survey data, inspection records, test data, site diaries, records of meetings, financial records, progress records etc.

#### **h. Progress and Other Reports**

- (1) Prepare and submit Monthly Progress Reports to the Employer through the Engineer on a format as provided by the Employer. The progress report format includes various chapters and contains guidelines of the contents to be included in the Monthly Progress Report, which shall be adhered to strictly.
- (2) The Supervisory Consultants shall also prepare, as the part of the progress report, Monthly Contract Administration Report. A copy of Monthly Contract Administration Report shall be submitted to General Manager (Sindh-South) of NHA.
- (3) The Consultants shall produce as necessary technical reports and position papers dealing with technical matters arising during the project.
- (4) The Consultants shall prepare an Interim Completion Report for contracts, which reach the stage of substantial completion. These reports must be submitted immediately after the "Taking Over" of the project.

**j. Payment Certificate**

- (1) Prepare monthly contract payment estimates and prepare narrative progress reports and certifications for payment for approval of the Employer or Engineer including up to date cost estimates projected for construction and supervision till completion of the project and comments on Contractor's program.
- (2) Verify and certify work done for each Interim Payment Certificate in the form designed by the Employer as Standard IPC Processing Proforma in addition to the existing practice.

**k. Cooperation, Assistance and Joint Measurement**

- (1) Assist Employer/Engineer with interpretation of Drawings & Contract Documents, more particularly with respect to any disputes with the Contract or other affected parties.
- (2) Inform Employer/Engineer of problems or potential foreseen problems which may arise in connection with the construction contract and recommend appropriate solution(s) to overcome the same.
- (3) Evaluate and make recommendations for the Engineer's actions with respect to claims, disputes, extension of time and other changes outside the scope of work of the Contractor. The recommendations must be supported by necessary provisions of the contract and irrespective of acceptance or rejection of the claims by Engineer, the exact quantification of claims. Further in case of extension of time clear recommendations based on the actual site conditions and unambiguous appraisal of the extension of time with further recommendations of making it conditional or otherwise must be submitted.
- (4) Respond to the requests made by the Employer for application of special attention to any area/activity or in other matter, which is deemed important by the Employer.
- (5) Recommend interim request and carry out joint measurements with the Contractor for preparing a document, which clearly and accurately describes the work done and payments due.
- (6) Participate in accepting the completed Works and prepare a Final Report testifying and certifying the acceptability of the completion Works.
- (7) Cooperate with the Employer, the Engineer and the Contractor in the use where required of, project-wide standardized or computerized methods, formats or programs of reporting physical or financial progress or forecasts.
- (8) Prepare format required for training of the Inspectors and field officer in the application and quantity and quality controls,

work programs implementation/ construction management, contract administration etc.

- (9) Advise NHA on the need for effective liaison with local authorities, police, landowners, utility owners, the public and other organizations affected by the Works in order to minimize or avoid unnecessary delays or disputes.

**m. Special Extension For Select Staff**

Following staff of the Consultants shall be allowed to continue performing services for a period of two (02) month after completion of the project to finalize the accounts and other outstanding issues of the project.

Description	Man-months
(1) Resident Engineer	02
(2) Quantity Surveyor	02
(3) Computer Operator	02

**n. Deliverables**

All deliverables completed in all respect shall be submitted to the Employer with necessary verification or certifications within the construction period followed by (02) month extended period for Select Staff, except for Monthly Progress Reports, which shall of course be submitted on monthly basis. Following deliverables are required to be provided by the Supervisory Consultants:

- (1) As-built Drawings submitted by the Contractor, after review and approval showing remedial works proposed.

**DETAIL OF EXPERIENCE, QUALIFICATION AND RESPONSIBILITIES OF KEY EXPERTS**

Sr. No	Title		Experience, Qualification & Responsibilities
1.	Resident Engineer	<p>General Experience:</p> <p>Qualification:</p> <p>Responsibilities</p>	<p>20 Years</p> <p>Preferably Master Degree in Civil Engineering/Construction Management/Project Management with Proven Fifteen (15) Years</p> <p style="text-align: center;"><b>OR</b></p> <p>Bachelor's degree in Civil Engineering/Construction Management/Project Management. Proven Seventeen (17) years' experience of Project Management. The experience should include construction management of major bridge construction projects on National highways in similar Geographical Spread. Experience on major</p>



			<p>bridges on floating water canals/channels will be preferred</p> <p>He/she will have overall responsibility for the organization, conduct and delivery of consultancy services and reporting to NHA. The Resident Engineer will head the Consultant and will work directly and manage relation with the NHA.</p>
2.	Assistant Resident Engineer (Structure)	<p>General Experience:</p> <p>Qualification:</p> <p>Responsibilities</p>	<p>10 Years</p> <p>Bachelor's degree in Civil Engineering. Proven seven (07) years' experience as "ARE-Structures" on bridges preferably on two or more NHA Projects in similar Geographical Spread.</p> <p>He/she will be responsible for construction supervision of Structural components ensuring implementation in accordance with the required specifications.</p>
3.	Materials Engineer	<p>General Experience:</p> <p>Qualification:</p> <p>Responsibilities</p>	<p>15 Years</p> <p>Bachelor's degree in Civil Engineering. Or M.Sc. in Geology, Proven seven (07) years' experience as "Materials Engineer" on two or more bridges preferably NHA projects in similar Geographical Spread with experience of asphalt concrete mix design and concrete mix designs.</p> <p>He/she will assist the RE will also be responsible for quality of materials used in construction by performing field and laboratory tests and certifying their acceptance based on recommended specifications for materials and will identify sources of materials and quarry sites.</p>

4.	Quantity Surveyor	<p>General Experience:</p> <p>Qualification:</p> <p>Responsibilities</p>	<p>15 Years</p> <p>At least 3 years DAE in Civil preferably B.Tech Civil with minimum ten (10) years of proven experience as “Quantity Surveyor” on five or more major Bridges on NHA road projects. Experience on bridge projects in similar Geographical Spread will be given preference.</p> <p>He/she will be responsible for measure of all types of quantities and preparation of measurement sheets in accordance with approved drawings for the purpose of preparing interim and final payment certificates.</p>
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**TIME OF COMPLETION**

Total Construction time of the project is Twelve (12) Months.

Staffing Requirement for Construction Supervision

**CONSTRUCTION OF (03) NO. BRIDGES OVER PHULLELI-I, II AND AKRAM WAH  
CANAL BRIDGE NORTH BOUND**

**A. Salary Cost**

S. No.	Description	Number	Duration (Man-Moths)	Rate / Month	Amount
<b>Key Staff</b>					
1	Resident Engineer	1	14		
2	Assistant Resident Engineer Str	1	12		
3	Material Engineer	1	12		
4	Quantity Surveyor	1	14		
<b>Non-Key Staff</b>					
1	Inspectors (Str & Hws)	3	12		
2	Surveyors (Str & Hws)	2	12		
3	Lab. Technicians (Str & Hws)	3	12		
4	Computer/CAD Operator	1	14		
5	Survey and Lab. Helpers	3	14		
<b>TOTAL Salary Cost Rs. (A) =</b>					

**B. Non-Salary (Direct) Cost**

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	<b>Communication Expenses</b> Vehicles for Consultant supervisory staff (will be provided by NHA).				
2	Maintenance of vehicles for Engineer/Employer including driver, fuel and lubricants etc. (2 Vehicles)	Months	26		
3	Cost of furnishing of consultants staff accommodation and office including all consumables (Laptop, printer, Bed Sets, Tables, crockery etc)	PS	01		
4	Rent of consultants staff Residence /NHA Complex.	PS	14		
5	Cost of Operations & Maintenance for Engineer staff Residence/including all utility bills, cook, peon, helper, Chowkidar and other office consumables etc.	PS/PM	14		
6	Travel Expenses by key technical staff from head office for site visit	PS	6		
<b>Total Non-Salary Cost Rs. (B)</b>					

**Total Cost of Consultancy Services = Salary Cost (A) + Non-Salary(B) Cost = Rs.**

## **PERSON-MONTHS AND ACTIVITY SCHEDULE**

### **APPENDIX B**

[To estimate Consultant's inputs and costs for the Assignment, person-month and activity schedules are to be provided as per enclosed format (Forms TECH-7 and TECH-8). These two schedules should correlate.]

## **APPENDIX D**

# **APPENDIX-E**

**COPY OF MODEL AGREEMENT  
(To be finalized during Negotiations)**

**Contract for Engineering Consultancy Services  
(Time Based)**

**Between**

\_\_\_\_\_  
**(NAME OF CLIENT)**

**And**

**(NAME OF CONSULTANTS)**

**For**

\_\_\_\_\_ **(BRIEF SCOPE OF SERVICES)**  
**OF** \_\_\_\_\_ **(NAME OF PROJECT)**

\_\_\_\_\_  
**Month and Year**

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## FORM OF CONTRACT

[Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.

2. In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.

3. All notes should be deleted in the final text.]

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_ day of \_\_\_ (month) of \_\_\_ (year), between, on the one hand, \_\_\_\_\_ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

\_\_\_\_\_ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) the General Conditions of Contract; the Special
  - (b) Conditions of Contract; the following Appendices:

[Note: If any of these Appendices are not used, the "Not Used" should be inserted below/next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be provided by the Client and Counterpart Personnel to be Made Available to the Consultants by the Client.

Appendix G: Integrity Pact (for Services above Rs. 10 million)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

\_\_\_\_\_

Witness

(CLIENT)

Signatures\_\_\_\_\_

Signatures\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

Witness

(CONSULTANTS)

Signatures\_\_\_\_\_

Signatures\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

(Seal)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this

Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan;
- (g) "Foreign Currency" -means currency other than the currency of Islamic Republic of Pakistan;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;

- (n) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-consultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

## **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **1.3 Language**

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

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorised Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorised Representative specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **1.5 Location**

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

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorised Representatives specified in the SC.

## **1.7 Taxes**

Unless specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

## **1.8 Leader of Joint Venture**

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

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

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

### **1.10 Headings**

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

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

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

### **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

### **2.4 Expiration of Contract**

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

Clause 2.6.

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

## **2.5 Modification**

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

## **2.6 Extension of Time for Completion**

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

## **2.7.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

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

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days in the case of the event referred to in paragraph (f):

- a)** if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b)** if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or



receivership whether compulsory or voluntary;

- c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- f) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given' after the occurrence of any of the events specified in paragraphs (a) through (d) of this. Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is immaterial breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach; >
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

### **2.9.3 Cessation of Services**

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every , reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the 'Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9

#### **2.9.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

#### **2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraphs (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General**

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

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

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

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

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

The remuneration of the Consultants pursuant to Clause 6 shall

constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

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

### **3.4 Liability of the Consultants**

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

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

### **3.5 Other Insurances to be Taken out by the Consultants**

In addition to the insurance stated in Sub-Clause 3.4 above, the Consultants shall take out and maintain the various insurances as are specified in the SC, at the cost and expense of the Client.

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance" of the Services by the Sub-consultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.8 Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents, is specified in the SC.

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

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such

/equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

### **3.10 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

### **4.2 Description of Personnel**

- (a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants in accordance with the actual requirements of the Contract to ensure efficient performance of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-Clause 6.1(a) of this Contract.

### **4.3 Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

#### **4.4 Working Hours, Leave, Overtime, etc.**

Working Hours per day for Key Personnel are same as of Govt. Of Pakistan working hours. Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorized Representative of the Consultants at site, if any, shall be preceded by the Client informed in writing.

#### **4.5 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client; (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 Resident Engineer**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services, a Resident Engineer acceptable to the Client, shall take charge of the performance of such Services

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

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

#### **5.1.1 Assistance**

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

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

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

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) Coordinate with any other consultants employed by him.

#### **5.1.3 Approvals**

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

### **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge,

unimpeded access to all land of which access is required for the performance of the Services.

### **5.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.1 (a). Rate in the Appendix- E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

### **5.4 Services and Facilities**

The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension, that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Sub-Clause 6.1(b) hereinafter.

### **5.5 Payments**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

### **5.6 Counterpart Personnel**

- a. If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.



- b.** If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Cost Estimates, Ceiling Amount**

- (a)** An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (b)** Notwithstanding Sub-Clause 6.1(a) hereof, if pursuant to any of the SubClauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, and the ceiling or ceilings, as the case may be, set forth in SubClause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- (c)** Notwithstanding Sub-Clause 6.1(b) hereof, if pursuant to any of the SubClauses 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Sub-Clause\* 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)**

- a.** Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.
- b.** Remuneration for the Personnel shall be determined on the basis

of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.

- c. Reimbursable direct costs (non-salary costs) paid as a fixed sum as quoted and approved in the financial bid of consultant, incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the form Fin 6.

### **6.3 Currency of Payment**

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in Appendix D, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

### **6.4 Mode of Billing and Payment**

Billing and payments in respect of the Services shall be made as follows:

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund, in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:
  - (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
  - (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

Any bank interest accruing in a revolving fund shall be credited by the Consultants to the Client.

- (b) As soon as practicable and preferably within thirty (30) days

after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure. In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.

- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (d) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

## **6.5 Delayed Payments**

If the Client has delayed payments beyond the period stated in paragraph (c) of Sub Clause 6.4, interest charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

## **6.6 Additional Services**

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the

Project, the Consultants, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said Additional Services, then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

#### **6.7 Consultants' Entitlement to Suspend Services**

If the Client fails to make the payment of any of the Consultants' invoice within twenty-eight (28) days after the expiry of the time stated in paragraph (c) of SubClause 6.4, within which payment is to be made, the Consultants may after giving not less than twenty-eight (28) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants' entitlement to financing charges under Sub-Clause 6.5. '

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

#### **7.1 Good Faith**

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

#### **7.2 Operation of the Contract**

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

### **8. SETTLEMENT OF DISPUTES**

#### **8.1 Amicable Settlement**

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

#### **8.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable

settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made there under and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due<sup>1</sup> to or by the Client shall be withheld on account of such proceedings.

## 9. INTEGRITY PACT

9.1 If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

### III. SPECIAL CONDITIONS OF CONTRACT

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

#### 1.1 Definitions

1.2 ..... (p) "Project" means

**Construction Supervision Services for Construction of 03 Bridges over Phulelli-I, II & Akram Wah Canals Bridge on Hyderabad Bypass Km 157 – 158 NBC (N-5)**

#### 1.3 Law Governing the Contract

All Personnel shall at all times endeavor to observe and respect all laws, rules, regulations and customs prevailing within the Islamic Republic of Pakistan.

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

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

Telephone \_\_\_\_\_  
Facsimile \_\_\_\_\_  
Email \_\_\_\_\_

For the Consultants

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name of Project Manager)  
\_\_\_\_\_  
\_\_\_\_\_ (Project)  
\_\_\_\_\_ (Address)

Telephone \_\_\_\_\_

Facsimile \_\_\_\_\_

Email \_\_\_\_\_

#### 1.7 Taxes

Payment of Taxes will be the responsibility of the Consultants in accordance with Pakistan Tax Laws.

#### 1.8 Leader of Joint Venture

The leader of the Joint Venture is ..... (name of the Member of the Joint Venture).

[Note: If the Consultants do not consist of more than one entity, the Sub-Clause 1.8 should be deleted.]

**2.1 Effectiveness of Contract**

This Contract shall come into effect after issuance of the Letter of Commencement by the Client.

**2.2 Termination of Contract for Failure to Become Effective**

The time period shall be one hundred twenty (120) days or such other time period as the Parties may agree in writing. ,

**2.3 Commencement of Services**

The Consultants shall commence the Services within twenty-one (21) days after receipt of Letter of Commencement, or such other time period as the Parties may agree in writing.

**2.4 Expiration of Contract**

The period of completion of Services shall be ----- days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are-estimated to be completed before 20

"Completion of Services" means .....

[Note: In the blank space, the last activity (such as submission of As Built Drawings, Completion Report etc.) which declares the Contract to be completed in all respect, may be stated]

**2.7.4 Payments**

Following text is added at the end of the para: “including overheads and profits”

**3.4 Liability of the Consultants**

The Consultants shall be held liable for losses or damages if any suffered by the Client on account of any misconduct and unsatisfactory performance by the Consultants in performing the Services. The Consultants shall be liable for consequence of errors and omissions on their part once proved to the extent of such liability which at maximum shall be twice the Remunerations (excluding reimbursable direct/ non-salary costs) already insured by the consultant under the Contract.

**3.5 Insurance to be Taken out by the Consultants**

The risks and the coverage shall be as follows:

- (a) Professional liability insurance, with a minimum coverage of **not less than twice the Remunerations** (excluding reimbursable direct/ non-



salary costs) under the Contract.

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

- (c) The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:
- i) Variation Orders in respect of:
    - additional quantities of items of Construction Works as determined by the Engineer to be necessary for the execution of Works.
    - any new item of the Works not envisaged in the Construction Works Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
    - any item of Construction Works covered under Provisional Sums.
  - ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
  - iii) Details of any sub-contracts for Construction Works.
  - iv) Any action under terms of Performance Guarantee or Insurance Policy for the Construction Works.
  - v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Works Contract.
    - Adverse Physical Conditions and Artificial Obstructions
    - Suspension of Works
    - Bonus and Liquidated Damages
    - Certificate of Completion of Works
    - Defects Liability Certificate
    - Forfeiture
    - Special Risks
    - Frustration
    - Any other as per the Conditions of Contract of the Construction Works Contract.
  - vi) Final Measurement Statement.
  - vii) Release of Retention Money.
  - viii) Any change in the ratios of various currencies of payment.

**3.8 Documents Prepared by the Consultants to be the Property of the Client**

The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.

**4.2 Description of Personnel**

The word "Personnel" in this Sub-Clause is construed to include "Specialist Subconsultant", if any.

**4.4 Working Hours, Leave, Overtime, etc.**

The Client shall not reimburse overtime payments to any Personnel provided by the Consultants. However, any such provision, if available in the Works contract of the Contractor will be deemed applicable to the specific Personnel of the Consultants.

**4.6 Resident Engineer**

[Note: Name and address of the Consultants' Resident Engineer, if applicable will be provided here]

**5.1.1 Assistance**

- a) The Client shall make available within days from the Commencement Date, the documents namely.....

This list if warranted shall be supplemented subsequently.

- (d) Other assistance and exemptions to be provided by the Client are

**5.1.2 Coordination**

- (a) The departments and agencies include.....

**5.1.3 Approvals**

The Client shall accord approval of the documents immediately but not later than fourteen (14) days-from the date of their submission by the Consultants.

**6.2 Remuneration and Direct Costs (Non-Salary Costs)**

- 6.2(a)** Payments for remuneration made in accordance with Sub-Clause 6.2(a)

shall be adjusted as follows:

- (ii) Remuneration paid in local currency pursuant to the billing rates agreed for each person shall be adjusted every 12 months (and, for the first time, with effect from the remuneration earned in the 13th calendar month after the date of the Contract) by considering the following:
- (iii) Escalation is payable on salary cost only 10% per year fixed percentage of rate enhancement in charged rate shall be effective from 12 months after the date of signing the agreement. This compensation is passed on to the Employees of the firm at the same rate in their salary. An affidavit shall have to be produced to this effect to the satisfaction of Employer.

**6.2 (b)** It is understood that the remuneration rates shall cover salary and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultants' average cost as represented by the financial statements of Consultant's latest three fiscal years and fee of the Consultants.

Remuneration for periods of less than one month shall be calculated on hourly basis for the time spent by the Head Office staff or Project Office staff and directly attributable to the Services (one hour being equivalent to 1/170 of a month) and on calendar day basis for time spent by the Site Office staff (one day being equivalent to 1/30th of a month).

**6.2(c) Direct Costs (Non Salary Costs)**

Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects specified in form FIN 6 of financial proposal to be paid as a fixed sum as quoted and approved in the Financial bid of consultant. These costs include all engineering Facilities as per FIN 6 but are not limited to the following:

- (i) Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- (ii) Provision for labor or work charge establishment.
- (iii) Daily and travelling allowances / expenses of employees, partners and principals when away from home / office on business connected with the project.
- (iv) Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.
- (v) Services directly applicable to the project such as special legal and

accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in Sub-Clause 3.4.

- (vi) Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (vii) Identifiable reproduction cost applicable to the work such as blue printing, Photostatting, mimeographing, printing, binding etc.

### **6.3 Currency of Payment**

- 6.3(b)** Remuneration for foreign personnel shall be paid in foreign currency and remuneration for local personnel shall be paid in local currency. The direct cost expenditures in local currency shall be as stated in FIN 6

### **6.4 Mode of Billing and Payments**

**6.4.1** Amounts due to the Consultants shall be paid within thirty (30) calendar days from the date of submission of its invoice. An affidavit or certificate for salary payment of personnel will be furnished to the Client by the Consultants

- 6.4.2** If the item or part of an item of an invoice submitted by the Consultants is disputed or subject to question by the Client, the payment of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of Clause 6.4.2 shall apply to such remainder and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to the Consultants.

- 6.4.3** The Consultants will be required to submit, as much as are available records of the work carried out under this Contract.

The Client may audit accounts, as much as are available with the Consultants, for the Services provided by the Consultants under this Contract. Should any error be found, this shall be called to the attention of the Consultant and if so it shall be adjusted accordingly. \*

Advance written notice of not less than seven (7) working days shall be given to the Consultants, by the Client, of such audit which shall be carried out during normal working hours at the place where the records are maintained. Such records shall be kept for a period not less than three (3) years from the completion of the Services or termination of Contract pursuant to provisions hereof, to facilitate any questions arising from the Client's Audit.

- 6.4.4** Account number for payment (against an Invoice) to the Consultants, is given below:

***[in case of JV, account numbers of all Members of JV shall be inserted, one after the other]***

Title of Account: .....

Account Number: .....

Branch Code: .....

Bank: .....

## **6.5 Delayed Payments**

The compensation on delayed payments for local and foreign currency shall

- |      |                      |                              |
|------|----------------------|------------------------------|
| (i)  | for foreign currency | Not Applicable               |
| (ii) | for local currency   | Eight percent (8%) per annum |

be as follows:

## **6.6 Additional Services**

The Consultants shall be prepared at any time during the Contract to provide expert technical advice and skill to the Client who may ask and seek such assistance in respect of the Project. The Consultants shall be separately compensated for all such services not covered in the original Services.

## **10. Priority of Documents**

Following is to indicate priority of documents forming part of this Contract to resolve an ambiguity or non-clarity in the provision.

- Contract Agreement;
- The Special Conditions of Contract;
- The General Conditions of Contract;
- The Minutes of Pre-proposal Meeting & Addendum(s) if any;
- Scope of Services/Terms of Reference;
- Any other document including Integrity Pact (and JV agreement in case of JV). - \*

## **11. Royalties**

The Consultants shall save harmless and identify the Client from and against all claims and proceedings on account of or for infringement of any patent right, design, trademark or name or other protected rights in respect to any patented designs, features or equipment they may use\* for carrying out the Services, and shall pay all royalties etc. thereto.

## **IV APPENDICES**

## **Appendix A**

### **Description of the Services**

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks (delivery schedule), place of performance for different tasks, specific tasks to be approved by Client, etc.]

## **Appendix B**

### **Reporting Requirements**

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal etc. If no reports are to be submitted, state here "Not applicable".]



## **Appendix C**

### **Key Personnel and Specialist Sub-consultants**

[List under: C-1 Title [and names, if already available], activities of job descriptions and working hours of Key Personnel to be assigned to work and staff-months for each.

C-2 List of approved Specialist Sub-consultants (if already available); same information with respect to their Personnel as in C-1.]

## **Appendix D**

### **Breakdown of Contract Price in Foreign Currency**

[List hereunder cost estimates in foreign currency:

1. **(a)** Monthly rates for foreign personnel (Key Personnel including Specialist Sub consultant, if any, and other Personnel)
- (b)** Total Remuneration of Staff (on the basis of monthly rates)
2. Direct costs (non-salary costs);  
Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. These costs include but are not limited to the following:
  - (i)** Provisions for office, light, heat and. similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
  - (ii)** Provision for labour or work charge establishment.
  - (iii)** Daily and travelling allowances/expenses of employees, partners and principals when away from home/office on business connected with the project. .
  - (iv)** Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.
  - (v)** Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in Sub-Clause GC 3.4.
  - (vi)** Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
  - (vii)** Identifiable reproduction cost applicable to the work such as blue printing, photostating, mimeographing, printing, binding etc.
- (The detail of the cost estimates to be provided on the additional pages).
3. Sub-total, remuneration and reimbursable non-salary direct costs = (1 + 2)
4. Contingencies, if any
5. Total = (3 + 4)]

## **Appendix E**

### **Breakdown of Contract Price in Local Currency**

[List hereunder cost estimates in local currency:

**1. (a)** Monthly rates for local Personnel (Key Personnel including Specialist Sub consultant, if any and other Personnel);

**(b)** Total Remuneration of staff (on the basis of monthly rates)

**2.** Direct costs (non-salary costs);

Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. These costs include but are not limited to the following: -

- (i)** Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- (ii)** Provision for labour or work charge establishment.
- (iii)** Daily and travelling allowances/expenses of employees, partners and principals when -away from home/office on business connected with the project.
- (iv)** Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.
- (v)** Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in Sub-Clause GC3.4.
- (vi)** Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (vii)** Identifiable reproduction cost applicable to the work such as blue printing, photo stating, mimeographing, printing, binding etc.

(The details of the cost estimates to be provided on the additional pages).

3. Sub-total, remunerations and reimbursable non-salary direct costs = (1 +2).
4. Contingencies, if any
5. Total = (3 + 4)

*Notes:*

**A.** *Elements of the salary costs and billing rates for the relevant salary grades shall also be included in this Appendix.*

**B.** *Estimate will include the following items as applicable:*

- 1.** *Remuneration, i.e. staff costs based on monthly billing rates of the staff and contingencies if any, excluding adjustment of billing rates.*
- 2.** *Direct non-salary costs, contingencies, if any, excluding adjustment of billing rates for the staff covered under direct costs.*

*Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*

- 3.** *Payments in respect of any cost (i.e. total remuneration, and total Direct non-salary cost) which could exceed the estimates set forth in this Appendix may be chargeable to the contingency amounts provided for in the respective estimates, only if such costs are approved by the Client prior to being incurred].*

## **Appendix F**

**and**

### **Counterpart Personnel to be Made Available to the Consultants by the Client**

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in this Clause at the times and in the manner specified hereunder: -

(a)

AS PER CONSTRUCTION CONTRACT BILL NO.7

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(c) Rent will be charged by the Client only for the family status accommodation provided to the Personnel, in the Client's colonies, at the following rates:

Type of Accommodation

Monthly Rent (Rs)

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

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

(d) No rent will be charged for single status residences provided by the Client to the Personnel.

2. Lodge Accommodation

If requested by the Consultants, the Client shall provide lodge accommodation, if available, to all Personnel of the Consultants or the Sub-consultants when on visit to various parts of the Project area or any other station where such facilities or the lodge accommodation of the Client exists (and provided that the Personnel of the Consultants or the Sub-consultants visit that place in connection with the Project) under the same terms and conditions as the Client's staff is entitled.

3. Counterpart Personnel to be made available to the Consultants

The Client shall make available to the Consultants, free of charge, the following counterpart personnel in connection with carrying out of the Services

**Appendix-G**  
**(Integrity Pact)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN**  
**CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title:.....

..... [name of Supplier] 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 Pakistan (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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 time 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.

Name of Buyer:.....  
Signature: Signature: .....  
[Seal]

Name of Seller/Supplier:.....  
Signature: .....  
[Seal]  
[To be signed by all Members in case of JV]