

National Highway Authority



REQUEST FOR PROPOSAL

FOR

**Consultancy Services for Construction
Supervision of New Marine Structure Bridgeto
Replace Existing Damaged Bridge at Km:
452+000, N-10.**

(Page 1 to 124)

22nd December 2020

Table of Contents

Sr. #	Description	Page No.
1.	Letter of Invitation (LOI)	03
2.	Instructions to Consultants (Annex A)	05
3.	Data Sheet (Annex B)	12
4.	Technical Proposal Forms	20
5.	Financial Proposal Forms	36
6.	Appendix A (Terms of Reference)	46
7.	Appendix B (Person-Months and Activity Schedule)	76
8.	Appendix C (Client's Requirements from the Consultants)	77
9.	Appendix D (Personnel, Equipment, Facilities and other services to be provided by the Client)	78
10.	Appendix E (Copy of Model Agreement)	79

**GOVERNMENT OF PAKISTAN
NATIONAL HIGHWAY AUTHORITY
GENERAL MANAGER, NHA, BALUCHISTAN, WEST
GWADAR**

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 TechnicalProposal. 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 TechnicalProposal 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 TechnicalProposal) 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 (d), 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 TechnicalProposal) 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.

General Manager (Balochistan West)
Telephone: +9286421248,
Cell: +923337835920
E-mail: gmwestmakran@gmail.com,
Website: www.nha.gov.pk

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)
8. Appendix D (Personnel, Equipment, Facilities and other services to be provided by the Client).
9. 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 RMA 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 pre-proposal 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 preferably in construction supervision of marine structures 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 one(01) 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. 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 this RFP. This is a mandatory requirement for evaluation of proposals and needs to

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, Security charges surveys and investigations. These costs should be broken into 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 Consultant 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 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 (sub-total) amount and the total amount, or (ii) between the amount 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 (Sf) of 1000 points. The financial scores of the proposals shall be computed as follows:

$$S_f = (1000 \times F_m) / F$$

(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 (S_t) and financial (S_f) 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:

$$S = S_t \times T \% + S_f \times P \%$$

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 fail, 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

LOIClause #

1.1 The name of the Assignment is:

Consultancy Services for Construction Supervision of New Marine Structure Bridge to Replace Existing Damaged Bridge at Km: 452+000, N-10.

The name of the Client is:

National Highway Authority (NHA)

1.2 The description and the objectives of the assignment are:

As per TOR

1.3 Phasing of the Assignment (if any):

- Nil -

1.5 Pre-Proposal Conferences:

Yes No

Pre-proposal conference will be held on:

8th December 2020 at 1100 Hours

in NHABalochistan West Office, National Highway Authority, Makran Fish Harbor Road, Gwadar.

Name of the official is:

Mushtaq Ahmed Kubdai

(General Manager Balochistan West)

E-mail: gmwestmakran@gmail.com

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) at Gwader 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. No separate costs are payable as extra costs for this service. All such costs shall be included in these rates submitted by the consultant in its financial proposal. The consultant has to basically ensure that contractor has completed entire construction work as per NHA General specifications & Works Contract with particular reference to site clearance before taking over the project on completion.
- 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, if 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 non-fulfillment 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) Facilities available with the consultant to perform their functions effectively (proper office premises, software, hardware, record keeping etc.)
- (d) 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.
- (e) 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:

Mushtaq Ahmed Kubdani
(General Manager Balochistan West)
E-mail: gmwestmakran@gmail.com

Phone: +9286421248
Cell: +92-3337835920

3.1.4

- iv. The minimum number of person-months of Key Personnel is:

Total Local Experts: 78 Person-Months

- v. The minimum required qualification and experience of proposed Key Personnel is given in Appendix – A “Terms of Reference”

vii. 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).

4.1 The number of copies of the Proposal required is:

Technical Proposal:

One Original and Three 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.

The address for writing on the proposal is:

General Manager (West Makran)
National Highway Authority
Fish Harbor Road NHA Gwader
Phone: +9286421248
Cell: +92-3337835920
E-mail: gmwestmakran@gmail.com

4.4 The date and time of proposal submission is:

1130 hours on 22nd December 2020

The location for submission of proposal is:

National Highway Authority
Fish Harbor Road NHA Gwader

4.5 Validity period of the proposal is:

180 days

The bid shall remain valid upto:

21st June 2021

Location for Negotiation is:

National Highway Authority
Fish Harbor Road NHA Gwader

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

Description/ Items	Points
i. Experience of the Firm	150
a) General Experience	(25)
b) Specific Experience	(125)
ii. Approach & Methodology	100
Understanding of Objectives	(10)
Quality of Methodology	(20)
Innovativeness/Comments on TOR	(10)
Work Program	(30)
Staffing Schedule	(20)
Conciseness, clarity and completeness in proposal presentation	(10)
iii. Qualification and Competence (in Areas of Expertise) of the Key Personnel	600
iv. Present commitments of the Firm	50
v. Past performance of the Firm	100
Total Points:	1000
Minimum qualifying technical score	70%

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

a. Supervision Phase Team:

Description/ Items	Percentage
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).

5.3.3 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:**

March 2021

SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSAL (QCBS)

EVALUATION CRITERIA		Max. Weight*	Firm 1		Firm 2	
			Rating	Score	Rating	Score
I. Firms Experience		200				
	General Experience	50				
	Specific Experience	150				
II. Approach and Methodology		50				
III. Personnel (Areas of Expertise) (Qualification and Competence of Key Personnel)		600				
	Construction Supervision	600				
	a) Resident Engineer/ Team Leader	200				
	b) Quantity Surveyor	90				
	c) Site Inspector Structure	130				
	d) Material Inspector	110				
	e) Surveyor	70				
IV. Present Commitment of the Firm		50				
V. Past Performance of the Firm (As per the submission under Data Sheet clause 1.8 d and NHA's internal information)		100				
The Joint Venture (JV) shall be evaluated in the same manner as a single entity, since they function as one unit.						
TOTAL		1000				

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 60% for design review but 65% for supervision		Status with the Firm 10% for design review but 5% for supervision		OVERALL RATING (Sum of Weighted Ratings)
		Percentage Rating	Weighted Rating(A)	Percentage Rating	Weighted Rating (B)	Percentage Rating	Weighted Rating (C)	(A+B+C)
(Show all experts to be evaluated)								
Construction Supervision								
a) Resident Engineer/ Team Leader								
b) Quantity Surveyor								
c) Inspector Structure								
d) Material Inspector								
e) Surveyor								

Rating: - Excellent - 100%
Non-complying - 0%

Very good – 90-99%

Above Average – 80-89%

Average – 70-79%

Below Average – 1-69%

Score = Maximum Weight X rating /100

* These marks for status with the firm shall apply for evaluation of Key Personnel proposed for Design Review phase 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	<i>Page Limit</i>
√	TECH-1	Technical Proposal Submission Form	
√	TECH-1 Attachment	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 existing agreement.	
“√” 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 of the lead member to represent all JV members.	
√	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 Performing the Assignment	50
√	TECH-4	Comments/ Suggestions of Consultant	<i>[See footnote]¹</i>
√	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	9 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.

¹ 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-size paper 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 theProject Name]in accordance with your Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a FinancialProposal 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 eachmember, 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 JV'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 ownership¹.]

[¹ 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 [Consultancy Services Construction Supervision of New Marine Structure Bridge to Replace Existing Damaged Bridge on N-10. Motorways or Expressways or Dual Carriageways including Earthwork, Pavement and Bridges as well as Interchanges and Service Areas]* Carried Out in the Last Ten Years (by each member in case of JV) 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 themember 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:		No. of Person-Months of Key Personnel Provided by member Firm(s), in case of JV
Name of Senior Staff (Project Manager /Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Staff of your Firm		

Consultants' Name: _____

* Maximum Marks i.e. 125 allocated against Specific Experience of the Firm are meant for relevant Services on Motorways only; in case of Expressways and Dual Carriageways, the Maximum Marks shall be reduced to 113 and 88 respectively.

**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.

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.

Note:	<ol style="list-style-type: none">1. The Consultant may propose a team of experts to best achieve the scope of service and activities and to deliver outputs <u>as required in TOR</u>. 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).<ol style="list-style-type: none">(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.(ii) The Proposal may include additional expert position/s. However, additional
--------------	--

	<p>expert will be considered NonKeyPersonnel for the purpose of proposal evaluation.</p> <p>(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 NonKey and will not be evaluated.</p> <p>(iv) DO NOT INCLUDE EXCESS/SAVING INFORMATION IN TECHNICAL PRPOSAL. If Technical Proposal includes financial information, <u>the Proposal will be rejected under Clause-3.1.5 of ITC.</u></p> <p>2. <u>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.</u> Enumerate each suggestion in Form TECH-4A 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 <u>without</u> incorporating the changes.</p> <p>(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;</p> <p>(ii) DO NOT INCLUDE INCREMENTAL COST INFORMATION IN TECHNICAL PRPOSAL. If Technical Proposal includes financial information, <u>the Proposal will be rejected under Clause-3.1.5 of ITC.</u></p>
--	--

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL HAVING SPECIFIC EXPERIENCE IN CONSTRUCTION SUPERVISION OF MARINE STRUCTURES 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)

Name	Position	Task Assignment	Present location	Name of assignment involved and clients names at present
	Resident Engineer			
	Quantity Surveyor			
	Inspector Structure			
	Material Inspector			
	Surveyor			

2. Other Personnel

Name	Position	Task Assignment
	Lab Technican	
	Trainee Engineer	
	Computer Operator	
	Helper	

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Program from date of commencing Assignment (in the form of a Bar Chart)														
	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 INCASE OF JV AND THE SPECIALIST SUB-CONSULTANT, IF ANY]**

List must be comprehensive including project from clients other thanNHA as well

Name of project	Single or JV	Task assignment	Start date of the project	Expected date of completion
			March 2021	18 months

FINANCIAL PROPOSAL FORMS

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert theProject 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, Provincial and Local taxes applicable as per law of the land. Security Charges of staff at site will be born by the consultant {Please note that all amounts shall be the same as in Financial Proposal Form FIN-7}.

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: _____

Name	Position	Basic Salary per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total (1+2+3)	Fee (%age of 4)	Rate per Month for project Office	Field Allow. (%age of 1)	Rate per Month for Field Work
		(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 Consultant will bear the cost of security which will be included in total cost.
 - Note 1 The minimum percentage of item (1) should be preferably 50% of (8).
 - Note 2 The Consultant is to provide appointment letter and affidavit/undertaking duly signed by each of the individual Personnel showing salary rates as above. Further 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.
 - Note 3 The Consultant shall provide its audited financial statements of latest three fiscal years, during negotiations, w.r.t. second paragraph under SC 6.2 (b) of the Model Agreement (APPENDIX-E).

Full Name: _____
 Signature: _____
 Title: _____

BREAKDOWN OF SOCIAL CHARGES

Sr. No.	Detailed Description	As a %age of Basic Salary
	N.A	

BREAKDOWN OF OVERHEAD COSTS

Sr. No.	Detailed Description	As a %age of Basic Salary and Social Charges

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

[Refer also to Notes under Form TECH-4]

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

N
o
t
A
p
p
l
i
c
a
b
l
e

B-I ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

[Refer also to Notes under Form TECH-4]

Sr. No.	Name	Position	Person-Months	Monthly Billing Rate (Rs.)	Total Estimated Amount (Rs.)
B-I. All Local Key Personnel and Specialist Sub-consultant (if any)					
		Resident Engineer	21		
		Material Inspector	18		
		Quantity Surveyor	21		
		Site Inspector (Structure)	18		
		Sub-Total:			

B-II ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

[Refer also to Notes under Form TECH-4]

Sr. No.	Position	Person-Months	Monthly Billing Rate (Rs.)	Total Estimated Amount (Rs.)
B-II. Non-Key and other Personnel (Local)				
	Surveyor	18		
	Lab Technician	18		
	Trainee Engineer	18		
	Computer Operator	21		
	Helper 2 number	2*18+3		
	SubTotal:			

DIRECT/ NON-SALARY COSTS SUPERVISION SERVICES

[Refer also to Notes under Form TECH-4]

Sr. No.	Nomenclature	Unit	Quantity	Unit Price (Pak. Rs.)	Total Amount (Pak. Rs.)	Remarks
1.	Communication Expenses allocable to the Assignment	Months	24			Fixed Rate
2.	Printing of Reports and Drawings for the Assignment	Months	24			-do-
3.	Travel expenses of required Key Personnel between Head Office and Site (as per actual) NA	P.S	-	-		Reimbursement of actual expenditures upto a maximum limit subject to approval of Project Director for travel(s).
4.	Cost of preparing Construction/ Supplementary Drawings	L.S	As per TOR	-		-
5.	Others not covered above to comply with TOR requirements*					
Sub-Total for Direct Cost						

* Any additional item/ cost quoted against this line item must have provided solid/tenable justification(s) detailed in Form TECH-4 "Comments on TOR" without indicating financial value therein. The Client's negotiation committee will deliberate on the requirement of additional item/ cost in case such Firm stands top ranked. It is also to be noted by the Consultants that the Client is not bound to agree to the reasons given in Form TECH-4.

**SUMMARY OF COST OF CONSULTANT FOR DESIGN REVIEW AND
SUPERVISION SERVICES**

[Refer also to Notes under Form TECH-4]

Sr. No.	Description	Amount (Pak. Rs.)	Amount (US \$)
1.	Salary Cost		- Not Applicable-
1(a).	Sales Tax @ 16% on item 1 above which shall be kept as Provisional Sum in the Contract Agreement		- Not Applicable -
2.	Direct Cost		- Not Applicable -
3.	Contingencies	-	- Not Applicable -
	Grand Total:	12,150,000	- Not Applicable -

- Note: 1- The dues and salaries of staff are payable by the Consultant in time and not later than 10th of the following month positively. In case of failure to do so Client shall intervene and pay these dues and salaries of the concerned Personnel and recover from the invoice of the Consultant at actual charges paid plus 1% of the amount. This will also be accounted for adversely in making assessment of the Consultant in the next evaluation process for selection of consultants with report of such defaults.
- 2- 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. Security charges of staff working at site is inclusive of the grand total.
- 3- 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

- Background
- Objectives of Assignment
- Scope of Services and Expected Deliverables
- Team Composition and Qualification Requirement of Key Personnel and Specialist Sub-consultant.

1.0 General

Construction supervision of New marine structure bridge at Sawarh Markran Coastal Highway N-10 Km 452:

i)

2.0 Objectives

The overall objectives of these Terms of Reference are to:

- i) Ensure that high quality construction is achieved in time within budget and that all work is carried out in full compliance with the approved engineering designs, technical specifications, agreed work schedule, and within the terms and conditions of all other contract documents and sound engineering practices applicable to Marine Structures;
- ii) Review in detail, the design of selected road sections and update by undertaking detailed survey;
- iii) Demonstrate the efficacy of contract administration and supervision as independent external agencies;
- iv) Promote technology transfer and the introduction of modern Contract Administration practices within NHA;

3.0 The Consultant

A well-reputed consulting firm, registered with Pakistan Engineering Council, will provide the Services. The consulting firm may form a JV as per instructions of the RFP. The Consultants will provide the staffing as indicated in section 11 of TOR under the heading ‘Staffing’; though in preparing their proposals the Consultants may propose (cost-neutral) alternative arrangements that, in their opinion, will provide Services of an equivalent quality. The final staffing will be adjusted to suit the actual procurement and implementation schedules.

4.0 General Duties and Responsibilities of the Consultants

The Consultants will be designated as the “Engineer’s Representative” for the Works under the project. The Consultants will be responsible for quality assurance, provide general/specific guidance and furnish timely response to the Contractors in all matters relating to the Works, and ensure that all Clauses of the Contracts between the Works Contractors’ and the National Highway Authority (NHA) are complied with.

As a faithful adviser to the Client (NHA), the Consultants will advise NHA on all matters relating to the efficient and successful execution of the Works Contracts, and will act at all time so as to protect the interests of the Client and will take all reasonable steps to keep all expenses to a minimum and consistent with sound economic and engineering practices; and will prepare a “Contract Administration and Construction Supervision Manual”, based on sound internationally recognized practices.

5.0 Scope of Services for Construction Supervision

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

5.1 Applicability

The available tender drawings / design suffice for the purpose of tendering. Before the supplementary / construction drawings are formally issued to the Contractor, the supervisory Consultants shall on fast track without fail establish the traverse & level controls along the Alignment; Joint cross-sections, with the Contractor, shall be observed and shall form the basis of Construction Drawings and validation of the Project estimate. The location, size and quantity of structures shall be checked and validated.

If during joint survey in field any deficiency in topography is observed, it shall be depicted, mitigated and incorporated in the design at no cost to Client in this consultancy agreement.

The traffic count, projections and computation of ESAL's with appropriate damaging factors shall be re-validated. Pavement design computations shall be confirmed. Consultants is advised to keep the original Contract intact as much possible (excepting necessary mitigation) to avoid re-rating and variation orders, unless the project quality/ safety is compromised.

Consultants shall carry out independent computations of New Marine Sawarh bridge. Any economy achieved shall add on to Consultants grading. Construction Drawings shall be developed and issued to the Contractor.

Review of hydrology report based on rainfall and flood record including surface runoff and drainage area characteristics. The discharge against individual drainage structures shall be checked. .

Road surface runoff, collection of water and disposal shall be adequately addressed.

Soil characteristic along the alignment shall be checked for any likely stability issues. Review suitability of locally available construction materials, and if necessary, locate new quarry sites if required. Borrow pits as identified by the Contractor shall be checked for suitability to be used in construction of marine structures.

The Consultants shall finally validate the Bid BOQ . Every effort shall be made to secure the project cost within budget.

5.2 Environment

Based on the findings of EIA, Consultants will ensure that adequate measures are incorporated in design and planned & executed by the Contractor. Any adverse environment impact shall be mitigated immediately once reported or observed.

Ensure that the Bidding Documents include specific provisions to minimize disruptions / damage to the environment and local settlements during construction.

Review Environment Management Plan to address implementation and monitoring of parameters listed in the EIA report during construction and operation phase.

6.0 Contract Administration and Responsibilities

- Review/update and finalize construction schedules as submitted by Contractor showing the anticipated progress of Works and expenditures of the Contract. The schedules will reflect seasonal climatic effects at the Works sites and will take into account all factors pertaining to delay of the project.
- Supervisory Consultant shall be fully responsible for soundness and safety of Marine structures by it and shall be responsible for the “material changes” in design updated by the Consultants [A mitigation to adjust the earthwork after joint survey and adjustment of invert levels / foundation base level of structures besides their fitness as per topography etc. shall not be treated as “material changes”].

7.0 Construction Supervision Services

As The Engineer’s Representative, the Consultants and its staff will implement the Works Contract and ensure that the Works are constructed in accordance with its provisions / specifications for CONSTRUCTION SUPERVISION OF MARINE STRUCTURES. The Consultants will have all the powers delegated to it through FIDIC Conditions of Contract as being the Engineer’s Representative, except the Conditions that will rest with the Engineer as per authorization letter to be issued by the Engineer. Following, will be retained and exercised by the Employer, generally on the advice of The Engineer:

- i) Issuing the order to commence the Works;
- ii) Approving variation orders that have financial implications;
- iii) Approving significant variations in quantities;
- iv) Any contractual matter involving financial impact;
- v) Approving subletting any part of the Works; and
- vi) Approving Extension of Time.

8.0 Specific Tasks

The Construction Supervision Services shall include but not limited to the following tasks:

- (i) Give Notice to commence the Works.
- (ii) Assure submission and advice on the adequacy of the Contractors’ insurance policies, performance guarantee, and advance payment guarantees.
- (iii) Review and approve the Contractor’s work programs and progress schedules ensuring that the Contractor have incorporated / followed the most effective and expeditious methodology of carrying out the Works; and advise the Contractor in setting up a computerized project control system for reporting

physical and financial progress as well as the forecasts, if included in the Bids and/or if demanded later on by NHA. Subsequently, closely monitor the construction progress on regular basis to determine whether it is proceeding in accordance with the approved work program.

- (iv) Provide advance advice to NHA concerning the Schedule of handing over of sites, and possible delays due to lack of possession with a view to assure that the Contractor is given Possession of Site in accordance with the agreed work programs.
- (v) Assess minimum construction equipment, plant and machinery requirements, by type and specification, and monitor, keep and regularly update a list of the Contractors' equipment, plant and machinery in order to keep a check on the Contractors' mobilization.
- (vi) Inspect and evaluate the Contractor's establishments including in particular the laboratory facilities to ensure compliance with the terms and conditions of the Contract.
- (vii) Assure the receipt of and maintain as permanent records of all warranties required under terms and conditions of the Contract for materials including their source and equipment accepted and incorporated in the project.
- (viii) Without relieving the Contractor of its obligations under the Contract, check and approve the Contractor's Working Drawings, Method Statements and Temporary Works proposals; and review/approve any subsequent design changes, and expeditiously issue supplementary drawings, site instructions, variation orders and day work orders to avoid delay to the Works and to ensure that the Works are executed in accordance with Contract.
- (ix) Without relieving the Contractor of its 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. Consultants shall ensure that suitable road user safety/ warning signs are properly installed and remain at appropriate locations to avoid any mishap during construction activities.
- (x) Assure that the Contractors have all necessary data for setting out and check the Contractor's setting out including staking the right-of-way limits, centerline, and grade and confirm permanent monuments in the construction area. During establishment of survey control points and joint cross-sections the Consultants shall mobilize extra survey manpower; three teams for limited time, till the data for development of Construction drawings is recorded jointly.
- (xi) Inspect quarries and borrow pits, and crushing plants, and order tests of materials and ensure adherence to specifications, and approve the sources of materials specific with marine structures. Consultants shall make a vigilant check to confirm that the material is brought to Site from approved quarry/ borrow sites. Any change must be approved afresh.
- (xii) Without relieving the Contractor of its obligations under the Contract, monitor the Contractor's laboratory testing, evaluate the cement concrete for marine

structures and bituminous mixture designs prepared by the Contractor, and recommend improvements (if any) to ensure the desired performance, and accord approval thereof.

- (xiii) 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; and carry out independent testing in the field and/or in the Project laboratory, and approve or disapprove and certify the Works that conform with the specifications and maintain permanent records of results of all the tests made.
- (xiv) **Consultants shall ensure presence of all qualified technical staff during Contractor's execution of Works at site in Gwader with Specific Experience in Construction Supervision of Marine Structures.**
- (xv) Give notice to the Contractor of any defects and deficiencies, and issue instructions for the removal and substitution of the improper works, where provided under the Contract. If required, order suspension of the Works and/or recommend to NHA other recourse available under the Contract.
- (xvi) Attend and make measurement and computation of quantities of the completed Works, or any work which is about to be covered or put out of view before permanent Work is placed thereon, and maintain permanent records of all such measurements, and keep the measurement books and records in safe custody.
- (xvii) Monitor and appraise progress of the Works, and maintain a day by day project diary which shall record all events pertaining to the Administration of the Contract, requests form and orders given to the Contractor, and any other information which may be at a later date be of assistance in resolving queries / disputes which may arise concerning execution of the Works.
- (xviii) Issue monthly-consolidated progress reports on a format to be agreed with NHA including payment estimates and comments on the Contractor's Work programme, and advise NHA of any problems or potential problems which might arise and cause delay in implementation and recommend corrective action(s) to be taken. Any claim raised by the Contractor shall be dealt timely to safeguard the Client's interest.
- (xix) Check the Contractor's periodic statement of the estimated value of Works completed and certify that these statements clearly and accurately describe the value of Works executed either based on the value of completed activities in the "Activity Schedule" or on the value of the quantities of the items in the "Bill of Quantities".
- (xx) Issue the interim certificates to NHA for payment to the Contractor on the basis of the "Activity Schedule" or "Measured Work Items", as the case may be, having regard to any contractual provisions for advance payment, retention money, variation of price, and exchange rate fluctuation etc. Certify the completion of the Activities/Works or parts thereof and process final payments to the Contractor.
- (xxi) Assist with interpretation of the Contract Documents, explain and or reconcile any ambiguities and or discrepancies in the Contract Documents, and comply with provisions of the Contract; and provide NHA all relevant documentation

needed for settling disputes (if any) with the Contractors, and make recommendations to NHA for resolving the Contractor's Price Adjustment claims, time extensions, variation orders, subletting, additional cost, rate and price fixing etc.

- (xxii) Advise NHA on 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.
- (xxiii) Assure that (i) the Contractor comply with all necessary requirements contained in the Environmental & Social Management Framework; (ii) ensure that the day-to-day construction activities are carried out in an environmentally sound and sustainable manner; (iii) develop good practices construction guidelines to assist the Contractor and NHA staff in implementing the Framework; and (iv) prepare and submit monthly 'Environmental Mitigation Plan' (EMP) and 'Resettlement Action Plan' (RAP) compliance reports.
- (xxiv) Jointly inspect with NHA the completed Works, and assist in formal taking over and review and approve or prepare "As Built Drawings and plans" (as the case may be), and provide report(s) testifying to the satisfactory completion of the Contract.
- (xxv) Inspect the completed Works periodically during the defect liability period within the term covering the Consultant's Agreement, prepare lists of deficiencies (if any), and carry out supervision of the remedial works, and issue the Defects Liability certificates after the rectification of notified defects by the Contractor.
- (xxvi) Assist NHA in settling any Audit Para's and Objections raised, and prepare replies related to the project, and provide the entire relevant documents/papers/letters etc. to support the replies – until one year after completion of Works.
- (xxvii) Establish a comprehensive system of maintaining site records including site correspondence, inspection records, test data, site diaries, records of meetings, financial records, progress records etc. Upon completion of the Project all record/ data scanned on a CD with multiple copies shall be submitted to Client. Provide any other specialist (additional) services requested by NHA under conditions to be mutually agreed.

9.0 Special Instructions

The Consultants will seek the prior written approval of NHA to:

- i) Issue variation orders carrying financial and / or technical implications, including addition or deletion of activities in the Activity Schedule, BOQ items, fixing rates and prices, variations in item rates, sums or costs.
- ii) Approve the subletting of any part(s) of the Works.
- iii) Approve any extensions of the period for completion of the Works.
- iv) Approve any additional cost and / or price adjustment claims by the Contractor.

- v) Any other activity as indicated in the Contract between the Employer and the Contractor.
- vi) Decision of the client shall be final in consultation with the consultant as per NHA General Specifications

10.0 Project Performance Monitoring

- i) Carry out a baseline survey of alignment for monitoring the Project's performance in accordance with the project performance management system developed during project processing.
- ii) Establish systems for recording data and statistics for such monitoring.
- iii) Collect required data and undertake other relevant surveys before construction and immediately after completion of Works;
- iv) Incorporate findings and supporting data in the project completion report, in accordance with a schedule and terms of reference to be agreed by NHA.
- v) A web based project monitoring and reporting with database at the backend shall be developed. It shall have dashboard at various level of management regarding Project activities and progress.

11.0 Staffing by Consultants

11.1 The requirement of staffing envisaged is given hereunder:

- ✓ It is estimated that 04 Key Personnel having 78 person- months will be required by the local resources of the Consultants for Construction Supervision with other responsibilities to be undertaken by the Consultants, to manage the project. Detail of the staff as per project's requirement is given below in section 11.3 of TOR. All the Staff Mobilized by Consultant shall have Specific Experience in Construction Supervision of Marine Structures.
- ✓ The staff as given in section 11.3 of TOR has been fixed by NHA for the evaluation purpose and the Consultants are permitted to propose alternate arrangements only as per Notes under Form TECH-4 i.e. Comments on the TOR in their technical proposals. Such suggestions will be discussed during the contract negotiations.
- ✓ The qualification and experience required of Key Personnel are detailed at the end of TOR **having Specific Experience in Construction Supervision of Marine Structures.**
- ✓ The implementation period for Contract, programmed to be executed during the project is planned to consist of a construction period of 18 months followed by a Defect Liability period of 12 months. The Team Leader (Resident Engineer) of the Consultants is expected to mobilize approximately 1 month in advance of the commencement of Works in order to assist NHA with activities leading up to mobilization of the Contractor. Site supervision team is expected to mobilize on the date of actual commencement of Works by the Contractor.
- ✓ The Contract period of the Services will be thirty nine (18+3 DLP) months.
- ✓ During the Defect Liability Period, The Resident Engineer **Specific Experience in Construction Supervision of Marine Structures** will

continue on a part-time basis while the supervision team members would be mobilized on an as-required intermittent basis. After the end of the Defect Liability Period, the Resident Engineer is expected to need three months to close the Contract.

- ✓ The mobilization and de-mobilization of Key Personnel shall be with prior written consent of the Client.
- ✓ *The facilities of Consultants regarding office and residential accommodation at site, site transport, project laboratory with requisite equipment & furniture etc. will be provided as admissible under Works Contract's Bill No.7. Preferably all the permanent Facilities shall be established at the General Manager, Balochistan West Office Complex at Gwadar.*

11.2 Special Extension for select Personnel

Following staff of the Consultants shall be allowed to continue performing Services for a period of Three (03) months after completion of Works to finalize the accounts and other outstanding issues of Contract. This period of Three (03) person-months for each of the Personnel shall be spread over 15 months to finalize the said activities.

S. No.	Description of Personnel	Nos.	Months	Man-months
(1)	Resident Engineer	01	03	03
(2)	Quantity Surveyor	01	03	03
(4)	Computer Operator	01	03	03
(5)	Office Boy	01	03	03

11.3 Staff Requirements

The Services shall be provided by the local Key and Non-Key Personnel, which shall include but not be limited to the following:

A.	Construction Supervision Team			
1	Resident Engineer/ Team Leader	01	1+18+3	21
2	Inspector Structure	01	18	18
3	Inspector Material	01	18	18
4	Quantity Surveyor	01	18+3	21
	Sub-Total (A):			78
B.	Non Key Personnel			
5	Lab Technicians	01	18	18
6	Surveyor	01	18	18
7	Trainee Engineer	01	18	18
8	Computer Operator	01	18+3	21
9	Office Boy/ Watchman	02	18+3	42

	Sub-Total (B):	117
	Total (A+B+C):	195

Total Key Personnel Person-Monthsfor Const. Supervision: 78;
Total Non-Key Personnel Person-Months: 117.

Note: The Qualification and Experience requirements for the Key Personnel and Non-Key Personnel tabulated above are given in detail at the end of TOR.

12.0 Reporting Requirements

The Consultants will prepare and submit to NHA five copies of each of the under mentioned reports. The format of these reports shall be mutually agreed with NHA.

- i) Inception Report (1st month)
- ii) Progress Reports (monthly)
- iii) Contract Administration and Supervision Manual
- v) Annual Report (at the end of each Financial Year)
- vi) Technical Reports
- vii) Contract Completion Reports
- viii) Project Documentary Report (Cassette + CD)

i) Inception Report:

The Consultants will submit an Inception Report at the end of the 1st month from the Date of Commencement. This will contain full detail of the Consultant's supervisory methodology and staffing plan with supporting CVs of Personnel and projected monthly billing.

ii) Monthly Progress (Contract Administration) Report:

The Consultants will not later than the 10th of each month, prepare a narrative progress report summarizing:

- Construction progress during the month and cumulative to date for the Contract drawing specific attention to any major causes of delay (administrative, financial or technical) with details of remedial action taken or recommended to the Client.
- A comparison of actual and forecast expenditures both during the month and cumulative to date of the Contract, and a record of the status of the payments of the Contractor's monthly invoices, of all claims for cost or time extensions, and of actions required by NHA to permit unconstrained Works implementation. The Consultant will also advise on the final estimated cost for the Contract and draw attention to any major changes in the project budget including details of remedial actions taken or recommended to the Client.
- Technical appreciation of any design or quality control problems for the Contract including details of remedial action taken or recommended to the Client.
- Status of compliance with the Environmental Management Plan and Resettlement Action Plan.

iii) Contract Administration and Supervision Manual:

It shall be prepared and submitted within 1 month of Date of Commencement in hard and soft (MS Word format).

iv) Annual (Management Information) Report:

The Consultants will prepare a comprehensive report summarizing all activities under the Services at the end of each Financial Year, and also at other times when considered warranted by either the Consultants or NHA because of delay in construction of Works or because of the arising of technical or contractual issues. Such reports shall summarize not only the activities of the Consultants but also the progress of the Contract including all contract variations and change orders, the status of the Contractor's claims, and brief descriptions of the technical and contractual issues being encountered and resolved besides other relevant information for the project.

v) Technical Reports:

The Consultants will produce necessary technical reports and position papers dealing with technical matters arising during the project execution.

vi) (a) Interim Contract Completion Report:

The Consultants will prepare the interim Completion Report for the Contract within 30 days of issuance of TakingOver Certificate. This report shall summarize the implementation and financial history of the Contract, the defects list provided to the Contractor and all outstanding claims pending resolution.

vii)(b) Final Contract Completion Report:

The Consultants will prepare a comprehensive final Completion Report within 90 days after issuance of the Defect Liability Certificate of the Contract. The Final Completion Report for the Contract shall summarize the method of construction, as – built record showing the location and details of all works carried out, all the defects and certification of the satisfactory correction of such defects for the construction Contract, the construction supervision performed, and recommendations for future contracts of similar nature to be undertaken by NHA.

viii) Project Documentary Report:

The Consultants will prepare a comprehensive project documentary/movie of international standard covering all activities occurred during construction.

13.0 Client's Staff

The Client (NHA) may designate its own staff and/or fresh Graduates from the Engineering Universities to work with the Consultants for the purposes of on job training for transfer of skills. The Consultants shall employ five Graduate Trainee Engineers on the project throughout the duration of the consultancy agreement at no cost to NHA; whereas the carry home salary of each Trainee Engineer per month to be paid by the Consultants shall not be less than Rs.40,000/- after deducting all applicable taxes and Consultant's overheads. NHA will not pay any separate person month to the Consultants on this account.

In addition to above, the Client may also designate its own staff to work with the Consultants for the purpose of on the job training (at no cost to the Consultants).

14.0 Facilities

Offices and utilities for the Consultants will be financed under the Works Contract. Accommodation of the Consultant's full time and short-term supervising Personnel shall be provided in the Works Contract. Furnished field offices at Gwader , material testing laboratories, and field transportation will be provided under the Works Contracts.

15.0 Indemnity of Client

The Consultants will indemnify the Client against any inaccuracies / deficiencies in the Services of the team of Consultants. The Consultants will be required to obtain and maintain professional indemnity insurance at its own cost as per the latest Pakistan

Engineering Council regulations, as reflected in the consultancy agreement, from the date of the appointment of the Consultants till the end of project duration also keeping in view Public Procurement Regulations, 2010.

16.0 Time of Construction

Total Construction time of the project is **Eighteen (18) months**.

17.0 Qualification and Experience requirement of Personnel

The engineering services shall be provided by the local Key Personnel, who will be assisted by Non-Key Personnel. The Qualification and Experience requirements of these Personnel shall include but not be limited to the following:

Key Personnel for Construction Supervision Phase			
Local Experts			
1.	Resident Engineer/ Team Leader		
	General Experience:	20 Years	
	Qualification:	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc. (Civil Engineering) with specialization in Construction Management/ Equivalent.
		Marking:	M.Sc. with additional relevant trainings from recognized organizations – 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings from recognized organizations – 80%; B.Sc. – 70%.
Specific Experience:	Minimum:	Fifteen (15) years of relevant experience including eight (08) years' experience as Resident Engineer on construction supervision of Marine Structures [dist. of marks: 100% / 90% / 70% respectively] (70 Marks). The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s) (2.80 Marks). Age of expert should preferably be not more than 60 years on the date of submission of proposal.	
		Desirable:	Eighteen (18) years of relevant experience including Ten (10) years' experience as Resident Engineer on construction supervision of Motorway/ Expressway/ Dual Carriageway projects [dist. of marks: 100% / 90% / 70% respectively] (88 Marks). The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s) (3 Marks). Age of expert should preferably be not more than 65 years on the date of submission of proposal.

		Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>He/she will be responsible for quality, cost, scope, time, safety, and environmental control of the project. He/she will be responsible for approving Contractor's work program, method statements, material sources, preparing and producing reports as required, approving and/or issuing working drawings, approving the setting out of the works, and instructing the Contractor, certifying work volume and recommending interim payment certificates for progress payments, maintaining consolidated project accounts, and preparing of financial statements, ensuring minimum disruption/damage to the environment by approval of Contractor's work statement/ methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to NHA.</p>
		Desirable:	<p>Fifteen (15) years' relevant experience including Nine (09) years' experience as Highway Engineer on construction supervision of Motorway/ Expressway/ Dual Carriageway projects [dist. of marks: 100% / 90% / 70% respectively] (56 Marks).</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s) (2.50 Marks).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>
		Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>He/she will be responsible for supervision/ execution of items related to Highway.</p>
3.	Inspector Structure		
	General Experience:		10 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc. (Structure Engineering).
Marking:		M.Sc. with additional relevant trainings from recognized organizations – 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings from recognized organizations – 80%; B.Sc. – 70%.	

	Specific Experience:	Minimum:	<p>Five (5) years' relevant experience including seven (03) years' experience as Structure Engineer on construction supervision of Marine Structures [dist. of marks: 100% / 90% / 70% respectively] (45Marks).</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workman ship duly verified by the respective client(s) (1.80 Marks).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>
		Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>He/she will be responsible for satisfactory construction of bridge activities (if applicable) from piling to the completion of bridge,. He/she shall be responsible for supervision /execution of piling, Girder (Casting, stressing and Lunching), Deck Slab (Casting & Stressing), including Fabrication and installation of expansion joints.</p>
4.	Inspector Material		
	General Experience:		10 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology).
		Desirable:	M.Sc. (Civil Engineering/ Geo-Technical Engineering).
		Marking:	M.Sc. (Civil Engineering/ Geo-Technical Engineering) with additional relevant trainings from recognized organizations – 100%; M.Sc.(Civil Engineering/ Geo-Technical Engineering) – 90%; B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology) with additional relevant trainings from recognized organizations – 80%; B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology) – 70%.
	Specific Experience:	Minimum:	<p>Five (05) years' relevant experience as Material Engineer on construction supervision projects of National Highways (45 Marks) including five (05) years' experience of asphalt concrete mix design in countries with hot climate and/or truck overloading problems (3 Marks).</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s) (1.40 Marks).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>

		Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she will assist the Resident Engineer and will be responsible for quality of material used in construction by performing field and laboratory tests and certifying their acceptance based on recommended specifications for the materials; and will identify sources of materials, and quarry site.
5.	Quantity Surveyor		
	General Experience:		15 Years
	Qualification:	Minimum:	3 Years Diploma in Civil from the Board of Technical Education's recognized institute.
		Desirable:	B.Sc. (Civil Engineering).
		Marking:	M.Sc. – 100%; B.Sc. with additional relevant trainings from recognized organizations – 90%; B.Sc. – 80%; DAE (Civil) – 70%.
	Specific Experience:	Minimum:	Fifteen (15) years' relevant experience as Quantity Surveyor on Civil Works projects including ten (10) years' on Highway construction projects (26 Marks). Age of expert should preferably be not more than 65 years on the date of submission of proposal.
Desirable:		Eighteen (18) years' relevant experience as Quantity Surveyor on Civil Works projects including thirteen (13) years' on Highway construction projects (32.50 Marks). Age of expert should preferably be not more than 65 years on the date of submission of proposal.	
	Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she will assist Resident Engineer in verification of payment certificates. He/she will be responsible for verification of executed quantities.	
Non-Key Personnel			
4.	Lab Technicians		
	General Experience:		12 Years
	Qualification:	Minimum/Desirable:	3 Years Diploma in Civil from the Board of Technical Education's recognized institute.
Specific Experience:	Minimum:	Eight (08) years of relevant experience in construction of Highway projects as Lab Technician. Age of personnel should not be more than 65 years on the date of proposal submission.	
	Desirable:	Ten (10) years of relevant experience in construction of Highway projects as Lab Technician. Age of personnel should not be more than 65 years on the date of proposal submission.	

		Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.
5.	Surveyors		
	General Experience:		12 Years
	Qualification:	Minimum:	DAE – Civil from the Board of Technical Education’s recognized institute.
		Desirable:	B.Sc. (Civil Engineering).
	Specific Experience:	Minimum:	Eight (08) years’ experience of surveying/leveling and related activities on Highway Projects.
		Desirable:	Ten (10) years’ experience of surveying/leveling and related activities on Motorway/ Expressway Projects.
	Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.	
7.	Computer Operators		
	General Experience:		5 Years
	Qualification:	Minimum/ Desirable:	B.Sc. (Computer Sciences)
		Minimum:	Three (03) years’ experience of office management, typing with 30 words per minute typing speed.
		Desirable:	Three (03) years’ experience of office management/ training of computer software related to office and typing with 40 words per minute typing speed.
		Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client. Generally he will assist the Consultants and Client’s representative in all drafting, reports preparation and like activities as per demand.

Special Note:

- (1) For Specific Experience the ratio of weightage for marking between Minimum & Desirable shall be 80:100 respectively;
- (2) The number of years of Specific Experience (minimum or desirable) for evaluation purpose, will be counted from the minimum specified academic qualification; the Key Personnel bearing a higher qualification in the relevant field will have Specific Experience requirement reduced as per following example formulae:

Specific Experience after Bachelor: X years

Specific Experience after Masters: X-2 years

Specific Experience after Ph.D.: X-4 years

- (3) Final selection of the Personnel shall be made on successful interview by the Client.

APPENDIX B

PERSON-MONTHS AND ACTIVITY SCHEDULE

[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 C

CLIENT'S REQUIREMENTS FROM THE CONSULTANTS

- [1] Selecting a Consulting Firm is one of the most important decisions a Client makes. The specific criteria for consideration are technical competence, managerial ability, professional integrity and fairness of fee structure. The Client will seek information on all these aspects by:
 - a. Obtaining comprehensive written information from the consultants in the form of proposals (against the RFPs) which should be complete in all respects by providing all details as correctly known as possible. It has been experienced that some consultants try to hide their deficiencies viz-a-viz the requirements of TOR by making unclear and vague statements. It will be policy of evaluators that vague statements and lack of clarity in proposals on specific issues may be made the reason to downgrade the rating.
 - b. Talking to the senior personnel of the consultants.
 - c. Consulting other clients of the consultants.
 - d. Viewing the projects the consultants have accomplished and visiting/ interviewing the users of the projects.
 - e. Visiting the office premises of the consultants and examining systems and method of working as well as, personnel, hardware and software abilities available therein. Seeking information or visits to the sites for backup support and holding meetings with client's representatives.
2. The approach and methodology proposed including work plan, activity and man-month schedule should be meaningful and fully coordinated to judge the understanding of the proposed Assignment by the competing consultants.

Note: For Items 1 (b) to 1 (e), inspections can be held any time prior to or after award of the Assignment to the Consultant. If the situation is not found compatible with what is presented during procurement of Consultant or as per Contract, the Consultant will be liable for a suitable punitive action.]

APPENDIX D

**PERSONNEL,
EQUIPMENT,
FACILITIES AND
OTHER SERVICES
TO BE PROVIDED
BY THE CLIENT**

As per TOR

APPENDIX-E

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

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

Sample Between

(NAME OF CLIENT)

And

(NAME OF THE CONSULTANTS)

For

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

1. FORM OF CONTRACT

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

- 1.1 Definitions
- 1.2 Law Governing the Contract
- 1.3 Language
- 1.4 Notices
- 1.5 Location
- 1.6 Authorized Representatives
- 1.7 Taxes
- 1.8 Leader of Joint Venture
- 1.9 Relation between the Parties
- 1.10 Headings

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

- 2.1 Effectiveness of Contract
- 2.2 Termination of Contract for Failure to Become Effective
- 2.3 Commencement of Services
- 2.4 Expiration of Contract
- 2.5 Modification
- 2.6 Extension of Time for Completion
- 2.7 Force Majeure
 - 2.7.1 Definition
 - 2.7.2 No Breach of Contract
 - 2.7.3 Extension of Time
 - 2.7.4 Payments
- 2.8 Suspension of Payments by the Client
- 2.9 Termination
 - 2.9.1 By the Client
 - 2.9.2 By the Consultants
 - 2.9.3 Cessation of Services
 - 2.9.4 Payment upon Termination
 - 2.9.5 Disputes about Events of Termination

3. OBLIGATIONS OF THE CONSULTANTS

- 3.1 General
 - 3.1.1 Standard of Performance
 - 3.1.2 Law Governing Services
- 3.2 Consultants Not to Benefit from Commissions, Discounts, etc.
- 3.3 Confidentiality
- 3.4 Liability of the Consultants
- 3.5 Other Insurances to be taken out by the Consultants
- 3.6 Consultants' Actions Requiring Client's Prior Approval
- 3.7 Reporting Obligations
- 3.8 Documents Prepared by the Consultants to be the Property of the Client
- 3.9 Equipment and Materials Furnished by the Client
- 3.10 Accounting, Inspection and Auditing

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel

- 4.4 Working Hours, Leave, Overtime, etc.
- 4.5 Removal and/or Replacement of Personnel
- 4.6 Resident Project Manager

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance, Coordination and Approvals
 - 5.1.1 Assistance
 - 5.1.2 Co-ordination
 - 5.1.3 Approvals
- 5.2 Access to Land
- 5.3 Change in the Applicable Law
- 5.4 Services and Facilities
- 5.5 Payments
- 5.6 Counterpart Personnel

6. PAYMENTS TO THE CONSULTANTS

- 6.1 Cost Estimates, Ceiling Amount
- 6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)
- 6.3 Currency of Payment
- 6.4 Mode of Billing and Payment
- 6.5 Delayed Payments
- 6.6 Additional Services
- 6.7 Consultants' Entitlement to Suspend Services

7. FAIRNESS AND GOOD FAITH

- 7.1 Good Faith
- 7.2 Operation of the Contract

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement
- 8.2 Dispute Settlement

9. INTEGRITY PACT

10. THE RIGHTS AND DUTIES OF THE CONSULTANTS

- 10.1 Obligations
- 10.2 Indirect payments
- 10.3 Royalties
- 10.4 Provision of Expert Technical Advice
- 10.5 Penalty

III. SPECIAL CONDITIONS OF CONTRACT [Details to be finalized by the users]

IV. APPENDICES

- Appendix A- Description of the Services
- Appendix B- Reporting Requirements
- Appendix C- Key Personnel and Sub-consultants
- Appendix D- Breakdown of Contract Prices in Foreign Currency
- Appendix E- Breakdown of Contract Prices in Local Currency
- Appendix F- Services and Facilities to be Provided by the Client
and Counterpart Personnel to be Made Available to the
Consultants by the Client.
- Appendix G- Integrity Pact

V. ALTERNATE TITLE PAGE IN CASE OF JV **ALTERNATE FORM OF CONTRACT IN CASE OF JV**

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

[Note: If any of these Appendices are not used, the words "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 Authorised 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 in material 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 having SPECIFIC EXPERIENCE IN DESIGN REVIEW AND CONSTCRION SUPERVISION OF MARINE STRUCTUERS.

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 for Key Personnel are set forth in Appendix-C hereto.

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 Authorised 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 organisations. 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 organisations, 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 organisation 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 F 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.

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

- (a) Direct Cost will be included in the overall rate quoted by the bidder; no additional cost will be paid.

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 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 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) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the

Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted alongwith the final report and statement of the Consultants by the Client.

- (e) 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 Sub-Clause 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 thereunder and any statutory modifications thereto.

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

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. of GC Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1.1 Definitions

(p) "Project" means

1.2 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 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

Telephone : _____
Facsimile : _____
E.Mail : _____

For the Consultants:

_____ (Name of Project Manager)
_____ (Project)
_____ (Address)

Telephone : _____
Facsimile : _____
E.Mail : _____

1.7 Taxes

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

All notes should be deleted in final text. All blanks should be filled in.

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 before20...

"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:

“excluding overheads and profits”

3.1.1 Standard of Performance (Final Payment of Construction Works Contract)

If final bill, pertaining to the Construction Works being supervised by the Consultants, is not processed by the Consultants within stipulated time, the Consultants will not be considered for next project consultancy. It will also be taken

as the Consultants' failure to provide satisfactory performance under Rule 19 of the Public Procurement Rules.

All such costs of Consultants for processing the final payment of the Contractor are deemed included in its Financial Proposal. The Consultants have to ensure that the Contractor has completed total work as per Works Contract with particular reference to site clearance before taking over the project on completion.

3.4 Liability of the Consultants

The Consultants shall be held liable for all losses or damages 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 and the extent of such liability shall be twice the Remunerations (excluding reimbursable direct/ non-salary costs) under the Contract.

3.5 Insurance to be Taken out by the Consultants

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles which are purchased under this Contract and operated in Pakistan by the Consultants or their Personnel or any Sub-consultants or their Personnel, with a minimum coverage of **Pak. Rupees One Hundred Thousand (Rs.100,000)**.
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under this Contract.
- (c) Third Party liability insurance with a minimum coverage of **Pak. Rupees One Million (Rs.1,000,000)**.
- (d) Professional liability insurance, with a minimum coverage of **not less than twice the Remunerations**.

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) Issuing 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 Sub-consultant”, if any.

4.4 Working Hours, Leave, Overtime, etc.

The Client shall not reimburse overtime payments to any Personnel provided by the Consultants. The Financial Proposal submitted by the Consultants is deemed to have covered it under Overhead costs of the firm. 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.

6.3 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.

6.4 Mode of Billing and Payments

Sub-Clause GC 6.4 is deleted and substituted as under:

- 6.4.1 The Client shall affect payments to the Consultants in accordance with the payment schedules and in the manner set forth in Appendices-D & E as per NHA accounts procedure.

6.4.2 Amounts due to the Consultants shall be paid within thirty (30) calendar days from the date of submission of its invoice. Payments against interim (monthly) invoices shall be made after retaining two per cent (2%) of the payable amounts, in accordance with paragraph 17.0 – Revision of PC-I-under TOR; all the amounts so retained shall be released along with the final invoice subject to fulfillment of the condition set in the said paragraph 17.0.

An affidavit or certificate for salary payment of personnel and all other charges will be furnished to the Client by the Consultants.

6.4.3 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.

6.4.4 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.

6.4.5 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:

6.6 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;
- Minutes of Negotiation Meeting;
- 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.

12. Delay Damages

The Consultant shall be liable for delay in providing the Services within the time frame as per the Contract; Failure to comply with the schedule of delivery, due to fault of the Consultants, will attract delay damages which shall be levied @ one twentieth percent (0.05%) per day of the consultancy fee pertaining to the relevant component of the Services beyond the schedule: Provided that the total delay damages shall not exceed ten percent (10%) of the total consultancy fee and that the delay damages may be waived off only if the Consultants catch up the delays by providing final delivery within the time frame and there were no adverse affects caused to the Client's or Project's downstream activities.

MODEL FORM

Breakdown of Agreed Fixed Rates in Consultants' Contract

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and field allowances (if applicable) indicated below):

		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Hour	Social Charges (% of 1)	Overhead (% of 1&2)	Subtotal	Fee (% of 4)	Overseas/field Allowance (% of 1)	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate (% of 1)
(Expressed in _____ (name of currency) _____)									

Signature
Name: _____
Title: _____

_____ Date _____

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 Subconsultant, 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, 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)]

N
O
T
A
P
P
L
I
C
A
B
L
E

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 Subconsultant, if any, and other Personnel);
- (b) Total Remuneration of staff (on the basis of monthly rates)

Appendix F

Services and Facilities to be Provided by the Client

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)

(b)

(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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

[To be signed by all Members in case of JV]

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

_____ **(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

_____ **(Name of Individual Consultants)**

_____ **(Name of Individual Consultants)**

_____ **(Name of Individual Consultants)**

FORM OF CONTRACT

[Note: Use this Form of Contract when the Consultants perform Services as a Joint Venture.]

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, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely:

(hereinafter collectively called the "Consultants" which expression shall include its 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;
 - (b) the Special Conditions of Contract;
 - (c) the following Appendices:

[Note: If any of these Appendices are not used, the words "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 parts each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

CLIENT'S NAME

Witness

Signature _____
 Name _____
 Title _____

Signature _____
 Name _____
 Title _____
 (Seal)

For and on behalf of

 NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)