



# NATIONAL HIGHWAY AUTHORITY

Procurement & Contract Administration Section  
28-Mauve Area, G-9/1, Islamabad Tel: 9032727, Fax: 9260419

No. 6(503)/GM(P&CA)/NHA/2021/19

Islamabad, 11<sup>th</sup> January, 2021


## Director General

Public Procurement Regulatory Authority  
1<sup>st</sup> Floor FBC Building near State Bank,  
Sector G-5/2, Islamabad

Subject: **ANNOUNCEMENT OF EVALUATION REPORT (PPRA RULE-35):  
Consultancy Services for Design Review and Construction  
Supervision of Dualization of Khuchlac-Zhob Section of N-50 (Length - 305 Km)**

Reference: PPRA Rule-35

Find enclosed herewith the combined Bid Evaluation Report along with Evaluation Criteria (Annex-I) for the subject Services in line with PPRA Rule-35 for uploading on PPRA website at the earliest, please.

  
11-01-21  
**(MUHAMMAD TANWEER ISHAQ)**  
General Manager (P&CA)

**Encl:** Evaluation Report along with **Annex- I**

### **Copy for kind information to:**

- Member (Planning), NHA, Islamabad;
- Director (Tech. to Chairman), NHA, Islamabad;
- Director (P&CA)-III, NHA, Islamabad.

# EVALUATION REPORT

## (As Per Rule 35 of PP Rules, 2004)

1.	Name of Procuring Agency:	National Highway Authority
2.	Method of Procurement:	Single Stage Two Envelope Procedure
3.	Title of Procurement:	Consultancy Services for Design Review and Construction Supervision of Dualization of Khuchlac-Zhob Section of N-50 ( Length – 305 Km)
4.	Tender Inquiry No.:	6(503)
5.	PPRA Ref. No. (TSE):	TS423816E
6.	Date & Time of Bid Closing:	22 <sup>nd</sup> July, 2020 at 1130 hours local time
7.	Date & Time of Bid Opening:	22 <sup>nd</sup> July, 2020 at 1200 hours local time
8.	No of Bids Received:	Seven (07) Proposals were received
9.	Criteria for Bid Evaluation:	Criteria of Bid Evaluation is attached at Annex-I
10.	Details of Bid(s) Evaluation:	As below

Name of Bidder	Marks			Evaluated Cost (EC)* (PKR)	Rule/Regulation/ SBD**/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
	Technical (if applicable)	Financial (if applicable)	Total (out of 1000)		
1) M/s Indus Associated Consultants (Pvt.) Ltd. in JV with M/s Cameos Engineering Consultants and M/s New Vision Engineering Consultants;	596	199.8	795.8	357,423,332	Top scoring firm in combined evaluation (PPRA Rule 36(b) (ix))
2) M/s PEAS Consulting (Pvt.) Ltd. in JV with M/s Engineering Consultancy Services Punjab, M/s Al Engineers and M/s Hussain Engineering Services;	574	200.0	774.0	357,087,676	2 <sup>nd</sup>
3) M/s NESPAK (Pvt.) Ltd. in JV with M/s Prime Engineering and Testing Consultants (Pvt.) Ltd, M/s Zeeruk International (Pvt.) Ltd. and M/s APEX Consulting Engineering;	602	147.2	749.2	485,109,680	3 <sup>rd</sup>

# EVALUATION REPORT

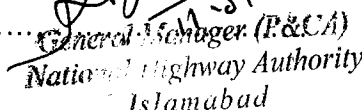
## (As Per Rule 35 of PP Rules, 2004)

Name of Bidder	Marks			Evaluated Cost (EC)* (PKR)	Rule/Regulation/ SBD**/Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
	Technical (if applicable)	Financial (if applicable)	Total (out of 1000)		
4) M/s A.A. Associates in JV with M/s Asif Ali Associates (Pvt.) Ltd. and M/s Osmani & Company (Pvt.) Ltd.;	562	114.8	676.8	621,609,894	4 <sup>th</sup>
5) M/s Finite Engineering (Pvt.) Ltd. in JV with M/s Engineering and Management Services, M/s ABM Engineers and M/s ECOS (SMC-Pvt.) Ltd.	547	Financial Proposal not opened			PPRA Rule 36(b) (v)
6) M/s Techno-Consult International (Pvt.) Ltd. in JV with M/s AM Engineering Consultants	534	Financial Proposal not opened			PPRA Rule 36(b) (v)
7) M/s EA Consulting (Pvt.) Ltd in JV with M/s AGES Consultants and M/s CIV Tech Associates	522	Financial Proposal not opened			PPRA Rule 36(b) (v)

\* EC is the Evaluated Cost used for evaluation purpose and includes only the cost of competitive component (i.e. Remuneration and Direct Non-Salary Cost) and is exclusive of Provisional Sum, Contingency and Indirect Taxes.

**Top Ranked Bidder: M/s Indus Associated Consultants (Pvt.) Ltd. in JV with M/s Cameos Engineering Consultants and M/s New Vision Engineering Consultants**

11. **Any other additional/supporting information, the procuring agency may like to share:** The Procurement was carried out in line with PPRA Rules & Regulations. The bidding was done on QCBS method with 80:20 Technical to Financial Proposals ratio. The Contract is being awarded to M/s Indus Associated Consultants (Pvt.) Ltd. in JV with M/s Cameos Engineering Consultants and M/s New Vision Engineering Consultants at evaluated financial proposal of Pak. Rs. 358,423,332/-.

Signature:.....  
  
 General Manager (P&CA)  
 National Highway Authority  
 Islamabad

Official Stamp:.....

\*\* **Standard Bidding Documents (SBD).**

# National Highway Authority



**Annex-I**

**Criteria**

***FOR***

**Bid Evaluation**

**Consultancy Services for Design Review and  
Construction Supervision of Dualization of  
Khuchlac-Zhob Section of N-50 (Length –  
305 Km)**

**January, 2021**



# NATIONAL HIGHWAY AUTHORITY

Procurement & Contract Administration Section  
28 Mauve Area, G-9/I, Islamabad ☎ 051-9032727, 📠 051-9260419

Ref: 6(503)/Dir-III (P&CA/NHA/2020/96

Dated: 7<sup>th</sup> July, 2020


## All Prospective Consultants

Subject: **Consultancy Services for Design Review & Construction Supervision of Dualization of Khuchlac-Zhob Section of N-50 (Length - 305 Km)**

### **“Minutes of Pre-Proposal Meeting & Addendum No.1 ”**

Reference: Pre-Proposal meeting scheduled on 11<sup>th</sup> June, 2020.

Minutes of Pre-Proposal Meeting alongwith Addendum No.1 being integral part of RFP for the subject Consultancy services are enclosed herewith for necessary action, please.

  
(SAJJAD ALI SHAH) 7/7/2020  
Director (Consultancy) P&CA

### **Enclosure:**

- Minutes of Pre-Proposal Meeting (04 Pages)
- Addendum No.1 (03 Pages)
- Attachments to Addendum No.1 (09 Pages)

### **Copy for information to:**

- Member (Planning), NHA, Islamabad;
- General Manager (Planning), NHA, Islamabad;
- General Manager (Design), NHA, Islamabad;
- General Manager (P&CA) NHA, Islamabad;
- DD (MIS) NHA, Islamabad.

**MINUTES OF PRE-PROPOSAL**  
**MEETING HELD ON 11<sup>th</sup> JUNE 2020**

**Consultancy Services for Design Review & Construction Supervision of Dualization of**  
**Khuchlac-Zhob Section of N-50 (Length - 305km)**

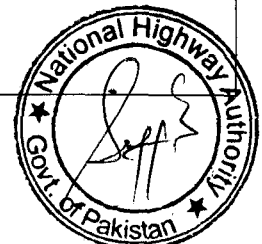
A Pre-Proposal conference on the subject services was scheduled on 11<sup>th</sup> June, 2020, but due to Covid-19 Virus pandemic and closure of National Highway Authority-HQ Islamabad office it was informed to all prospective Consultants/ Engineering Organizations/ Firms, that they can send their queries through e-mails regarding subject consultancy services to this office. Following Consultancy Firms send their queries through email are mentioned below.

▪ **Consultants**

- Asif Ali & Associates (Pvt) Ltd. ... Email received by Usman Riaz (Director AAA)
- Associated Consultancy Centre (Pvt.) Ltd. ... Email received by Ahmad Luqman Sarwar (Director ACC)
- Hill International Construction Consultancy Pakistan ( Pvt.) Ltd. ... Email Received by Syeda Fakhra Un Nisa Deputy Country Manager
- Techno – Consult International (Pvt.) Ltd. ... Email Received by Muhammad Rizwan Sabir ( Director Highway & Transportation)
- PEAS Consulting (Pvt.) Ltd ... Email Received by Faisal Rasheed Warraich (CEO PEAS)
- NESPAK (Pvt.) Ltd ... Email Received by Jamal Ahsan Senior Engineer

2. The queries received through email and their clarifications/ replies are summarized below for information of all prospective bidders:

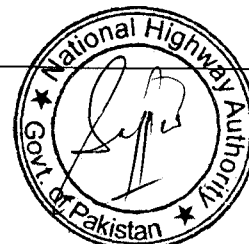
Sr. No.	Queries	Reply
1.	While the Consultant is providing "Undertaking for Availability of Staff" on Stamp Paper as per Annex-C of RFP Documents, the Consultant is of the view that extra requirement about proposed Key Personnel desired in accordance with Form A-6 and Clause NO.1. 7 v (b) of Data Sheet (such as Date of engagement & expected date of relieving along with documentary evidences and get free of each individual from its present location, within four months of submission of the Proposals) should be waived off.	Amended. See <b>Addendum No. 1.</b> Clause 1.1.
2.	(a) It is highlighted that getting Client Satisfaction Certificate/Performance Reports would take time and offices are also not running properly due to the Covid-19 pandemic. Therefore, it is not possible to get Performance Reports signed & stamped from the respective Clients on NHA's new given format (refer item No. c of Form A-2) in such a short time period. Hence, it is suggested to allow us to attach earlier issued Performance Reports in this proposal.	Please note that item-C of Form A-2 details are to be filled up by consulting firm which doesn't require sign and stamp from respective client. However, Performance Report/ Client Satisfaction Certificates for last three relevant assignments, be attached along with item-C of Form A-2.



	(b) Moreover, there seem to be a contradiction between the requirements of Performance Reports mentioned in item No. 3 of Appendix-B "List of Supporting Documents" and item No. 5.2.1 of Data Sheet. Please Clarify.	See <b>Addendum No. 1</b> , Attachment -1 & 2 to Addendum No. 1, however, Appendix-B is for your convenience while preparing proposal to ensure that all requisite documents have been added in your proposal.
3.	As mentioned above, getting Client Satisfaction Certificate/Performance Reports even for any organization/firm is not an easy task; therefore, it is not possible to provide Performance Report, duly verified by the respective Client, for Key Personnel as required under "Criteria for Academic and General Qualification".	Under the heading of "Criteria for Academic and General Qualification" the word "Client(s)" at page No. 18, 19 and 20 of RFP is replaced with "employer".
4.	It is mentioned under item No. 5.2 of Chapter No.5 "Staffing for Design Review and Construction Supervision" that accommodation, offices, utilities, material testing laboratories and field transportation for the Consultant's staff will be provided under the Works Contracts. In contrast to this, the Consultant is required to quote amount against Communication Expenses (Transport Cost) for 18 months in Form A-16 of Financial Proposal. Please clarify.	See <b>Addendum No. 1</b> , Attachment -5 to Addendum No. 1, Form A-16.
5.	It seems that the Consultant has to carry out detailed Structural Design of Bridges, Culverts and other structures in accordance with item No. 3. 5 of Chapter No.3 "Design Review". Please clarify.	The consultant shall review, vet, and scrutinize the design and ensure conformance to AASHTO standards. Section 3.5 of the Chapter No. 3 clearly states that the consultant shall carry out "independent computations" of bridges, culverts, and other structures. The objective is to review the design of structures and economize (if possible).
6.	The Consultant requests to provide input for Environmental Specialist for 36 months to carry out the work in accordance with items NO.3. 9, 3.10 & 3.11 of Chapter No.3 "Design Review". Otherwise, aforementioned works, during construction at site, may be supervised through NHA's Environmental Section.	Agreed. Environmental Specialist for 6 months duration on intermittent bases may be included within 36 months period. See <b>Addendum No. 1</b> , Clause 1.6, Attachment -7 to Addendum No. 1.
7.	With reference to the TOR on NHA website, we intend to submit the Technical and Financial Proposal for the subject project. Since the site visit required more time in Balochistan, the time for submission of proposal is very short, it is therefore requested that three weeks extension be granted for submission of proposal.	Agreed. Extended upto 22 <sup>nd</sup> July, 2020 through Corrigendum-II.
8.	Annex B - Data Sheet Clause 4.4 Page 13 The date and time of proposal submission is: 1130 hours on 23 June, 2020. It is requested to extend the proposal submission deadline by at least four weeks from the date of response to pre-bid queries.	Same as serial no. 07 above.
9.	Annex B - Data Sheet Evaluation Sheet Page 16 Marks for Design Review Team. The total marks for the three positions do not add up to 90. Kindly review.	Mathematical sum has been corrected. Please see <b>Addendum No. 1</b> , Attachment - 3 to Addendum No. 1.
10.	Annex B - Data Sheet Clause 5.2.1 Page 13 Specific experience related to assignment. Kindly define 'specific experience'.	That best illustrates the experience related to current project mentioned under RFP Document.

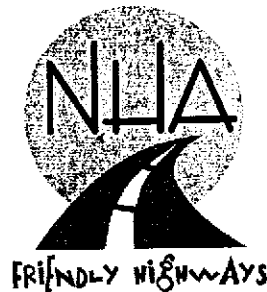


11.	General Security of personnel. Please advise if NHA will provide adequate security to the personnel of International firms.	The security is the responsibility of the Consultant. However, there' is a separate provision of security in the PC- 1 which can be consumed by NHA project authorities, in case of requirement.
12.	Please advise if a Pakistan based subsidiary will be allowed to use its parent's credentials to highlight its technical strength.	If the owner(s) of Pakistani Registered company is/are same as of Parent Company, then credentials of Parent Company may be considered.
13.	Taking into consideration the present turmoil, wherein the pandemic of corona virus has given rise to many limitations. In this regard many consultants are facing restrictions due to reduced working hours & minimal staff at office adversely affected working efficiently. In such a scenario reputable firms are reluctant to respond and participate in the process of procurement of Firms.	Same as serial no. 07 above.
14.	With reference to the TOR on NHA website, we intend to submit the Technical and Financial Proposal for the subject project. Since the site visit required more time in Balochistan, the time for submission of proposal is very short, it is therefore requested that three weeks extension be granted for submission of proposal.	Same as serial no. 07 above.
15.	This is with reference to your Request for Proposal dated 2nd June, 2020 for subject project. Keeping in view the serious prevailing situation of Coronavirus Pandemic in the country, we request your good self for extension of bid submission date for at least two (02) weeks, please.	Same as serial no. 07 above.
16.	Due to Corona pandemic even NHA offices are closed till 15th June, 2020. Same is the case with our own offices and our JV partners and we find it difficult to complete the necessary documentation and even our authorized representatives are quarantined. Therefore, your good self is requested to kindly extend the date of submission by at least 2 weeks.	Same as serial no. 07 above.
17.	Page 55- Section 3.6 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. Stability of road embankment against erosion shall be checked. Road surface runoff, collection of water and disposal shall be adequately addressed. Proposed Position: Hydrologist	Agreed, for Design Review staff Hydrologist is required for one month. See <b>Addendum No. 1</b> , Clause 1.6, Attachment -7 to Addendum No. 1.
18.	Page 55- Section 3.8 The Consultant shall finally validate the Bid BOQ against the design review estimates. Every effort shall be made to secure the project cost within budget. Proposed Position: Quantity Surveyor	Agreed, for Design Review staff Sr.Quantity Surveyor is required for one month. See <b>Addendum No. 1</b> , Attachment -7 to Addendum No. 1.





# National Highway Authority



## REQUEST FOR PROPOSAL

*FOR*

**CONSULTANCY SERVICES**

**FOR**

**Design Review & Construction Supervision  
for**

**Dualization of Kuchlac-Zhob Section of  
N-50 (Length-305 km)**

**Tender No. 6(503)**

*(Page 1 to 136)*

**MAY, 2020**

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GOVERNMENT OF PAKISTAN  
NATIONAL HIGHWAY AUTHORITY  
28-Mauve Area, G-9/1, Post Box No. 1205,  
ISLAMABAD

Dated the \_\_\_\_\_  
Ref No. \_\_\_\_\_

LETTER OF INVITATION

To,

All consultants

Gentlemen!

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

Your attention is particularly drawn towards paragraph 1.10, 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 Technical Proposal) to avoid the risks of Disqualification/ Rejection/ loosing marks/ Penalty.

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



**General Manager (P&CA)**  
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Website: [www.nha.gov.pk](http://www.nha.gov.pk)

## ATTACHMENTS

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



**INSTRUCTIONS TO CONSULTANTS****1. GENERAL**

- 1.1 Desiring consultants are invited to submit a technical and a financial proposal for consulting services required for the assignment named in the attached Data Sheet (Annex B). The proposals could form the basis for future negotiations and ultimately a Contract between the selected Consultant and the Client named in the Data Sheet.
- 1.2 A brief description of the assignment and its objectives are given in the Data Sheet which are elaborated in Appendix A (Terms of Reference) to this RFP.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).
- 1.4 The Client (NHA) has been entrusted the duty to implement the Project as Executing Agency by GOP and funds for the project have been approved and provided in the budget for utilization towards the cost of the assignment, and the Client intends to apply part of the funds to eligible payments under the Contract for which this LOI is issued.
- 1.5 To obtain first-hand information on the assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a 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 **Conflict of Interest**

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/ or debarring by the Client.

Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. **Conflicting activities**

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. **Conflicting assignments**

Conflict among consulting assignments: A Consultant (including its Experts and Specialist Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the Client.

c. **Conflicting relationships**

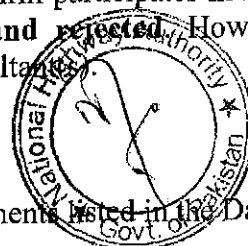
Relationship with the Client's staff: a Consultant (including its Experts and Specialist Sub-consultants) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

d. Any other types of conflicting relationships as indicated in the **Data Sheet**.

- 1.10 A firm may submit its proposal for the Assignment either as an independent Consultant or as a Member of a JV Consultants but participation of a firm occurring in more than one proposal for the Assignment is not allowed. In case a firm participates in more than one proposal, all such proposals shall be **disqualified and rejected**. However, this condition does not apply for individual Specialist Sub-consultants.

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**.

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

- a. A detailed overall work programme to be provided with timing of the assignment of each Key Personnel or other staff member assigned to the Project.
- b. An estimate of the total number of person-months and Project duration required.
- c. Clear description of the responsibilities of each Key Personnel within the overall work programme.
- d. The Curriculum Vitae of all Key Personnel and an Affidavit on stamp paper duly attested by Oath Commissioner to the effect that the proposed personnel shall be available for the assignment in the project duration and their present place of duty must 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. 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.
- g. 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 A-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 A-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 point 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 A-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:

- a. Consultant may utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available with any Pakistani firm. In case of JV, the proposal should state clearly partners will be "Jointly and Severally" responsible for performance under the Contract and One (Representative) partner will be solely responsible for all dealings with the Client on behalf of the JV. Its Power of Attorney on this account is to be enclosed. The Representative partner shall retain the responsibility for the performance of obligations and satisfactory completion of the consultancy services. PEC registers a foreign consulting firm for issuing license to provide consultancy services in Pakistan, which is based on formation of JV with the condition that the foreign consulting firm shall provide only that share of consultancy services by the JV for which expertise is not available with Pakistani consulting firms. A copy of JV agreement to be provided at the time of finalizing the contract documents with specific responsibilities and assignments to be looked after by each partner.
- b. 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.
- c. The Key Personnel proposed shall preferably be permanent employees of the firm unless otherwise indicated in the Data Sheet.
- d. 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.

- e. 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.
- f. No alternative to Key Personnel may be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- g. 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, surveys, and investigations. These costs should be broken into *foreign (if applicable)* and local costs. The Financial Proposal should be prepared using the formats attached as Forms A-11 to A-17.

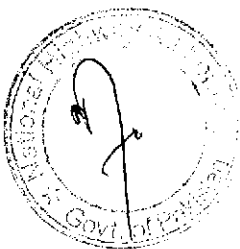
3.2.3 The Financial Proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.

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

### 4. SUBMISSION OF PROPOSALS

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

4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the Technical and Financial Proposals shall be



prepared in indelible ink and shall be signed by the authorized representative of the consultant. The representative's 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.

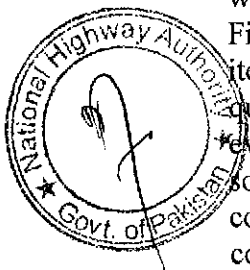
## 5. PROPOSAL EVALUATION

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

### 5.2 Technical Proposal

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



### 5.3 Financial Proposal

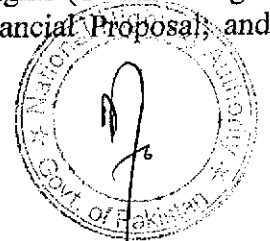
- 5.3.1 The Financial Proposals of the three top-ranking qualifying consulting firms on the basis of evaluation of Technical Proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of Financial Proposals as indicated in the Data Sheet. The total price and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 5.3.2 The evaluation committee shall determine whether the Financial Proposals are complete and without computational errors; all errors/discrepancies and deviations from respective Technical Proposals as well as RFP shall be dealt with for subsequent scoring in accordance with procedure and criteria given in Para 5.1.2 herein above. The lowest Financial Proposal (Fm) among all shall be given a financial score (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 (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal, P = the weight given to the Financial Proposal, and T+P=1) indicated in the Data Sheet:

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



## 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

## LOI Clause #

1.1 The name of the Assignment is:

**Consultancy Services for Design Review & Construction Supervision for Dualization of Kuchlac-Zhob Section of N-50 (Length-305 km).**

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:

**11<sup>TH</sup> June, 2020 at 1100 Hours  
in NHA Auditorium, National Highway Authority,  
28 Mauve Area, G-9/1, Islamabad.**

Name of the official is:

**Hafiz Muhammad Tahir Nadeem  
(General Manager P&CA)  
E-mail: [gmpca.nha@gmail.com](mailto:gmpca.nha@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) 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 in all aspects 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. 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 Works Contract with particular reference to site clearance before taking over the project on completion.

- v.(a) 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 one 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.
- v. (b) While inserting particulars of the Key Personnel (and Specialist Sub-consultant, if any) in Form A-6, the consultants must keep in view that each individual is likely to be free from its present task(location), within four months of submission of the Proposal, by completion of the present task of each individual. In case any individual is found to be kept engaged beyond the said period, for completion of that task, its secured points are liable to be reduced @ 25% per month of belated completion of its task beyond the said period of four months.
- vi. Form A-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 F (copy of Model Agreement) subject to the ranking and successful negotiations. A JV may include at the most four members. To promote the consultancy industry in the country, 50 marks (out of 1000 for Evaluation) are allocated for Transfer of Knowledge in the form of JV with a new / less experienced firm by sharing at least 20% of Assignment with them.
- 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.
- ix. Consultant's Head Office Support will be mandatory during Supervision; the firm shall be bound to provide design input required on the Site or advice on contractual matters; the cost for the same must be built in the financial proposal. Responsibility for the team in field will be backed by the Consultant's Head Office; the Head Office will assume full responsibility for the team in field. Any key position that remains vacant for more than one month that was required to be filled for that period, a compensation equivalent to the charge rate of that individual will be imposed. For clarification, the invoice will not include the charge rate of the missing individual and additionally, the charge rate of one month for that individual will be deducted from the invoice. This will be replicated for all missing key personnel. For the 2nd month, the compensation payment will be doubled. For the 3<sup>rd</sup> month, an additional warning will be issued. If the issue persists in the fourth month, the firm can be penalized by invoking conditions of contract and even to the



extent of consideration for blacklisting.

1.8

The Invited Consultants / **Eligible Consultants** 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 Byelaw 6(2) and Byelaw 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) TECHNICAL PROPOSAL FORMS A-1 to A-10 duly completed as per Instructions to Consultants/ Data Sheet and requirements of TOR (To be attached with Technical Proposal) *(except Form A-4, which can be submitted with or without filling)*
- (c) Lists of facilities available with the Consultant to perform their functions effectively (software, hardware, etc.). In case of JV, the same will be provided by the lead firm only.
- (d) Man-months of staff and Project Duration as per TOR.
- (e) FINANCIAL PROPOSAL FORMS A-11 to A-17 duly completed as per Instructions to Consultants/ Data Sheet and requirements of TOR (To be attached with Financial Proposal).
- (f) Audit Reports of the firm for past three years duly certified by Chartered Accountant (To be attached with Financial Proposal).

*(Must be provided for each firm who proposes Personnel for the Assignment)*

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: TOR and Background Information.
- (vii) Appendix – B: List of Supporting Documents
- (viii) Appendix – C: Man-Months and Activity Schedule
- (ix) Appendix – D: Client's Requirements from the Consultant.
- (x) Appendix – E: Personnel Equipment, Facilities and Other Services to be provided by the Client.
- (xi) Appendix – F: Copy of Model Agreement/ Draft Form of Contract



& Appendices etc.

(xii) Form of Contract (*For Consultants to perform services as a Joint Venture*)

2.2 The words "Fourteen (14)" is deleted in its entirety and replaced with "Five (05)". The information will be shared through email or courier. The address for seeking clarification is:

**General Manager (P&CA)**  
National Highway Authority  
28 Mauve Area, G-9/1, Islamabad.  
Phone: +92-51-9032727  
Fax: +92-51-93260419  
E-mail: [gmpca.nha@gmail.com](mailto:gmpca.nha@gmail.com)

2.3 Add following clause:

"The information will be shared through email or courier".

3.1.4

c. Proposed Key Personnel shall preferably be permanent employees who are employed with the consultants at least six months prior to submission of Proposal.

Yes  No

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

Total Expatriates: \_\_\_ **Person-Months (Not used)**

Total Local Key-Experts: **1,014 Person-Months**

Total Local Non Key-Personnel: **2,896 Person-Months**

g. 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 F).

3.2.4 Consultants shall quote the rates of remuneration for local personnel in Pak. Rupees, whereas only the rates of remuneration for expatriate personnel shall be quoted in US dollar currency. The payment however, to the Consultant for both the local as well as the expatriate personnel will be made in Pak Rupees by converting US\$ into Pak. Rupees by applying USD TT/ OD Selling Rate of National Bank of Pakistan on the prevailing date (i.e. the Date of Payment) as per TT/OD Selling Rate from website: <http://www.forex.com.pk/> for Inter Bank Rates.

For comparison of the Financial Proposals of consultants the US dollar's component of



Financial Proposals will be converted to Pak Rupees as per following exchange rates:

The official source of the Selling (exchange) Rate is: National Bank of Pakistan as per TT/OD Selling Rate from the website: <http://www.forex.com.pk/> for Inter Bank Rates.

The date of the exchange rate is: The date of submission of proposals.

4.1 The number of copies of the Proposal required is:

**TECHNICAL PROPOSAL:**

**ONE ORIGINAL AND FOUR 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 (P&CA)**  
National Highway Authority  
28, Mauve Area G-9/1 Islamabad  
Telephone: +92-51-9032727  
Facsimile: +92-51-9260419  
Email: [gmpca.nha@gmail.com](mailto:gmpca.nha@gmail.com)

4.4 The date and time of proposal submission is:

**1130 hours on 23<sup>RD</sup> June, 2020**

The location for submission of proposal is:

**National Highway Authority Auditorium  
2<sup>nd</sup> Floor, 27 Mauve Area, G-9/1, Islamabad**

4.5 Validity period of the proposal is:

**180 days**

The bid shall remain valid up to:

**23<sup>RD</sup> December, 2020**

Location for Negotiation is:

**National Highway Authority Auditorium  
2<sup>nd</sup> Floor, 27 Mauve Area, G-9/1, Islamabad**



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

Description/ Items	Points
<b>1. Experience of the Firm</b>	<b>100</b>
1-a. General Experience in road Transport Sector	(25)
1-b. Specific Experience related to Assignment*	(75)
<b>2. Approach &amp; Methodology</b>	<b>250</b>
2-a Appreciation of the Project	(70)
(i). Evidence of Site Visit with Photographs	(30)

(ii). Clarity of appreciation	(20)
(iii). Comprehensiveness of appreciation	(20)
2-b Problem Statement/ Understanding of Objectives	(50)
(i). Identification of Problems/ Objectives	(30)
(ii). Components of Proposed Services	(20)
2-c Methodology	(80)
(i). Proposed Solutions for this Project	(30)
(ii). Quality of Methodology	(20)
(iii). Conciseness, clarity and completeness of proposal**	(30)
2-d Suggested changes for improvement in TOR	(10)
2-e Work Program	(20)
2-f Staffing Schedule	(20)
3. Key Personnel***	450
4. Performance Certificate from clients****	100
5. Present Commitments (current engagement and available strength – justification)	50
6. Transfer of Knowledge (Methodology/ Plans)*****	50
<b>Total Points:</b>	<b>1000</b>
Minimum qualifying technical score	70%

\* Performance Certificate/ Assignment Completion Certificate (All completed projects mentioned under TECHNICAL PROPOSAL FORM-A2 CONSULTANT'S EXPERIENCE/ CLIENT'S REFERENCE).

**Note:** Any project mentioned completed under Form TECH-2 (Part-B) will not be considered for evaluation unless Performance Certificate/ Assignment Completion Certificate with satisfactory remarks by the client's representative is not attached. The Client NHA reserves the right to verify the Performance/ Assignment Completion Certificates.

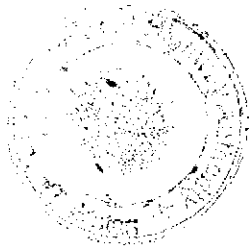
\*\* Conciseness and clarity contains 10 marks and 20 marks will be for the completeness of the proposals which includes but not limited to hard binding, sequential page numbering, signing and stamping of each page of proposal.

*(At the time of proposal submission/ opening, page numbering, signing and stamping of proposals will be checked by Committee Members, if any minor discrepancy will be found then same shall be asked by the Committee members to the Authorized Representative of firms to correct it in front of all committee members. In the absence of authorized representative, the concerned firm(s) will be announced Dis-Qualified.)*

\*\*\* Firm's affidavit for presence of personnel carries 25 marks out of 450 marks (complete in all respect as per specimen annexed at Annex-C placed in Technical Proposal Forms).

\*\*\*\* 25 out of 100 marks will be allocated for provision of affidavit 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 (complete in all respect as per specimen annexed at Annex-B placed in Technical Proposal Forms).

\*\*\*\*\* Transfer of knowledge would be in the form of joint venture with new/ less experienced firm(s) by sharing at least 20% of Assignment with them for



promoting the consultancy industry in the country. *Criteria for New firm are the one which has carried out maximum 3 projects in 6 years.*

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

a. Design Review Team:

Description/ Items	Percentage
i. Academic and General Qualifications	30%
ii. Professional experience related to the Project	60%
iii. Status with the firm (Permanent & duration with Firm)	10%

b. Construction Supervision 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 weightages 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, if required, are subject to adjustment at the stage of contract negotiation in line with demonstrated approach & methodology and need basis.

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:

**August, 2020**

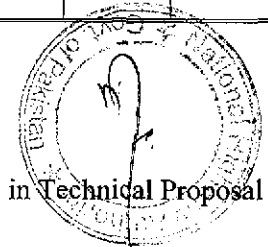


## SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSAL (QCBS)

EVALUATION CRITERIA		Max. Weightage*	Firm 1		Firm 2	
			Rating	Score	Rating	Score
<b>I. Experience of the Firm</b>		<b>100</b>				
	General Experience in road Transport Sector	25				
	Specific Experience related to particular Assignment	75				
<b>II. Approach and Methodology</b>		<b>250</b>				
<b>III. Key Personnel*</b>		<b>450</b>				
a) <u>Design Review Team:</u>		<b>90</b>				
	i) Highway Design/ Traffic Engineer	25				
	ii) Structure Design Engineer	20				
	iii) Geo-Tech Engineer	20				
b) <u>Construction Supervision Team:</u>		<b>360</b>				
	i) Chief Resident Engineer	70				
	ii) Lead Contract Specialist	45				
	iii) Lead Material Engineer	45				
	iv) Resident Engineers-I, II, III, IV & V	5 x 10=50				
	v) ARE (Highways) Engineers-I, II, III, IV & V	5 x 10=50				
	vi) ARE Structure / Bridge Engineers-I, II, III, IV & V	5 x 10=50				
	vii) Material Engineers-I, II, III, IV & V	5 x 5=25				
	viii) Sr. Quantity Surveyors-I, II, III, IV & V	5 x 5=25				
<b>IV. Performance Certification from clients</b>		<b>100</b>				
<b>V. Present Commitments (current engagement and available strength – justification)</b>		<b>50</b>				
<b>VI. Transfer of Knowledge (Methodology/ Plans)</b>		<b>50</b>				
The Joint Venture (JV) shall be evaluated in the same manner as a single entity, since they function as one unit.						
<b>TOTAL</b>		<b>1000</b>				

Excellent - 100% Very Good – 90 to 99% Above Average – 80 to 89% Average – 70 to 79% Below Average – 60 to 69% Non-complying – 0%  
 Score: Maximum Weightage X rating / 100.  
 Minimum qualifying score is 70% or 700 marks.

\*Firm's affidavit for presence of personnel carries 25 marks out of 450 marks (complete in all respect as per specimen annexed at Annex-C placed in Technical Proposal Forms).



PERSONNEL EVALUATION SHEET

POSITION / AREA OF EXPERTISE	Name	Academic and General Qualification** Weightage 30%		Project related Experience Weightage 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)								
a) Design Review Team:								
i) Highway Design/ Traffic Engineer								
ii) Structure Design Engineer								
iii) Geo-Tech Engineer								
b) Construction Supervision Team:								
i) Chief Resident Engineer								
ii) Lead Contract Specialist								
iii) Lead Material Engineer								
iv) Resident Engineers-I, II, III, IV & V								
v) ARE (Highways) Engineers-I, II, III, IV & V								
vi) ARE Structure / Bridge Engineers-I, II, III, IV & V								
vii) Material Engineers-I, II, III, IV & V								
viii) Sr. Quantity Surveyors-I, II, III, IV & V								

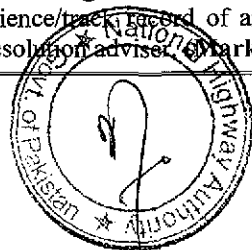
\*6 months older employee - 100%;      Less than 6 months or Associates - 0%

\*\* CRITERIA FOR ACADEMIC AND GENERAL QUALIFICATION

Personnel	Sub-Criteria for Sub-Division of the indicated Weightage 30% herein above	Additional Marks		
<b>a) Design Review Team:</b>				
i) Highway Design/ Traffic Engineer	Q: Bachelor's degree in Civil Engineering with minimum ten (10) years of general experience and eight (08) years relevant experience in highway geometric and pavement design with 02 years general experience in highway design. (Marks: 70%)	Q: B.Sc. with additional relevant trainings (Marks: 10%)	Q: Master's degree in Highways Engineering (Marks: 10%)	Q: Master's degree in Highways Engineering with additional relevant trainings (Marks: 10%)



Personnel	Sub-Criteria for Sub-Division of the indicated Weightage 30% herein above	Additional Marks		
ii) Structure Design Engineer	Q: Bachelor's degree in Civil Engineering with minimum ten (10) years of general experience and eight (08) relevant experience as Structure Design Engineer of National Highways' Bridges and other roadway structures. Age of expert should not be more than 60 years on the date of proposal submission. Two (02) years' experience as Structure Design Engineer of Highways'/ Bridges or involved in supervision of bridges and structure. (Marks: 70%)	Q: B.Sc. with additional relevant trainings (Marks: 10%)	Q: Master's degree in Structure Engineering (Marks: 10%)	Q: Master's degree in Structure Engineering with additional relevant trainings (Marks: 10%)
iii) Geo-Tech Engineer	Q: Bachelor's degree in Civil Engineering/ Geo-Technical Engineering/ M.Sc. (Geology) with minimum ten (10) years of general experience and eight (08) relevant experience Geo - Tech Engineer on construction supervision projects of National Highways. Two (02) years' general experience as Material Engineer on construction supervision projects of National Highways. (Marks: 60%)	Q: M.Sc. (Civil Engineering)/ B.Sc. (Geotechnical Engineering) (Marks: 10%)	Q: M.Sc (Civil Engineering) / B.Sc (Geotechnical Engineering) with additional relevant trainings from recognized organizations (Marks: 15%)	Q: Ph.D. (Civil Engineering)/ M.Sc. (Geotechnical Engineering) (Marks: 15%)
<b>b) Construction Supervision Team:</b>				
i) Chief Resident Engineer	Q: Bachelor's degree in Civil Engineering with minimum eighteen (18) years of general experience and fifteen (15) years of relevant experience as Resident Engineer on construction supervision of National Highway projects. The Personnel is encouraged to attach at least two (02) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 60 years on the date of submission of proposal. Three (03) years general experience of supervision or execution of construction of Highway projects in the country or abroad. (Marks: 70%)	Q: B.Sc. with additional relevant trainings (Marks: 10%)	Q: Master's degree in Highways Engineering (Marks: 10%)	Q: Master's degree in Highways Engineering with additional relevant trainings (Marks: 10%)
ii) Lead Contract Specialist	Q: Bachelor's degree in Civil Engineering, Law, Contracts, Purchasing, or Management with minimum twelve (12) years of general and relevant international experience as Contract Specialist on major road projects based on FIDIC form / conditions of contract, Experience and knowledge of ADB's procurement procedures is essential. Proven credentials in contract administration, evaluating contractor's claims and dispute resolution, preferable experience/track record of an arbitrator, mediator, adjudicator and/or dispute resolution adviser. (Marks: 70%)	Q: B.Sc. with additional relevant trainings (Marks: 10%)	Q: Master's degree in Civil Engineering, Law, Contracts, Purchasing, or Management (Marks: 10%)	Q: Master's degree in Civil Engineering, Law, Contracts, Purchasing, or Management with additional relevant trainings (Marks: 10%)



Personnel	Sub-Criteria for Sub-Division of the indicated Weightage 30% herein above	Additional Marks		
iii) Lead Material Engineer	Q: Bachelor's degree in (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology) with minimum twelve (12) years of general experience and eight (08) years of relevant experience as Material Engineer on construction supervision projects of National Highways involves asphalt concrete mix design in countries with hot climate and/or truck overloading problems including having experience to control testing at site, material testing and road pavement formation and other all related construction activities including concrete and highway embankment formation. He should have good command on international codes e.g. AASHTO, ASTM and specification along with field testing, Asphalts and cement concrete related all testing and mix design. The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 55 years on the date of submission of general proposal. (Marks: 70%)	Q: B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology) with additional relevant trainings from recognized organizations (Marks: 10%)	Q: M.Sc. (Civil Engineering/ Geo-Technical Engineering) (Marks: 10%)	Q: M.Sc. (Civil Engineering/ Geo-Technical Engineering) with additional relevant trainings from recognized organizations (Marks: 10%)
iv) Resident Engineer	Q: Bachelor's degree in Civil Engineering with minimum fifteen (15) years of general experience and ten (10) years of relevant experience including experience as a Resident Engineer on construction supervision of National Highway projects. The Personnel is encouraged to attach at least two (02) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 60 years on the date of submission of proposal. Five (05) years general experience of supervision or execution of construction of Highway projects in the country or abroad. (Marks: 70%)	Q: B.Sc. with additional relevant trainings from recognized organizations (Marks: 10%)	Q: Master's degree in Civil/ Transportation Engineering (Marks: 10%)	Q: Master's degree in Civil/ Transportation with additional relevant trainings from recognized organizations (Marks: 10%)
v) ARE (Highways) Engineer	Q: Bachelor's degree in Civil Engineering with minimum ten (10) years of general experience and Six (06) years' relevant experience of supervising construction of National Highways projects as Highway/Structure/Bridge Engineer on National Highways projects. The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 55 years on the date of submission of proposal. Four (04) years' general experience of construction supervising or execution of National Highways projects. (Marks: 70%)	Q: B.Sc. with additional relevant trainings from recognized organizations (Marks: 10%)	Q: M.Sc. (Structure/ Bridge Engineering) (Marks: 10%)	Q: M.Sc. (Structure/ Bridge Engineering) with additional relevant trainings from recognized organizations (Marks: 10%)
vi) ARE Structure / Bridge Engineers	Q: Bachelor's degree in Civil Engineering with minimum ten (10) years of general experience and Six (06) years' relevant experience of supervising construction of National Highways projects as Structure/ Bridge Engineer on National Highways projects. The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 55 years on the date of submission of proposal. Four (04) years' general experience of construction supervising or execution of National Highways projects as Structure / Bridge Engineer on National Highways projects. (Marks: 70%)	Q: B.Sc. with additional relevant trainings from recognized organizations (Marks: 10%)	Q: M.Sc. (Civil/Structure/ Bridge Engineering) (Marks: 10%)	Q: M.Sc. (Civil/ Structure/ Bridge Engineering) with additional relevant trainings from recognized organizations (Marks: 10%)



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Personnel	Sub-Criteria for Sub-Division of the indicated Weightage 30% herein above	Additional Marks		
vii) Material Engineer	Q: Bachelor's degree in (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology) with minimum twelve (12) years of general experience and eight (08) years' relevant experience as Material Engineer on construction supervision projects of National Highways involves asphalt concrete mix design in countries with hot climate and/or truck overloading problems including having experience to control testing at site, material testing and road pavement formation and other all related construction activities including concrete and highway embankment formation. He should have good command on internal and structure code closure e.g. AASHTO, ASTM and specification and standard of NHA alongwith field testing, concern Asphalts related all testing and mix design. The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 55 years on the date of submission of general proposal. Four (04) years' general experience as Material Engineer on construction supervision projects of National Highways or may be involves as a Material Engineer for execution of road projects. (Marks: 70%)	Q: B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology) with additional relevant trainings from recognized organizations (Marks: 10%)	Q: M.Sc. (Civil Engineering/ Geo-Technical Engineering) (Marks: 10%)	Q: M.Sc. (Civil Engineering/ Geo-Technical Engineering) with additional relevant trainings from recognized organizations (Marks: 10%)
viii) Sr. Quantity Surveyor	Q: DAE (Civil) with minimum ten (10) years of general experience and Eight (08) years' relevant experience as Quantity Surveyor on Civil Works projects on Highway construction projects. Age of expert should preferably be not more than 55 years on the date of submission of proposal. Two (2) Years' relevant experience as Quantity Surveyor on Civil Works projects on Highway construction projects. Age of expert should preferably be not more than 55 years on the date of submission of proposal. He should have the experience to handle claims variation order's and other quality related issues. (Marks: 70%)	Q: B.Sc. (Civil Engineer) (Marks: 20%)	Q: B.Sc. with additional relevant trainings from recognized organizations (Marks: 10%)	-





# TECHNICAL PROPOSAL FORMS



## Technical Proposal – Forms

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

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

Required, (√)	FORM	DESCRIPTION	Page Limit
√	A-1	Technical Proposal Submission Form	
√	A-1 Attachment	Proof of legal status and eligibility	
“√” If applicable	A-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent.	
“√” If applicable	A-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.	
		Consultant's Organization and Experience.	As given below
√	A-2	A. Consultant's Organization	3
		B. Consultant's Experience/ Client's Reference	20
√	A-3	Approach Paper on Methodology proposed for Performing the Assignment	50
		Comments/ Suggestions of Consultant	[See footnote] <sup>1</sup>
√	A-4	A. On the Terms of Reference	n/a
		B. On the Counterpart Staff and Facilities	2
√	A-5	Format of Curriculum Vitae (CV) for proposed Key Personnel	8 pages each CV
√	A-6	Completion and Submission of Reports as per TOR	n/a
√	A-7	Composition of the Team Personnel and the Tasks to be Assigned to each Team Member	n/a
√	A-8	Work Plan /Activity Schedule	n/a
√	A-9	Work Plan and Time Schedule for Key Personnel	n/a
√	A-10	Current Commitments of the Firm	n/a

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



<sup>1</sup> The total number of pages for combined forms A-3 and A-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.

**TECHNICAL PROPOSAL SUBMISSION FORM**

(To be required from lead firm only)

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

[{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture"}}, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firm(s) as Sub-consultants: {Insert a list with full name and country of each Sub-consultant.}]

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or the Client may impose any sanction.
- (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 Partner(s)/sub-consultant(s) or any of the proposed experts 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 Experts. We accept that the substitution of Key Experts 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) our firm/ each member of our JV is not participating in any other proposal for this Assignment.

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 reserves the right to reject any or all Proposals as per PPRA Rules.

We remain,

Yours sincerely,

Signature of Authorized Representative\* of the Lead Firm:

{In full} \_\_\_\_\_ {and initial} \_\_\_\_\_

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

Name of Firm(s): \_\_\_\_\_

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

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

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

*\* The above signatory or his authorized representative should attend the proposal submission and opening with authority to sign and stamp any missing pages of proposal in line with instructions given in clause 1.8 of the Data Sheet. The specimen of authorization for submission is given at annexure-D.*



### CLIENT'S REFERENCE

- **A. Detail about consultant(s) Organization.**
- Hierarchy/ organizational chart
  - Office address
  - Employees details
  - Etc.,
- **B. Relevant Services (as per RFP notice) Carried Out in the Last Ten Years Which Best Illustrate Qualifications**
- General experience in road Transport Sector
  - Specific experience related to particular assignment should be given on following format:



Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No. of Staff:
Address:		No. of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

**C. The project details of Client's Completion Certificates (Performance Reports) should also be given on above format.**

Consultants' Name: \_\_\_\_\_

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

---



**COMMENTS/SUGGESTIONS OF CONSULTANT**

---

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

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- Etc.

**B. On the data, services and facilities to be provided by the Client specified in the TOR.**

- 1.
- 2.
- 3.
- 4.
- 5.
- Etc.



### FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

---

1. Proposed Position: \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_
3. Name of Staff: \_\_\_\_\_
4. Profession: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Years with Firm: \_\_\_\_\_
7. Nationality: \_\_\_\_\_
8. N.I.C Number: \_\_\_\_\_
9. Cell Number: \_\_\_\_\_
10. Membership in Professional Societies: \_\_\_\_\_  
(Membership Certificate of PEC/ relevant council is Mandatory for Engineers. Copy of online updated PEC/relevant council details, as per Membership Number will be attached)
11. Detailed Tasks Assigned on the Project: \_\_\_\_\_  
\_\_\_\_\_

◆ Key Qualifications:

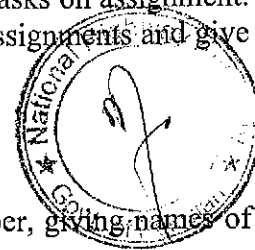
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

◆ Education

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained].

◆ Employment Record

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience, also give types of activities performed and Client references, where appropriate].





## ◆ Languages

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

## ◆ 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 A-9 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.
- (vi) I certify that 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.

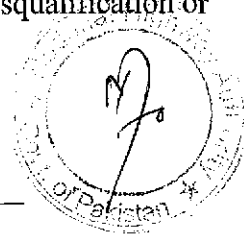
If CV is signed by the firm's authorized representative:

- (vii) 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 expert 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.
- (viii) Latest colored attested photograph stapled attached with the CV.

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

\_\_\_\_\_  
Signature of authorized  
representative of the Lead 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**

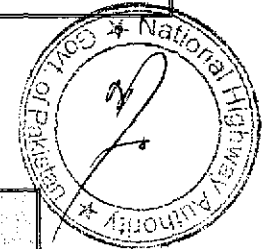
**1. Key Personnel (and Specialist Sub-consultant, if any)\***

Name	Position	Task Assignment	Present location	Details of Current Commitments			
				Name of assignment involved and clients names at present			
				Name of assignment	Name of client	Date of engagement <sup>2</sup>	Expected date of relieving <sup>3</sup>

\* Refer to ITC, Data Sheet, Sub-Clause 1.7 v (b).

**2. Other Personnel**

Name	Position	Task Assignment



<sup>2</sup>Substantiate with documentary evidence

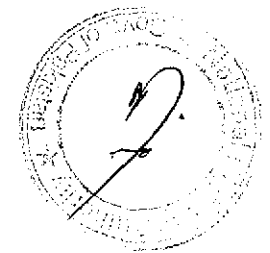
<sup>3</sup>Substantiate with documentary evidence

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**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

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**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		

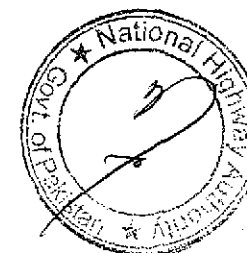
Continuous: \_\_\_\_\_  
Intermittent: \_\_\_\_\_

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

Yours faithfully,

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

Full Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_



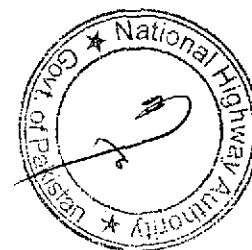
32

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

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

Name of project	Single or JV	Task assignment	Start date of the project	Expected date of completion

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Annex-A

*Specimen*  
*(On Firm(s) letterhead)*

**LETTER OF INTENTION**

**Subject: Technical and Financial Proposals For Consultancy Services for (Name of Project)**

This Joint Venture (JV) is made among following parties;

- 1) M/s \_\_\_\_\_ as Lead Firm having \_\_\_\_% share.
- 2) M/s \_\_\_\_\_ as JV Partner having \_\_\_\_% share.
- 3) M/s \_\_\_\_\_ as JV Partner having \_\_\_\_% share.
- 4) M/s \_\_\_\_\_ as JV Partner having \_\_\_\_% share.

The above firms are jointly and severally liable to the Client for preparation of Technical and Financial Proposals for Consultancy Services for “[NAME OF THE PROJECT]” (hereinafter called “The Project”).

The Firm hereto confirm the understanding as follows:

**1. Objective**

It is hereby agreed to form a Joint Venture for preparation of Technical and Financial Proposals for Consultancy Services for “The Project” to be submitted to National Highway Authority, Islamabad (hereinafter called “The Client”).

The Parties intend to do the following:

- a. Prepare and submit a mutually agreed Technical and Financial Proposals for the Project;
  - b. Agree to propose suitable staffing with high level of competence to form a competitive team for the Project.
  - c. Enter into the mutually agreed Consultancy Contract Agreement with the Client, if the project is awarded.
  - d. Perform all the services to be undertaken for the Project under the Consultancy Contract Agreement if signed.
- 2.** The authorized representative of JV shall be M/s..... for the future official correspondence with the client on behalf of JV.



3. The original letter of intention(s) of the JV member(s) on their letterhead is/are attached at...

For and on behalf of

.....  
**Sign & Seal of the Lead Firm**

.....  
*(Authorized Representative\* of the Firm)*

*\* Authorized Representative to sign the Letter of Intention can be;*

- o For Sole Proprietor firm; Owner of the Firm, otherwise Owner may authorize any person. (provided Authorization Letter be submitted)*
- o For Partnership firm; Director of the Firm; otherwise, authorized personnel (provided Authorization Letter be submitted).*
- o For Private Limited firm; Director of the Firm, otherwise, authorized personnel (provided Authorization Letter be submitted).*
- o For Public Private Limited firm; Director of the Firm, otherwise, authorized personnel (provided Authorization Letter be submitted).*



Annex-B

**AFFIDAVIT**  
**(Regarding Blacklisting)**

Subject: [NAME OF THE PROJECT]

I, the undersigned, do solemnly declare that M/s [NAME OF THE FIRM] has neither been blacklisted nor any contract rescinded in the past for non-fulfillment of contractual obligations.

\_\_\_\_\_  
Signature of Authorized  
Representative of the firm(s)

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

\_\_\_\_\_  
(Seal)



Attested by  
the Oath  
Commissioner

**Note:**

- The Affidavit is to be submitted on Stamp Paper of minimum Rs. 30/- duly attested by the Oath Commissioner.
- In case of Single Entity, to be provided by the firm.
- In case of JV, to be provided by all the JV members



**UNDERTAKING**

Subject: [NAME OF THE PROJECT]

I, the undersigned, do solemnly declare that the proposed personnel shall be available for the subject assignment in the project duration as per the terms and condition specified in the Request for Proposal (RFP).

\_\_\_\_\_  
Signature of Authorized  
Representative of the Lead firm

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

\_\_\_\_\_  
(Seal)



Attested by  
the Oath  
Commissioner

**Note:** The Affidavit, on Stamp Paper of minimum Rs. 30/- duly attested by the Oath Commissioner, is to be submitted by the Lead firm only.

Annex-D

General Manager (P&CA)  
National Highway Authority,  
Islamabad, Pakistan

Power of Attorney  
(Regarding submission of proposal)

Subject: [NAME OF THE PROJECT]

Dear Sir,

I, the undersigned, authorize Mr. \_\_\_\_\_ S/o Mr. \_\_\_\_\_ having CNIC No. \_\_\_\_\_ to attend the submission and Opening of Proposals on behalf of all JV members. *(Insert name of sole consultant in case of single entity else name of all JV members)*. He is authorized to attend, submit, sign and stamp any missing pages of the proposal (Technical and Financial) for above-mentioned project on... *(Insert date)*.

\_\_\_\_\_  
Signature of Authorized  
Representative of the Lead firm

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



# FINANCIAL PROPOSAL FORMS



Form A-11

## 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 the Project Name] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Insert amount in words and figures}, **including all Federal, Provincial and Local taxes applicable as per law of the land.** {Please note that all amounts shall be the same as in Financial Proposal Form A-17}.

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 initial} \_\_\_\_\_

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): \_\_\_\_\_

*\*In case of joint venture, the authority to sign on behalf of all members shall be as mentioned in the Letter of Intention, Annex-A.*



## Form A-12

## 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:

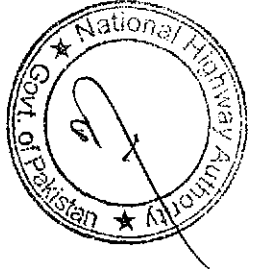
- Item No. 1 Basic salary shall include actual gross salary before deduction of income tax. The highest ranked Consultant shall provide payroll sheet for each proposed personnel at the time of contract negotiations.
- Item No. 2 Social charges shall include Client's contribution to social security, paid 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 and insurances, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported {see Form FIN-4}.
- Item No. 5 Fee shall include firm's profit and share of salary of partners and directors {if not billed individually for the project} or indicated in overhead costs of the firm.
- Item No. 7 Normally payable only in case of field work under hard and arduous conditions.
- Note 1 The minimum percentage of item (1) should be preferably 50% of (8).
- Note 2 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.



Full Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

**BREAKDOWN OF SOCIAL CHARGES**

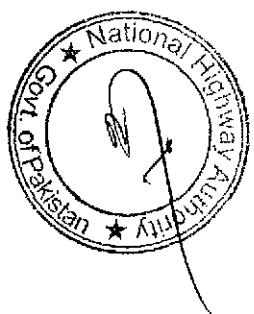
Sr. No.	Detailed Description	As a %age of Basic Salary



**Form A-14**

**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 A-4]*

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

**NOT APPLICABLE**



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

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

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



Form A-15

Page 3 of 3

**B-II ESTIMATED LOCAL CURRENCY SALARY COSTS/ REMUNERATION***[Refer also to Notes under Form A-4]*

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

Note: The bidders are required to quote the rates of Non Key/Support Staff given in the TOR in above table. The bidder(s) may propose Non Key/ Support Staff Person-Months in addition to those given in TOR; however, in such a case tenable reasons must be given in the Technical Proposal Submission Form A-4 "Comments on TOR". The Client's negotiation committee will deliberate on the requirement of additional staff during negotiation meeting. It is also to be noted that the Client is not bound to agree to the reasons given in Form A-4.

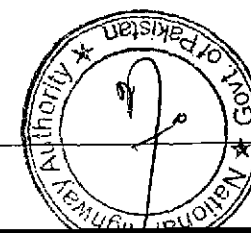


## DIRECT/ NON-SALARY COSTS FOR DESIGN AND SUPERVISION SERVICES

[Refer also to Notes under Form A-4]

Sr. No.	Nomenclature	Unit	Qty.	Unit Price (Pak. Rs.)	Total Amount (Pak. Rs.)
1.	Rent for Office Accommodation	L.S			
2.	Office Utilities Costs	L.S			
3.	Cost / rental of Furniture / Furnishings	L.S			
4.	Rental costs of Office/ Other Equipment	L.S			
	i. Computers and accessories				
	ii. Photo copy machines				
	iii. Communication equipment				
	iv. Drafting / Engineering equipment				
5.	Communication expenses (Transport Cost)	Per Month	18.0		
6.	Drafting/ Reproduction of Reports	L.S			
7.	Office/ Drafting Supplies	L.S			
8.	Others not covered above to comply with TOR requirement*				
	<b>Total</b>				

\* Any additional item/ cost quoted against these line items must be supported by solid/ tenable justification(s) detailed in Technical Proposal Submission Form A-4 "Comments on TOR" without indicating financial value therein. The negotiation committee of the Client may negotiate this cost on the basis of justification provided in the form A-4 with the prospective successful bidder in the light of Clause ITC 6.6 of RFP. Moreover, if no justification is given or Client does not agree to the justifications, the Client in both the cases **shall not** include this cost in the total cost offered by the Consultants for this assignment, particularly in case any amount against these line items is deemed to have been covered in other pay items.



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

[Refer also to Notes under Form A-4]

Sr.No.	Description	Amount (Pak. Rs.)
1.	Salary Cost	
2.	Direct (Non -Salary Cost)	
3.	Sub Total:	
4.	Sales Tax @ 16% on item 3 above which shall be kept as Provisional Sum in the Contract Agreement	Not Applicable till final decision of the Court of Law <sup>(3)</sup>
5.	Contingencies	-
	<b>Grand Total:</b>	

- Note: 1- The dues and salaries of staff are payable by the Consultant in time and not later than 10<sup>th</sup> of the following month positively. 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.
- 3- Relevant documents are attached at the end of RFP.
- 4- Consultant's Head Office Support will be mandatory during Supervision; the firm shall be bound to provide design input required on the Site or advice on contractual matters; the cost for the same is built in the financial proposal. Responsibility for the team in field will be backed by the Consultant's Head Office; the Head Office will assume full responsibility for the team in field.
- 5- Any key position that remains vacant for more than one month that was required to be filled for that period, a compensation equivalent to the charge



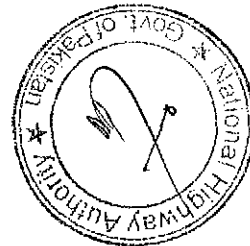
rate of that individual will be imposed. For clarification, the invoice will not include the charge rate of the missing individual and additionally, the charge rate of one month for that individual will be deducted from the invoice. This will be replicated for all missing key personnel. For the 2<sup>nd</sup> month, the compensation payment will be doubled. For the 3<sup>rd</sup> month, an additional warning will be issued. If the issue persists in the fourth month, the firm can be penalized by invoking conditions of contract and even to the extent of consideration for blacklisting.



## APPENDIX - A

# TERMS OF REFERENCE

(Including Description of Services)



## CHAPTER NO. 1 INTRODUCTION

### **1.1 BACKGROUND:**

The N-50 starts at Kuchlak to the north of Quetta and runs east via the urban areas of Muslim Bagh, Qila Saifullah, Zhob and Mughal Kot ending at an intersection with the Indus Highway near Dera Ismail Khan. It serves as the main road link between the provinces of Baluchistan and Khyber Pakhtunkhwa passing through Bostan, Khanozai, Qila Saifullah, Gwal Haidazai Post, Mina Bazar, Zhob, Mughal Kot, Daraban and Dera Ismail Khan.

The project relates to the up gradation, widening and improvement of Kuchlak-Zhob (298 km) section of N-50 Highway. N-50 serves as the main road link between the provinces. The road section from Zhob to Mughalkot (81.21 km) is a part of this highway ending near the border of the two provinces.

Kuchlak-Zhob section of N-50 (298 km) shall be upgraded as four (04) lane dual carriageway. The upgradation also encompasses the Geometric impact of existing road. The possibility for providing bypasses is also part of feasibility study. Accordingly, six bypasses have been proposed with service road where necessary.

Subject scheme is included in PSDP 2019-20 with an allocation of Rs.9400 million.

PC-I for Dualization of Kuchlac-Zhob Section of N-50 (Length- 298 km) has been approved by ECNEC in its meeting held on 28<sup>th</sup> March, 2019. Therefore, NHA intends to appoint consultant for Design Review & Construction Supervision for Dualization of Kuchlac-Zhob Section of N-50 (Length- 298 km) alongwith all other requirement described in the TOR.

### **1.2 NEED ASSESSMENT:**

China Pakistan Economic Corridor (CPEC) is essentially a development corridor comprising of multiple components including energy, transport and infrastructure, Gawadar Port and industrial cooperation involving gigantic foreign investment. Once developed, this Corridor can bring revolution in energy & transport sector.

Proposed road is a part of western alignment of China Pakistan Economic Corridor (CPEC). The National Highway N-50 is an important trade, industrial and agricultural route, connecting many important cities and towns including Kuchlak, Muslim Bagh and Qilla Saifullah.

Expected benefits associated with the proposed project include:

- Smooth flow of traffic.
- Saving of Vehicle Travel Time and Vehicle Operating Costs of commuters.
- Reduction of traffic accidents and casualties.
- Efficient movement of trade, goods and traffic in relatively shorter time.



- Economic growth through providing employment opportunities for the local residents.
- Quicker transport of agricultural products including perishable goods to final destination.
- Environmental conditions shall be improved due to the reduction of smoke and exhaust emitted by vehicles in idle mode due to extreme congestion on existing road.

### 1.3 **PROJECT DEFINITION:**

Kuchlak-Zhob section of N-50 (305 km) shall be upgraded as four (04) lane dual carriageway along with Geometric improvement including the proposed 4 lane facility will largely contribute to the economic and social development of Baluchistan, Central Punjab and Khyber Pakhtunkhwa by bringing more population into the stream of benefits, which in turn will change the social complexion of people around this road.

Six bypasses have been proposed with service road where necessary which are as below: -

1. Qila Saifullah Bypass
2. Nasai Bypass
3. Muslim Bagh Bypass
4. Kan Mehterzai Bypass
5. Khanozai Bypass
6. Kuchlak Bypass

The project has been divided into five (05) packages, given as follows:

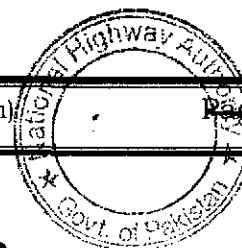
<b>Section 01:</b>	<b>Kuchlak to Khanozai 55 km (km 0 -km 55)</b>
<b>Section 02:</b>	<b>Khanozai to Nasai 65 km (km 55 -km 120)</b>
<b>Section 03:</b>	<b>Nasai to Qila Saifullah 50 km (km 120 -km 170)</b>
<b>Section 04:</b>	<b>Qila Saifullah to Tangi 65 km (km 170 -km 235)</b>
<b>Section 05:</b>	<b>Tangi to Zhob 70KM (km 235 -km 305)</b>

### 1.4 **PROJECT OBJECTIVES:**

The main objectives of the project are:

- Reduce travel time & increase transport efficiency which will lead to increase profits of the individual producers.
- Reduce vehicle operational and maintenance costs while enhancing vehicle.
- Pedestrian safety by improving road safety and reducing traffic congestions.
- Improve connectivity between production centers and market place. Improve linkage with other provinces & facilitate to increase mobility by improving surface.
- Improvements of the road sector will create better environment for trading, services and economic sectors, which are vital for sustainable development.

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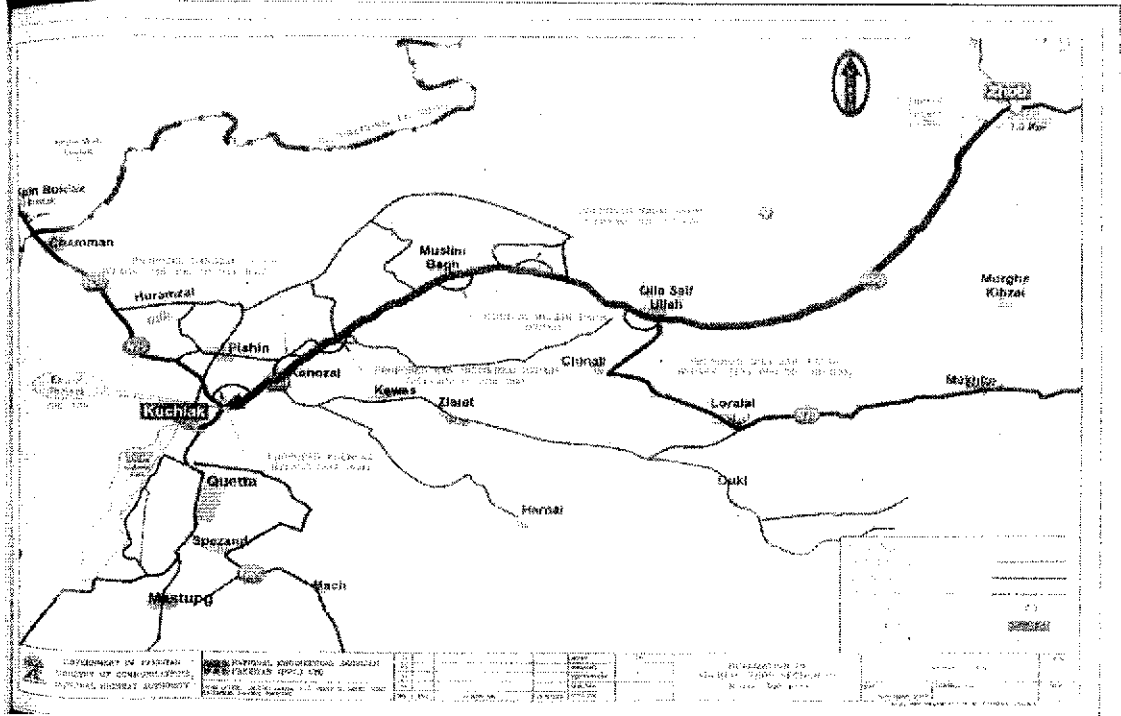


## CHAPTER NO.2

### DESCRIPTION OF THE PROJECT

#### 2.1 LOCATION OF PROJECT

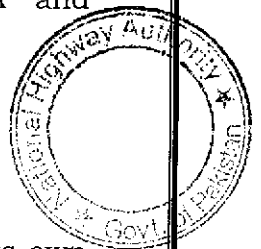
The project is located in the province of Baluchistan and is part of N-50, an important link between Baluchistan and the province of Khyber Pakhtunkhwa.



#### 2.2 PROJECT WORKS

The scheme envisages the construction supervision for Dualization of Kuchlac-Zhob Section of N-50 (Length- 305 km). The scope of work of the assignment has been defined in the TOR. However, main scope of work is given as under but not limited to the following:

- The Consultant prior to start the design review will coordinate with regional NHA office Quetta and will conduct a site visit regarding recently maintenance scheme's implemented by NHA in near part on project road length. Accordingly will Coordinate to NHA and proceed in the matter (if required).
- Construction supervision of the subject project.
- Design review.
- Quality control/Quality assurance.
- Traffic diversion plan.
- Highway safety of human life including Clint, contractor & its own staff during execution of work including traffic commuters.
- Assist NHA in audit of the project up to settlement of audit Para's.
- Preparation of revised PC-I (50 copies) up to approval (if required) (cost will be built in its bid).



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- Preparation of PC-IV (upto approval(10 copies)) (cost will be built in its bid).

It is pertinent to mention the consultant will be responsible for quality of work, timely execution (details are given in other chapters of TOR). However, it is highlighted that all expenditure for preparation of Revised PC-I and PC-IV upto approval from concerned forum will be built in a bid. The supervisory consultant will response to client without any extra expenditure in settlement of Audit Para's, preparation of Revised PC-I & PC-IV even after conducting construction activities.

### 2.3 TIME OF START

The services shall commence immediately after signing of the contract agreement.

### 2.5 TIME OF COMPLETION

**Total Duration of Assignment = 40 months**

Details of projects Duration is given as:

- Resident Engineer will be mobilized in advance for a period of 1 month at the same time Design Review personnel's will be also mobilized.
- Supervision construction period = 36 month
- Book/ account closing and handing & taking over period = 3 months

\*\*\*\*\*



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## **CHAPTER NO. 3**

### **DESIGN REVIEW**

#### **3. Scope of Services for Design Review**

The scope of services for design review shall include, but not necessarily be limited to the following:

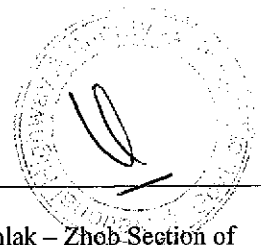
- 3.1 The available tender drawings/design suffice for the purpose of tendering. Before the construction drawings are formally issued to the Contractor, the supervisory Consultant shall on fast track without fail establish the traverse & level controls along the alignment. Joint cross-sections with the Contractor shall be observed which 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.
- 3.2 If during joint survey in field any deficiency in topography is observed it shall be depicted, mitigated, and incorporated in the design.
- 3.3 The Consultant shall review, vet, and scrutinize the design and ensure conformance to AASHTO standards. Comprehensive design review report shall be prepared and submitted.
- 3.4 Pavement design computations shall be checked. Consultant is advised to keep the original Contract intact as much as possible (except necessary mitigation) to avoid any re-rating and variations orders, unless the project quality/safety is compromised.
- 3.5 Consultant shall carry out independent computations of bridges, culverts and other structures. Any economy achieved shall add on to Consultants grading. Construction Drawings shall be developed and issued to the Contractor.
- 3.6 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. Stability of road embankment against erosion shall be checked. Road surface runoff, collection of water and disposal shall be adequately addressed.
- 3.7 Soil characteristics 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. Borrow pits as identified by the Contractor shall be checked for suitability to be used in construction.
- 3.8 The Consultant shall finally validate the Bid BOQ against the design review estimates. Every effort shall be made to secure the project cost within budget.



Say no to Corruption

- 3.9 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.
- 3.10 Ensure that specific provisions are available to minimize disruptions / damage to the environment and local settlements during construction.
- 3.11 Review Environment Management Plan to address implementation and monitoring of parameters listed in the EIA report and/or NOC thereof.

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## CHAPTER NO.4

### CONSTRUCTION SUPERVISION

#### 4.1 DETAILED SCOPE OF WORK COVERING CONSTRUCTION SUPERVISION FOR SUPERVISORY CONSULTANT

The responsibility of supervision shall rest with the Engineer who shall issue instructions in writing to the Supervisory Consultants for the supervision of works as per the Contract. As the Engineer's Representative, the Consultants' authorized representative and other staff will implement the Works Contract and ensure that the Works are constructed in accordance with its provisions. The Consultant will have all the powers defined in the FIDIC Conditions of Contract as being the Engineer / Engineer's Representative. Supervisory Consultants shall carry out a revision in the plans and specifications as required by the Engineer and prepare all change orders instantly thereto and shall further assist the Engineer in negotiations necessary for execution of the changes. Such revisions shall be encouraged which result in improved project performance, in accordance with the plans and conforming to the specifications. The Supervisory Consultants shall carry out the Construction Supervision but not limited to the following tasks:

- Make sure execution of works as per design, standards, specification and technical construction drawings.
- To intimate NHA in each matter and must obtain formal approval from NHA to proceed in the matter.
- Assure quality of the works during execution by using suitable and tested construction material.
- To ensure the good quality construction survey work, levels and grade achieved during and after construction.
- Make sure the continuous supervision/inspection of the soils, materials construction operations and the works with regard to workmanship and compliance with the specifications.
- Certify the payment bills of Contractor according to the approved procedure and also maintain the payment record maintaining consolidated project accounts and assist NHA for settlement of Audit Para's.
- Make sure the existing traffic management and safety plan all times in a safe and secure manner.
- Monitor and appraise progress of the works for timely completion of work. Review and accept or reject Contractor's proposed work

schedules.

- The supervisory Consultants shall prepare the revised PC-I of the project and will be responsible to incorporate all changes up to final approval from the relevant forum.

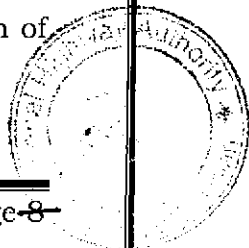
#### 4.2 **GOVERNING RESPONSIBILITIES AND DUTIES OF SUPERVISORY CONSULTANT**

##### 4.2.1 **Application of Standards, Specifications and Engineering Decisions**

The Supervisory Consultants will be fully responsible for the execution of work in accordance with standards and specifications and technical construction drawings. The Consultants shall supervise the Work's Contracts, make engineering decisions, be responsible for quality assurance, provide general guidance and furnish timely response to the Contractors in all matters relating to the Works.

##### 4.2.2 **Intimation and Approval by NHA**

- ✓ The Consultant shall advise NHA on all matters relating to the efficient and successful execution of the Works Contracts, and shall act at all times so as to protect the interests of the project and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound economic and engineering practices. Supervisory Consultants will intimate and will get approval of any decision from NHA regarding change in Design to initiate Variation Order, Extension of time etc.
- ✓ 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.
- ✓ Shall assist for settlement of the Audit Paras and enquiries (if any) pertaining to the Project without any time restriction and remuneration to be made separately on this account. The cost to be incurred may be built in the rates.
- ✓ Jointly inspect with NHA the completed Works, and assist in formal taking over review and approve "as built" drawings and plans, provide report(s) testifying to the satisfactory completion of the contract.



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- ✓ After completion of work the consultant will prepare a list of all deficiencies (if exist) and will handover to NHA with proper remedial measures. Provide any other specialist services requested by NHA under conditions to be mutually agreed.

#### 4.2.3 **Project Management**

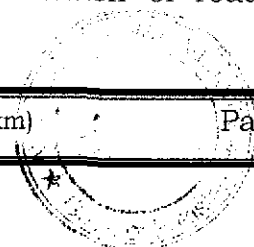
The Consultants shall assist NHA in all matter related to proper execution of project as per contract and NHA Standard and specification but not being limited to the following:

- ✓ Assist NHA for the establishment of the basic overall project construction schedule, budget and cash disbursement schedule.
- ✓ Assist NHA for establishment and implementation of a project management system and procedures to monitor and control the cost and time schedule to enable timely corrective measures.
- ✓ To coordinate, supervise, and support the decision making actions by NHA concerning engineering and design matters during the construction stage in order to ensure that quality control and engineering standards are consistently maintained throughout the project within cost and time constraints.
- ✓ Assist NHA for setting up of an effective reporting system of project progress and status to the management of NHA.
- ✓ Prepare realistic construction schedules, showing the anticipated progress of Works and expenditures of the contract package.
- ✓ Review and approval of proposal on variation orders and implementation schedule prepared by the Contractor.
- ✓ Issue monthly-consolidated progress reports on a format to be agreed with NHA including payment estimates and comments on the Contractors' work program, and advise NHA of any problem or potential problems which might arise and cause delay in implementation and recommend corrective action(s) to be taken.
- ✓ Monitor and control progress of Works and initiate corrective measures, if required.

#### 4.2.4 **Construction Supervision**

The Supervisory Consultants shall be fully responsible that the Works are executed in accordance with the plans, grade as per specifications of NHA as per contract. The Supervisory Consultants shall carry out the Construction Supervision ensuring the following items:

- ✓ Stake the centerline, ROW limits and relocation of roadway structure and appurtenance;



- ✓ Setting of Grade-stakes;
- ✓ Relocation of Grade-stakes;
- ✓ Soil Tests;
- ✓ Concrete Tests;
- ✓ Reinforced Bar Tests;
- ✓ Structural Steel Tests;
- ✓ Others Tests as deemed necessary;
- ✓ Inspect and evaluate Contractors' facilities especially laboratory items to ensure compliance with the specifications and terms and conditions of the Contract Agreement. Without relieving the Contractors of their obligations under the Contract, monitor the Contractors' laboratory testing, evaluate the Portland cement concrete and bituminous mixture designs prepared by the Contractors, and recommend improvements (if any), Monitor the concrete Batching and laying as per approved mix design & specifications, Asphalt Mixing and laying as per Job Mix Formula and specifications, carry out the testing of steel and High Tensile wire / cable for Stressing as per Specifications and also monitor the Stressing activity as per approved procedure and Specifications and also ensure the desired performance, and accord approval thereof;
- ✓ 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 "Engineer / Project Manager" 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;
- ✓ Give notice to the Contractors 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 Work(s) and/or recommend to NHA other recourse available under the Contract;
- ✓ Without relieving the Contractors of their obligations under the Contract, review and approve the traffic management and safety plan, and ensure compliance such that the Works are carried out at all times in a safe and secure manner and damage or injury to persons or property is avoided;
- ✓ Inspect quarries and borrow pits, and crushing plants and order tests of materials and ensure adherence to specifications, and



approve the sources of materials.

#### 4.2.5 **Quantity Measurement and Quality Control**

- 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 Contractors are given Possession of Site in accordance with the agreed work programs;
- Review and approval of proposal on variation orders and implementation schedule prepared by the Contractor.

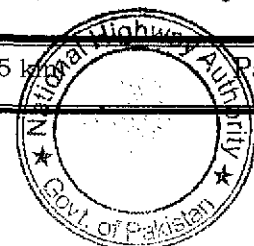
#### 4.2.6 **Approval of Construction Methodology and Equipment of Contractor**

- ✓ Review, evaluate and approve the planned construction methodology by the Contractor and ensuring that the Contractor has incorporated the most effective and expeditious methodology of carrying out the Works; and ensure in setting up a computerized project control system for reporting physical and financial progress by the Contractor as well as the forecasts, if included in the bids and/or if demanded later on by the NHA. Subsequently, closely monitor the construction progress on regular basis to determine whether it is proceeding in accordance with the approved work program.
- ✓ Advising on the selection of Contractor's equipment. 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.

#### 4.2.7 **Payment Certificates and Claims of Contractor**

- ✓ Verify the interim and final payment certificates submitted by the Contractor on the basis of measured work items as the case may be having regard to any contractual provision for advance payment and variation of price, certify the completion of the activities / Works or parts thereof and verify indices for Price Adjustment in costs as applicable after ascertaining ex-factory prices before recommending any amount on this account in interim payment certificates (IPCS).
- ✓ Assist NHA in contractual matters with the Contractor (performance bonds, insurances, claims, advance payment

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guarantees etc.). Assist with interpretation of the Contract Documents, explain and or reconcile any ambiguities and or discrepancies in the Contract Documents, and apply various provisions of the contract documents; and provide NHA all relevant documentation needed for settling disputes (if any) with the Contractors, and make recommendations to NHA for resolving the Contractors' claims, contract time extensions, variation orders, subletting, quantification of claims, rate and price fixing etc.

**4.2.8 Maintain Project Record**

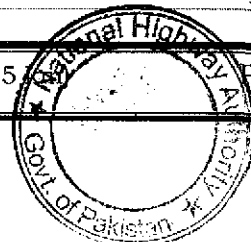
- ✓ Establish a comprehensive system of maintaining site records including site correspondence, survey data, inspection records, test data, site diaries, records of meetings, financial records, progress records etc.
- ✓ Recommend any modification of complementary items to be necessary to Contractor.
- ✓ Supervising information program on STDs and HIV/AIDS which the Works Contractors are required to carry out at construction campsites.
- ✓ Consultant shall prepare movie by Drone Camera for record of all the activity on the project from the date of start to the end and hand over five copies of the same at the time of completion to the Client.

**4.2.9 Reporting Requirements**

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

• Inception Report	1 soft + 15 hard soft copies
• Contract Administration Report and Construction program	1 soft + 15 hard soft copies
• Annual Management Information Report at the end of each Financial Year	1 soft + 1 soft copies
• Technical Reports	1 soft + 15 hard soft copies
• Progress Reports (monthly)	1 soft + 15 hard soft copies
• Project Completion Report (PC-IV)	1 soft + 10 hard soft copies
• Project Documentary	5 copies ( soft and hard)
• Updated construction program	1 soft + 5 hard soft copies

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	as required.	
•	Roughness Survey reports at substantial completion and expiry of defect liability period	1 soft + 5 hard copies
•	Revised PC-1	1 soft + 50 hard soft copies

✓ **Inception Report**

The Consultants will submit an Inception Report to NHA after conducting site visit and meetings with NHA officials which indicate the possible design changes observed during design review exclusive supervision methodology, possible sites / Reaches ready to handover to contractor and any other important detail related to project.

✓ **Final Project Completion Report**

The Consultants will prepare a comprehensive final Completion Report within thirty (90) days after completion of project (as described in the contract). The Final Completion Report for the project shall summarize the method of construction, as built record of executed work and certification of the satisfactory correction of defects, the construction supervision performed, and recommendations for future projects of similar nature to be undertaken by NHA. This will also include a brief on the performance of the Contractor with particular emphasis on planning and job management at site. His weak and strong points need to be emphasized with clarity.

✓ **Project Documentary Report (Drone movie in CD)**

The Consultant has to make documentary of all major activities during constructions as well as that of completed project sections to be submitted towards the end of the project. These should also include;

- i. Laying and compaction of various pavement layers;
- ii. Operation of Asphalt and concrete Plants;
- iii. Quarry sites and laboratory activities;
- iv. Road after completion showing road furniture;
- v. Various important stages in construction of structures;
- vi. Any other major activity involved requiring specific mention.

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## CHAPTER NO.5

### STAFFING FOR DESIGN REVIEW AND CONSTRUCTION SUPERVISION

#### 5.1 STAFFING BY CONSULTANTS

- Staff details given at 5.1.2 of TOR.
- The staff as given in section 5.1.2 of TOR has been fixed by NHA for 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.
- The construction period of project is 36 months. Chief Resident Engineer of the Consultants is required 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. Mobilization of staff schedule is given as under:-

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iv. Resident Engineer will be mobilized in advance for a period of 1 month at the same time Design Review personnel's will be also mobilized.

v. Supervision construction period = 36 month

vi. Book/ account closing and handing over taking over period = 3 months

**Total Duration of Assignment = 40 months**

- 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



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**5.1.1 The mobilization of staff will be as per following:-**

Advance Mobilization of key personnel and Design Review taken as under:-

S. No.	Description of Personnel	Nos.	Months	Man-months
1.	chief Resident Engineer	01	01	01

**5.1.2 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:

Sr. No	Description of Personnel	No. of Persons	Months	Person-Months
<b>A. Design Review Staff (Key Personnel's)</b>				
1	Highway Design/ Traffic Engineer	1	1	1
2	Structure Design Engineer	1	1	1
3	Geo-Tech Engineer	1	1	1
4	Computer Operator	1	1	1
<b>Sub-Total (A):</b>		<b>3</b>	<b>-</b>	<b>4</b>
<b>B. For Supervision (Key Personal)</b>				
5	Chief Resident Engineer	1	36	36
6	Lead Contract Specialist	1	36	36
7	Lead Material Engineer	1	36	36
<b>Sub-Total (A):</b>		<b>3</b>		<b>108</b>
<b>C. Construction Supervision Team</b>				
8	Resident Engineer	5	36	180
9	ARE (Highways) Engineer	5	36	180
10	ARE Structure / Bridge Engineer	5	36	180
11	Material Engineer	5	36	180
12	Sr. Quantity Surveyor	5	36	180

	<b>Sub-Total (B):</b>	<b>25</b>	-	<b>900</b>
<b>D.</b>	<b>Non Key Personnel</b>			
13	Material Inspectors	5	5*36	180
14	Site Inspectors (Highways)	10	5*30	150
			5*36	180
15	Site Inspectors (Structures)	5	5*36	180
16	Surveyors	10	5*30	150
			5*36	180
17	Quantity Surveyors	5	36	180
18	Junior Engineer (B.Sc Civil Engg- Planning Wing NHA,HQ)	5	24	120
19	CAD Operator	5	36	180
20	Computer Operators	5	36	180
21	Accountant	5	36	180
22	Office Assistants	5	36	180
23	Helpers	10	36	360
24	Office Boys	5	36	180
25	Trainee Engineer**	10	5*24	120
			5*36	180
	<b>Sub-Total (D):</b>	<b>86</b>	-	<b>2970</b>
	<b>Total (A+B+C+D):</b>	<b>117</b>	-	<b>3982</b>
<b>E.</b>	<b>Book/ account closing and handing over taking over period</b>			
26	Chief Resident Engineer	1	3	3
27	Quantity Survey ,	1	3	3
28	Computer Operator	1	3	3
29	Office Boys	1	3	3
	<b>Sub-Total (D):</b>	<b>4</b>	12	<b>12</b>
	<b>Total (A+B+C+D+E):</b>	<b>121</b>	-	<b>3994</b>

\*As per NHA Executive Board recommendation and in lines of Administration Wing HRD cell letter No. 8(6) HRD/NHA/INT/2019/228, dated July 2, 2019

\*\*With the approval of Member (Planning)

Total Key Personnel Person-Months for Const. Supervision: **1008**

Total Non-Key Personnel Person-Months: **2970**

Total Design Review Staff Person-Months: **04**

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.



**5.2 SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**

For Supervision purpose of the project Accommodation, Offices, utilities, material testing laboratories and field transportation for consultant staff will be provided under the Works Contracts.

**5.3 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.

**5.4 REVISION OF PC-1 & Preparation of PC-IV**

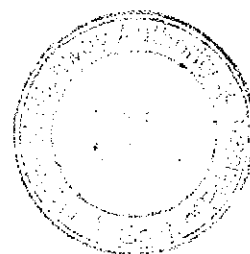
It shall be the responsibility of the construction supervision Consultant to prepare the revised PC-1 of the respective project, before completion of the project, by incorporating all changes in the scope of work and prepare completion report (PC-IV) at completion of the project. To ensure compliance an amount of two per cent (02%) of construction supervision cost will be withheld from interim (monthly) invoices and released along with the final payment of the Consultants on completion of this job.

**5.5 TRAFFIC DIVERSION PLAN AND SAFETY MEASURE'S**

The Construction Supervision Consultant will make ensure to finalize the proper traffic diversion plan of contract and to provide proper guidelines to contractor to maintain smooth traffic flow and to make ensure proper safety measures to save human life and to avoid any traffic accident during construction.

**5.6 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:



S.No	Title, Experience, Qualification & Responsibilities		
<b>Design Review Staff</b>			
<b>1.</b>	<b>Chief Resident Engineer</b>		
	General Experience: 18 years		
	Qualification:	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc. (Highways Engineering).
		Marking:	M.Sc. with additional relevant trainings- 100%; M.Sc. - 90%; B.Sc. with additional relevant trainings - 80%; B.Sc. - 70%.
	Specific Experience:	Relevant	Fifteen (15) years' experience as Resident Engineer on construction supervision of National Highway projects. The Personnel is encouraged to attach at least two (02) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 60 years on the date of submission of proposal.
		General:	Three (03) years general experience of supervision or execution of construction of Highway projects in the country or abroad.

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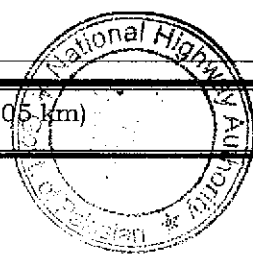
S.No	Title, Experience, Qualification & Responsibilities	
	Responsibilities	<p>The CRE / Team Leader will head the Consultants' team and will work directly to manage the project and will maintain liaison with NHA.</p> <p>Responsibilities of the CRE / Team Leader will include, but is not limited to the following:-</p> <ul style="list-style-type: none"> <li>• Assist the NHA in Project implementation.</li> <li>• Assume full responsibility for the consulting team and performance of services under the consultancy contract.</li> <li>• Ensure that the consulting team undertakes comprehensive review of the designs and specifications which were prepared by the design consultant.</li> <li>• Ensure that the consulting team undertakes comprehensive construction supervision and contract administration of the civil works.</li> <li>• Oversee the consultants activities ensuring compliance to details provided in the construction drawings and strict adherence to construction specifications.</li> <li>• Oversee and supervise construction of works in accordance with details provided in the construction drawings ensuring strict adherence to construction specifications.</li> <li>• Ensure preparation of detailed and quantitative progress reports to support the contractor's requests for progress payments.</li> <li>• Keep the Employer informed of technical issues and progress of all works both by informal and formal meetings and correspondence and assist in any project issue which the Employer may require.</li> <li>• Ensure implementation of environment and other related requirements.</li> <li>• Assist the Employer in preparing responses to audit objections and queries of the financiers or other Government Authorities.</li> <li>• Coordinate with all concerned Employer's organizations on project issues.</li> </ul>

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S.No	Title, Experience, Qualification & Responsibilities		
2.	<b>Lead Contract Specialist</b>		
	General Experience:		12 Years
	Qualification:	Minimum:	Bachelor's degree with a major in Civil Engineering, Law, Contracts, Purchasing, or Management
		Desirable:	Master degree with a major in Civil Engineering, Law, Contracts, Purchasing, or Management
		Marking:	M.Sc. with additional relevant trainings- 100%; M.Sc. - 90%; B.Sc. with additional relevant trainings - 80%; B.Sc. - 70%.
	Specific Experience:	relevant	12 years' international experience as Contract Specialist on major road projects based on FIDIC form / conditions of contract, Experience and knowledge of ADB's procurement procedures is essential. Proven credentials in contract administration, evaluating contractor's claims and dispute resolution, preferable experience/track record of an arbitrator, mediator, adjudicator and/or dispute resolution adviser.
		Responsibilities	<ul style="list-style-type: none"> <li>• Assist to organize meetings for negotiating and resolving technical and contract completion issues;</li> <li>• Assist Employer and TL in effect the timely distribution of reports and pertinent commercial information to and from Contractors in accordance with agreed schedule.</li> <li>• Assist in schedule turnover meetings with Site Personnel, where required.</li> <li>• Assist to check timesheets for contract conformance (rates, backup and extensions).</li> <li>• Assist in review of Contractors' invoices and prepare Progress Payment Certificates with Cost Control.</li> <li>• Assist in review of Contractors' costs, forecasts and requests for extras.</li> <li>• Assist in review and issue for approval and post Substantial Performance documents.</li> <li>• Participate in contract cost review meetings and regular Project progress and assist with preparation of monthly contracts and Project progress reports.</li> </ul>

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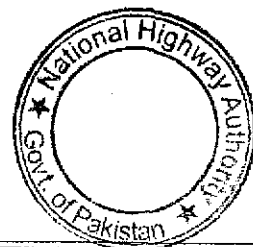
S.No	Title, Experience, Qualification & Responsibilities		
<b>3.</b>	<b>Lead Material Engineer</b>		
	General Experience:		12 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology).
		Desirable:	M.Sc. (Civil Engineering/ Geo-Technical Engineering).
		Marking:	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:	Relevant	<p>Eight (08) years' relevant experience as Material Engineer on construction supervision projects of National Highways involves asphalt concrete mix design in countries with hot climate and/or truck overloading problems including having experience to control testing at site, material testing and road pavement formation and other all related construction activities including concrete and highway embankment formation. He should have good command on international codes e.g. AASHTO, ASTM and specification along with field testing, Asphalts and cement concrete related all testing and mix design.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 55 years on the date of submission of general proposal.</p>
		General	Four (04) years' relevant experience as Material Engineer on construction supervision projects of National Highways.

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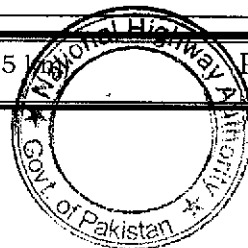


S.No	Title, Experience, Qualification & Responsibilities	
		<p>Responsibilities:</p> <p>He/she will assist and will be responsible for quality of materials used in construction by performing field and laboratory tests and certifying their acceptance based on recommended specifications for the material, will also identify the sources of material and query sites.</p> <p>Main responsibilities of the position will include but not limited to the following:-</p> <ul style="list-style-type: none"> <li>• Stipulate Material Testing Procedures and Specifications.</li> <li>• Identify sources of materials, quarry sites and borrow areas.</li> <li>• Confirm the suitability and availability of material in the borrow pits and quarries for earthwork and pavement.</li> <li>• If required, identify and evaluate additional sources of materials.</li> <li>• Undertake field and laboratory testing of the materials to determine their suitability for various components of the work.</li> <li>• Prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries and the respective estimated quantities.</li> <li>• Make suitable recommendations regarding making good the borrow and quarry areas after the exploitation of materials for construction of works.</li> <li>• Be responsible for Material Testing and specification and certification of material quality.</li> <li>• Preparation and testing of concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified during Material Investigation to conform to specification applicable in Pakistan.</li> </ul>

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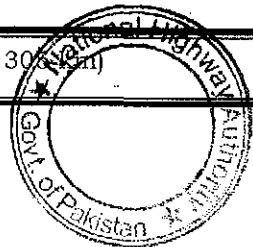
S.No	Title, Experience, Qualification & Responsibilities		
<b>Design Review Staff</b>			
<b>4.</b>	<b>Highway Design /Traffic Engineer</b>		
	General Experience:		10 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc.in Highway Engineering
		Marking:	M.Sc. with additional relevant trainings- 100%; M.Sc. - 90%; B.Sc. with additional relevant trainings - 80%; B.Sc. - 70%.
	Specific Experience:	Relevant	08 years relevant experience in highway geometric and pavement design
		General	02 years general experience in highway design.
		Responsibilities:	He/She will be responsible for detailed design involving geometric design, designs for road features and road safety/traffic control features, drainage designs, rehabilitation and repair plan, traffic plans and amenities including detailed drawings and specifications. He/she will propose if required, during construction any modification and change in design, construction method and alternate technology of construction.
<b>5.</b>	<b>Structure Design Engineer</b>		
	General Experience: 10 Years		
	Qualification:	Minimum:	B.Sc. (Civil Engineering)
		Desirable:	M.Sc (Structure Engineering).
		Marking:	M.Sc. with additional relevant trainings- 100%; M.Sc. - 90%; B.Sc. with additional relevant trainings - 80%; B.Sc. - 70%.
	Specific Experience:	Relevant:	Eight (08) years' experience as Structure Design Engineer of National Highways' Bridges and other roadway structures Age of expert should not be more than 60 years on the date of proposal submission.
		General:	Two (02) years' experience as Structure Design Engineer of Highways'/ Bridges or involved in supervision of bridges and structure.
		Responsibilities:-	<ul style="list-style-type: none"> <li>• Inspect the site and collect the condition data for the design review and necessary changes if any.</li> <li>• Provide details about existing structures, damages and assessment.</li> <li>• He/she will be responsible for detail design of structure, bridges and culverts.</li> <li>• He/she has good sound knowledge and experience of structure designing of mega highway projects.</li> </ul>



S.No	Title, Experience, Qualification & Responsibilities		
<b>6.</b>	<b>Geo-Tech Engineer</b>		
	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:	Ph.D. (Civil Engineering)/ M.Sc. (Geotechnical Engineering) - 100% M.Sc (Civil Engineering) / B.Sc (Geotechnical Engineering) with additional relevant trainings from recognized organizations-85%; M.Sc.(Civil Engineering)/B.Sc. (Geotechnical Engineering)-70%. B.Sc. (Civil Engineering)-60%.
Specific Experience:	Relevant:	Eight (08) years' relevant experience Geo - Tech Engineer on construction supervision projects of National Highways.	
	General:	two (02) years' general experience as Material Engineer on construction supervision projects of National Highways.	
	Responsibilities:	Responsible for geotechnical investigations and subsurface explorations for road and structures, stipulate material testing procedures and specifications, identify sources of materials, quarry sites and borrow areas. Geotechnical Engineer will review the design and if required during construction any modification and change in design, construction method, alternate technology of construction and provide oversight during the consultancy service.	

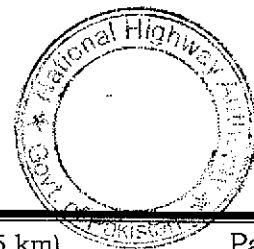
**Key Personnel for Construction Supervision Phase**

<b>7.</b>	<b>Resident Engineer</b>		
	General Experience: 15 Years		
	Qualification:	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc. (Civil/Transportation Engg).
		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:	Relevant	Ten(10) years of relevant experience including experience as a Resident Engineer on construction supervision of National Highway projects. The Personnel is encouraged to attach at least two (02) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 60 years on the date of submission of proposal.	



S.No	Title, Experience, Qualification & Responsibilities		
		General:	Five (05) years general experience of supervision or execution of construction of Highway projects in the country or abroad.
		Responsibility:	<p>RE will be responsible for construction supervision of the road and ensuring that the subject project is implemented in accordance with the required specification and approved drawings.</p> <p>He will be responsible for construction supervision and review and approval of contractor's bills. RE will assist the Project Coordinator in the performance of his tasks. The main responsibilities of the position will include but not limited to the following:-</p> <ul style="list-style-type: none"> <li>• Inspect the site and collect the condition data for the design review and necessary changes if any.</li> <li>• Preparation of technical details such as specifications and estimates.</li> <li>• Provide details about existing pavement, damages and assessment.</li> <li>• Assist the NHA and recommend approval of contractor's work program, method statements, material sources, etc.</li> <li>• Assist the NHA in preparing and issuing reports as defined subsequently.</li> <li>• Review and recommend approval and/or issuing working drawings, approval of the setting out of the works, and instruction to the contractor.</li> <li>• Taking measurements and keep measurement records.</li> <li>• Maintaining records, correspondence, and diaries.</li> </ul>
<b>8.</b>	<b>ARE (Highways) Engineer</b>		
	Experience	10 Years	
	Qualification	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc. (Civil/Structure/ Bridge 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%.

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S.No	Title, Experience, Qualification & Responsibilities		
	Specific Experience	Relevant	Six (06) years' relevant experience of supervising construction of National Highways projects as Highway/Structure/Bridge Engineer on National Highways projects. The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 55 years on the date of submission of proposal.
		General	Four (04) years' general experience of construction supervising or execution of National Highways projects.
		Responsibility	He/she will assist the Resident Engineer(R.E) and will be responsible for quality of Road works. He will perform his/her duties as per contract. To ensure quality execution and timely completion of project. He/She has good knowledge of material and survey involved in highway construction.
9.	<b>ARE Structure / Bridge Engineer</b>		
	General Experience:		10 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc. (Structure/ Bridge 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:	Relevant:	Six (06) years' relevant experience of supervising construction of National Highways projects as Structure/ Bridge Engineer on National Highways projects. The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 55 years on the date of submission of proposal.
		General:	Four (04) years' general experience of construction supervising or execution of National Highways projects as Structure / Bridge Engineer on National Highways projects.

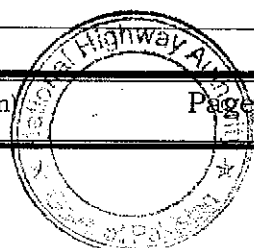
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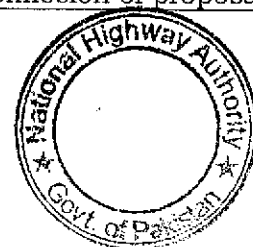
S.No	Title, Experience, Qualification & Responsibilities		
		Responsibility:	<p>The ARE Structure / Bridge Engineer will perform duties under the guidance of the Team Leader. He/she will assist the Team leader in construction supervision related activities for the bridges and structures so that the project is implemented in accordance with the required specifications and approved drawings.</p> <p>He/She has the good command over piling execution, pile load test, girder (casting , stressing and lunching), Slab casting etc.</p>
10.	<b>Material Engineer</b>		
	General Experience:		12 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology).
		Desirable:	M.Sc. (Civil Engineering/ Geo-Technical Engineering).
		Marking:	<p>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%</p>
	Specific Experience:	Relevant:	<p>eight (08) years' relevant experience as Material Engineer on construction supervision projects of National Highways involves asphalt concrete mix design in countries with hot climate and/or truck overloading problems including having experience to control testing at site, material testing and road pavement formation and other all related construction activities including concrete and highway embankment formation. He should have good command on internal and structure code closure e.g. AASHTO, ASTM and specification and standard of NHA alongwith field testing, concern Asphalts related all testing and mix design.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 55 years on the date of submission of general proposal.</p>

*M. B.*



S.No	Title, Experience, Qualification & Responsibilities		
		General:	Four (04) years' general experience as Material Engineer on construction supervision projects of National Highways or may be involves as a Material Engineer for execution of road projects.
		Responsibility:	<p>He/she will assist and will be responsible for quality of materials used in construction by performing field and laboratory tests and certifying their acceptance based on recommended specifications for the material, will also identify the sources of material and query sites.</p> <ul style="list-style-type: none"> <li>• Stipulate Material Testing Procedures and Specifications.</li> <li>• Identify sources of materials, quarry sites and borrow areas.</li> <li>• Confirm the suitability and availability of material in the borrow pits and quarries for earthwork and pavement.</li> <li>• Undertake field and laboratory testing of the materials to determine their suitability for various components of the work.</li> <li>• Prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries and the respective estimated quantities.</li> <li>• Be responsible for Material Testing and specification and certification of material quality.</li> </ul>
11.	<b>Sr. Quantity Surveyor</b>		
	General Experience:		10 Years
	Qualification:	Desirable:	B.Sc. (Civil Engineering).
		Marking:	B.Sc. with additional relevant trainings from recognized organizations - 100%; B.Sc. - 90%; DAE (Civil) - 70%.
	Specific Experience:	Relevant:	Eight (08) years' relevant experience as Quantity Surveyor on Civil Works projects on Highway construction projects. Age of expert should preferably be not more than 55 years on the date of submission of proposal.

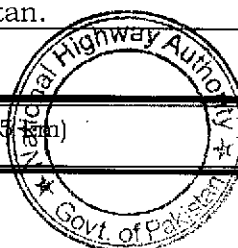
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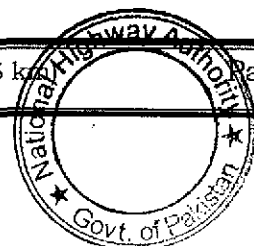
S.No	Title, Experience, Qualification & Responsibilities		
		General:	Two (2) Years' relevant experience as Quantity Surveyor on Civil Works projects on Highway construction projects. Age of expert should preferably be not more than 55 years on the date of submission of proposal. He should have the experience to handle claims variation order's and other quality related issues.
		Responsibility:	He/she will assist Resident Engineer in verification of payment certificates. He/she will be responsible for verification of executed quantities. He should having good command on his working. He/she has the experience to deal variation orders, claims of contractors and extension of time.

**Non-Key Personnel**

<b>12.</b>	<b>Material Inspectors</b>		
	General Experience:		5 Years
	Qualification:	Minimum/Desirable:	B.Sc. (Civil Engineering from recognized university of Pakistan.
		Relevant:	Three (03) years of relevant experience in construction of Highway projects as Material Inspector.
	Specific Experience:	General:	Two (02) years of General experience in construction of Highway projects as Lab Technician either working for contractor. Age limit is not more than 40 years.
		Responsibility:	His job description and duties will be defined by the Resident Engineer and approved by the Client. However he has experience of field testing of Highway embankment an pavement structure and Asphalt and concrete work.
<b>13.</b>	<b>Site Inspectors (Highways)</b>		
	General Experience:		03 Years
	Qualification:	Minimum/Desirable:	B.Sc. (Civil Engineering from recognized university of Pakistan.
		Relevant:	Three (03) years of relevant experience in construction of Highway projects as Material Inspector.
	Specific Experience:	Responsibility:	His job description and duties will be defined by the Resident Engineer and approved by the Client. However he has experience of field inspection of Highway embankment an pavement structure, Asphalt work and having good knowledge of design related survey practices.
<b>14.</b>		<b>Site Inspectors (Structures)</b>	
	General Experience:		03 Years
	Qualification:	Minimum/Desirable:	B.Sc. (Civil Engineering from recognized university of Pakistan.

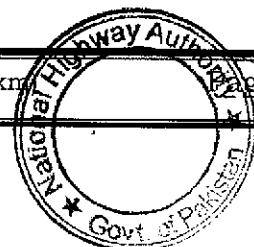


S.No	Title, Experience, Qualification & Responsibilities		
	Specific Experience:	Relevant:	Three (03) years of relevant experience in construction of Highway projects as Material Inspector.
		Responsibility:	His job description and duties will be defined by the Resident Engineer and approved by the Client. He/She has the good command over piling execution, pile load test, girder (casting, stressing and latching), Slab casting etc.
<b>15.</b>	<b>Surveyors</b>		
	General Experience:	12 Years	
	Qualification:	Minimum:	DAE - Civil from the Board of Technical Education's recognized institute.
		Desirable:	B.Sc. (Civil Engineering).
	Specific Experience:	Relevant:	Eight (08) years' experience of surveying/leveling and related activities on National Highway Projects. He is enable to
		General:	Four (04) years' experience of surveying/leveling and related activities on National Highway Projects. Age limit is not more than 45 years.
		Responsibility:	His job description and duties will be defined by the Resident Engineer and approved by the Client. He is enable to hand survey related activation independently e.g ready of cross-section, Maintain survey, level book, structure layout as per drawing, to check structure layout as per drawing.
<b>16.</b>	<b>Quantity Surveyor</b>		
	General Experience:	10 Years	
	Desirable:	B.Sc. (Civil Engineering).	
	Marking:	B.Sc. with additional relevant trainings from recognized organizations - 100%; B.Sc. - 90%; DAE (Civil) - 70%.	
	Relevant:	Eight (08) years' relevant experience as Quantity Surveyor on Civil Works projects on Highway construction projects. Age of expert should preferably be not more than 55 years on the date of submission of proposal. He should have the experience to handle claims variation order's and other quantity related issues.	
	General:	Two (2) Years' relevant experience as Quantity Surveyor on Civil Works projects on Highway construction projects.	
	Responsibility:	He/she will assist Resident Engineer in verification of payment certificates. He/she will be responsible for verification of executed quantities. He should having good command on his working. He/she has the experience to deal variation orders, claims of contractors and extension of time.	
<b>17.</b>	<b>CAD Operator</b>		
	General Experience:	05 Years	



S.No	Title, Experience, Qualification & Responsibilities		
	Qualification:	Minimum:	DAE - Civil from the Board of Technical Education's recognized institute. Certificate Auto-CAD Software Operator.
	Specific Experience:	Relevant:	Three (03) years' experience of drafting engineering drawings/ designs on Auto-CAD software.
		General:	Two (02) years' experience of drafting engineering drawings/ designs on Auto-CAD software. Command on latest version of software is shall be recommended.
		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.
<b>18.</b>	<b>Computer Operators</b>		
	General Experience:		5 Years
	Qualification:	Minimum/ Desirable:	B.A and have computer relevant certificates.
	Specific Experience:	Relevant:	Three (03) years' experience of office management, typing with 30 words per minute typing speed.
		General:	Two (02) 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.
<b>19.</b>	<b>Accountant</b>		
	General Experience:		05 Years
	Qualification:	Minimum:	B.Com from recognized institute.
		Desirable:	Master's Degree in Accounts
	Specific Experience:	Relevant & General:	Five (05) years of relevant experience in case of B.Com or three (03) years of relevant experience in case of Master's Degree in Accounts.

*hm*



S.No	Title, Experience, Qualification & Responsibilities		
		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 be responsible for monitoring of the project accounts.
20.	<b>Office Assistants</b>		
	General Experience:		5 Years
	Qualification:	Minimum/Desirable:	B.A./ B.Sc.
		Relevant	Three (03) years' experience of office management/ training of computer software (M.S. 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.

**Special Note:**

- (1) For Specific Experience the ratio of weight age 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.



*NA*

**APPENDIX B****(List of Supporting Documents)**

S. No	Description	Page No
1.	Valid Registration Certificate of Pakistan Engineering Council with relevant Project Profile Codes. Foreign consulting firms shall make JV in accordance with Byelaw 6(2) and Byelaw 9 of the Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Bye-Laws 1986.	
2.	Lists of facilities available with the Consultant to perform their functions effectively (software, hardware, etc.). In case of JV, the same will be provided by the lead firm only.	
3.	Client's satisfaction certificates (Performance Reports) for the last three relevant assignments from the respective Clients.	
4.	Affidavit 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	
5.	Firm affidavit for availability of personnel.	
6.	Letter of Intention on lead firm's letter head along with original letter of intention of all JV members.	
7.	Power of attorney or authorization letter of authorized person of the lead firm.	
8.	Declaration of inclusion of new/ less experienced firm(s) in joint venture by sharing at least 20% of Assignment with them for promoting the consultancy industry in the country.	
9.	Audit Reports of the firm (s) for last three years duly certified by Chartered Accountant (To be attached with Financial Proposal).	
10.	Any other document.	



## APPENDIX C

### 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 A-7 and A-8). These two schedules should correlate.]





**APPENDIX D****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 E

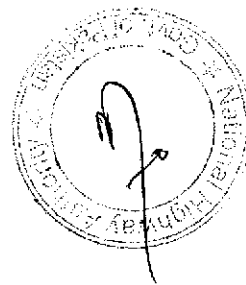
**PERSONNEL, EQUIPMENT,  
FACILITIES AND OTHER  
SERVICES TO BE  
PROVIDED BY THE CLIENT**

As per TOR



## APPENDIX-F

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



# Contract for Engineering Consultancy Services (Time Based)

Between

\_\_\_\_\_

(NAME OF CLIENT)

MAHMOOD & SONS  
CONSULTANTS PVT. LTD.

And

(NAME OF THE CONSULTANTS)

For



\_\_\_\_\_ (BRIEF SCOPE OF SERVICES)

OF \_\_\_\_\_ (NAME OF PROJECT)

\_\_\_\_\_

Month and Year

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- 3.7 Reporting Obligations
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- 10.1 Obligations
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[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,

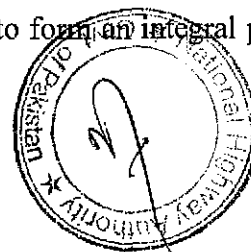
(hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

**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

\_\_\_\_\_

(CLIENT)

Witness

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

(CONSULTANTS)

Witness

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Seal)



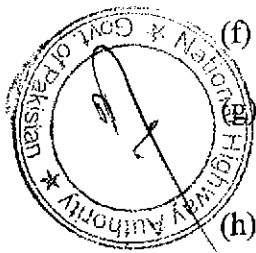
## II. GENERAL CONDITIONS OF CONTRACT

### 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;
- "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

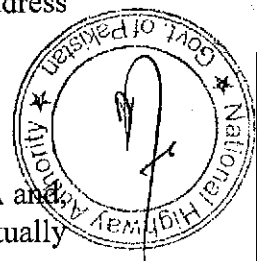
The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

## 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.

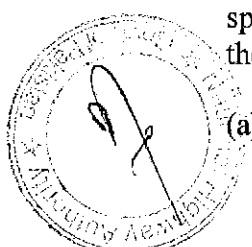
### 2.8 Suspension of Payments by the Client

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

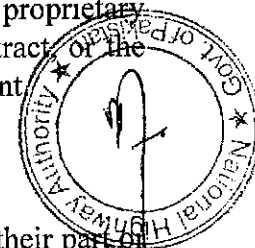
The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

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

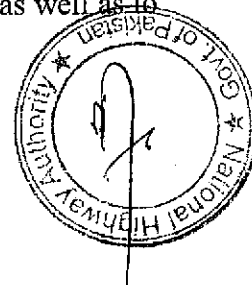
Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the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

### 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.



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 Contact;
- (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.
- (b) Notwithstanding Sub-Clause 6.1(a) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, and the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- (c) Notwithstanding Sub-Clause 6.1(b) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.



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

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for

necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.

- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC.

### 6.3 Currency of Payment

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

### 6.4 Mode of Billing and Payment

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

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:

- (i) Not later than thirty(30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.



- (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

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

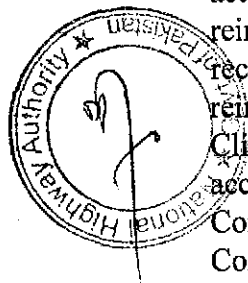
- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish



that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure.

In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.

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

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:

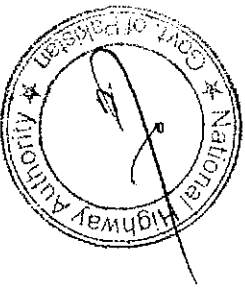
\_\_\_\_\_ (Name of Project Manager)  
\_\_\_\_\_ (Project)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_  
\_\_\_\_\_

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 before ..... 20 ...

"Completion of Services" means.....



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

**2.7.4 Payments**

Following text is added at the end of the para:

“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:



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.
- 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.

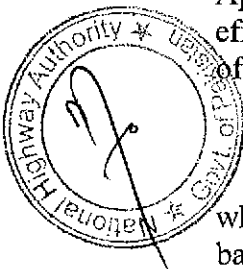
**6.2 Remuneration and Direct Costs (Non-Salary Costs)**

6.2(a) Payments for remuneration made in accordance with Sub-Clause 6.2(a) shall be adjusted as follows:

(i) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix-D shall be adjusted after every 12 months (and, the first time, with effect from the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

$$R_f = R_{fo} \times I_f / I_{fo}$$

where R<sub>f</sub> is the adjusted remuneration, R<sub>fo</sub> is the remuneration payable on the basis of the rates set forth in Appendix-D for remuneration payable in foreign currency, I<sub>f</sub> is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and I<sub>fo</sub> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.





- (ii) Remuneration paid in local currency pursuant to the billing rates agreed for each person shall be adjusted in July of every year (and, for the first time, with effect from the remuneration earned in July following submission of financial proposal) by considering the following subject to maximum of prevalent CPI as per given formula plus salary revision due to statutory notification, if applicable pursuant to Sub-Clause 5.3 upon substantiation:

- annual increment
- Increase due to promotion
- Salary revision, if applicable pursuant to Sub-Clause 5.3 or otherwise

OR,

to be computed with the following formula:

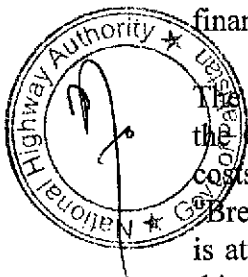
$$RI = RI_o \times II/II_o$$

Where RI is the adjusted billing rate, RI<sub>o</sub> is the billing rate payable on the basis of the agreed billing rate in local currency as on July (i.e. the year in which the Consultants submitted its financial proposal to the Client). II is the Combined Consumer Price Index (CPI) "General" for Government employees as published by the Federal Bureau of Statistics, Government of Pakistan for the month of July for which the adjustment is to have effect, and II<sub>o</sub> is the Consumer Price Index "General" for Government employees as published by the Federal Bureau of Statistics Government of Pakistan for the month of July (i.e. the Year in which the Consultants submitted its financial proposal to the Client).

*[Note: One of the two options given above under (ii) is to be deleted as a result of negotiations before signing the Contract Agreement]*

- 6.2(b) The rates for foreign Personnel set forth in Appendix D, and the rates for local Personnel set forth in Appendix E, after adjustments, if any, pursuant to Sub-Clause 6.2(a) hereof shall be used for billing purposes.

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



The remuneration rates have been agreed upon based on the representations made by the Consultants during finalization of this Contract with respect to the Consultants' costs and charges as referred above as such representations are evidenced by the form "Breakdown of Agreed Fixed Rates in Consultants' Contract" (A model of such form is attached at the end of these SC. The Consultants should be requested to execute this Form at the conclusion of the Contract negotiation when the Parties have agreed on the fixed rates and their breakdown).

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

calendar day basis for time spent by the Site Office staff (one day being equivalent to 1/30th of a month).

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

Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. 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 3.4.
- (vi) Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (vii) Identifiable reproduction cost applicable to the work such as blue printing, photostating, mimeographing, printing, binding etc.

### 6.3 Currency of Payment

6.3(b)

Remuneration for foreign personnel shall be paid in foreign currency and remuneration for local personnel shall be paid in local currency.

The direct cost expenditures in foreign currency shall be as stated in Appendix-D.

The direct cost expenditures in local currency shall be as stated in Appendix-E



**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 5.5 – 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 5.5.

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: .....



## 6.5 Delayed Payments

The compensation on delayed payments for local and foreign currency shall be as follows:

- (i) for foreign currency = Not Applicable
- (ii) for local currency = eightpercent (8%) per annum

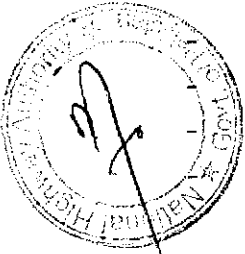
## 6.6 Additional Services

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**

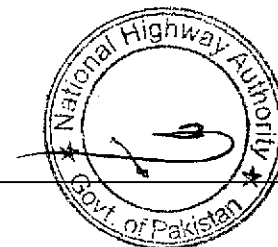
We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and field allowances (if applicable) indicated below):

		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) \_\_\_\_\_)

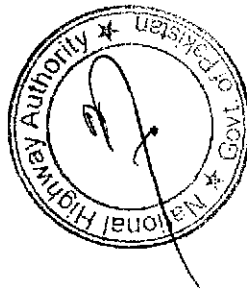

Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date \_\_\_\_\_



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**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.]

