



NATIONAL HIGHWAY AUTHORITY

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

No. 6(454)/DIR-III(P&CA)/NHA/17/164

12th December, 2017

Director General

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

Subject: **ANNOUCNEMENT OF EVALUATION REPORT (PPRA Rule-35):
Hiring of Senior Procurement & Contract Specialist
(Consultant Incharge – DRC NHA)**

Reference: PPRA Rule-35

Kindly find attached the duly filled and signed Evaluation Report along with Bid Evaluation Criteria (Annex-I) pertaining to the procurement of subject services in view of above referred PPRA Rule-35 for uploading on PPRA website at the earliest, please.

(Muhammad Azam)
Director (P&CA)

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

Copy for kind information to:

- Member (Engineering-Coord), NHA;
- Member (Planning), NHA;
- General Manager (P&CA), NHA;
- S.O. (Tech.) to Chairman, NHA.

EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)


1.	Name of Procuring Agency:	National Highway Authority
2.	Method of Procurement:	Single Stage One Envelop Procedure
3.	Title of Procurement:	Hiring of Senior Procurement & Contract Specialist (Consultant Incharge – DRC NHA)
4.	Tender Inquiry No.:	6(454)
5.	PPRA Ref. No. (TSE):	TS331759E
6.	Date & Time of Bid Closing:	21 st November, 2017 at 1130 hours local time
7.	Date & Time of Bid Opening:	21 st November, 2017 at 1200 hours local time
8.	No of Bids Received:	Two (02) 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			Fixed Cost (PKR)	Rule/Regulation/SBD*/ Policy/ Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004.
	Technical on the basis of CV (80)	Technical on the basis of Interview (20)	Total		
1) Lt. Col. (R) Muhammad Azim	63.83	16	79.83	27,800,000	Top scoring Consultant in CV Evaluation and Interview (PPRA Rule 36(a))
2) Engr. Liaqat Hayat	-	-	-	-	PPRA Rule 36 (b) (v)

Top Ranked Candidate: Lt. Col. (R) Muhammad Azim

11. **Any other additional / supporting information, the procuring agency may like to share:**

The assignment is being financed by NHA funds; the Procurement was carried out in line with PPRA Rules & Regulations. The bidding was done on QBS method with fixed budget. The score weightage was 80:20 Technical Proposal to Interview ratio.

Signature: 

Official Stamp: 

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

National Highway Authority



Annex-I

Criteria

FOR

Bid Evaluation

**HIRING OF SENIOR PROCUREMENT &
CONTRACT SPECIALIST (CONSULTANT
INCHARGE – DRC NHA)**

December, 2017

National Highway Authority



REQUEST FOR PROPOSAL

FOR

HIRING OF SENIOR PROCUREMENT & CONTRACT SPECIALIST

(Page 1 to 20)

OCTOBER, 2017

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

**Dated the _____
Ref No. _____**

LETTER OF INVITATION (LOI)

To,

All suitable / competent candidates

Gentlemen!

We extend warm welcome to you and invite you for participating in this competition / Assignment. 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 Request for Proposal (RFP), where applicable, shall be deemed part of the contract Agreement, as and when required to be made. You are also advised to kindly read the RFP thoroughly especially to understand the requirements of terms of reference and the remuneration package and other facilities to be offered by the Client. In the end, we appreciate your participation and hope that you will feed a precise and complete proposal to merit consideration by NHA.



General Manager (P&CA)
National Highway Authority
Ministry of Communications
Government of Pakistan
28-Mauve Area, G-9/1, Islamabad
E-mail: gmpca.nha@gmail.com
Website: www.nha.gov.pk
Telephone: +92-51-9032727
Fax: +92-51-9260419

INSTRUCTIONS TO APPLICANTS (ITA)

1. INTRODUCTION

- 1.1 You are hereby invited to submit a proposal for consulting services as required for the Assignment named in the attached Data Sheet. Your proposal could form the basis for negotiations and a contract Agreement between you 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. Details are provided elsewhere in the RFP and will become part of contract Agreement.
- 1.3 The Assignment shall be implemented in accordance with the requirement of the Client.
- 1.4 The Client has been entrusted the duty to implement the Assignment as Executing Agency by Government of Pakistan and funds for it shall be arranged by the Client.
- 1.5 To obtain first-hand information on the Assignment and to seek any clarification in this regard, you are encouraged to attend pre-proposal conference; date, time and venue for which is specified in the Data Sheet.
- 1.6 Personnel, Equipment, Facilities and other Services to be provided by the Client are indicated in the Data Sheet.
- 1.7 Please note that:
 - i. The costs of preparing and submitting the proposal including the visit to attend pre-proposal conference as well as to appear for interview and for negotiating the contract are not reimbursable; and
 - ii. The Client is not bound to accept any of the proposals submitted.
- 1.8 Minimum requirements for suitability of a Candidate are specified in the Data Sheet. Proposals of the Candidates which do not fulfill the minimum requirements **will be rejected and not evaluated.**
- 1.9 We wish to remind you that in order to avoid conflicts of interest:
 - a. Any firm with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services resulting from or associated with this Assignment; and
 - b. Any previous or ongoing participation in relation with this Assignment by your firm, its professional staff, its affiliates or associates under any contract may result in rejection of your proposal.

You should clarify your situation in this respect with the Client before preparing the proposal.

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2. RFP DOCUMENTS

- 2.1 To prepare a proposal, please use the Documents included in this RFP.
- 2.2 Candidates requiring a clarification of the Documents must attend pre-proposal conference as specified in the Data Sheet.
- 2.3 At any time before submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification required by a Candidate during the pre-proposal conference, modify the Documents by amendment. The amendment shall be uploaded on NHA website (www.nha.gov.pk); excepting any extension of time in submission of proposals which shall be published in all those media wherein the original advertisement was published.

3. PREPARATION OF PROPOSAL

3.1 Proposal

- 3.1.1 The proposal should be prepared using the format specified in the RFP Documents. The proposal shall further include, duly signed and stamped by NHA, Forms A-1, A-2 and A-3 as provided in the RFP. This is a mandatory requirement for evaluation of proposals and needs to be complied with.
- 3.1.2 The proposal prepared on the specified format shall be complete including your own documents as listed in the Data Sheet.
- 3.1.3 In preparing the proposal, you are expected to examine all terms and instructions included in the RFP Documents. **Failure to provide all requested information and your documents shall be at your own risk and may result adversely in scoring of your proposal.**
- 3.1.4 During preparation of the proposal, you must give particular attention to your suitability requirements listed in the Data Sheet (**revisit Clause 1.8 above**).

3.2 Financial Consideration

- 3.2.1 Forms A-4, A-5 and A-6 are attached for information regarding remunerations fixed for 'Consultant' named in the Data Sheet, its support staff and provision of direct non-salary cost items.
- 3.2.2 The Remuneration cost stated in Form A-4 accounts for the professional liability as provided under the requirement of insurances specified in the Data Sheet in accordance with Procurement of Consultancy Services Regulations, 2010 as notified by the Public Procurement Regulatory Authority (PPRA).

4. SUBMISSION OF PROPOSALS

- 4.1 You shall submit one original proposal and three copies in sealed envelope. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All proposals shall be placed in an envelope bearing the address and information specified in the Data



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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 proposal shall be prepared in indelible ink and shall be signed by the Candidate. All pages of the proposals shall be initialed by the Candidate.
- 4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Candidate. Any such corrections shall be initialed by the Candidate.
- 4.4 The proposal complete in all respects shall be delivered on or before the time, on the date, at the location specified in the Data Sheet.

5. PROPOSAL EVALUATION

- 5.1 Single-Stage-One-Envelope procedure shall be adopted in evaluating and ranking of the proposals. The evaluation of proposals shall be carried out first, followed by the interviews of the qualifying Candidates. The Candidates shall be ranked using combined scores achieved in proposal evaluation and interview.
- 5.2 The evaluation committee appointed by the Client shall carry out its evaluation for the Assignment, applying the evaluation criteria and point system (marks) specified in the Data Sheet. Each responsive / suitable proposal shall be given a score. The Candidates scoring less than seventy (70) percent marks shall be treated as disqualified.
- 5.3 The Client shall notify the Candidates scoring minimum seventy (70) percent marks in the proposal evaluation, in writing, by registered letter, cable telex or facsimile and invite them for interview.

The date, time, and address of the place of interview shall be communicated after evaluation and approval of proposals.

- 5.4 Combined scores of proposal evaluation and interview will provide a Ranking List, as specified in the Data Sheet, and the basis of negotiation.

6. NEGOTIATION

- 6.1 The Client shall notify the highest ranked Candidate in writing, by registered letter, cable telex or facsimile and invite him to negotiate the contract.
- 6.2 Negotiations shall commence with a discussion of your proposal and conclude on an agreement regarding conditions of contract. Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract Agreement by the conclusion of negotiations.
- 6.3 If negotiations fail, the Client shall invite the second ranked Candidate to negotiate the contract. The procedure will continue with the third in case the negotiation process is not successful with the second ranked Candidate.

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7 **AWARD OF CONTRACT**

- 7.1 The contract shall be awarded after successful negotiations with the selected Candidate and approval by the competent authority. Upon successful completion of negotiations / initialing of the draft contract Agreement, the Client shall promptly inform the other Candidates through notification of award on websites of the Client and PPRA in compliance of Rule 35 of the Public Procurement Rules, 2004.
- 7.2 The selected Candidate (**Consultant**) is expected to commence the Assignment on the date and at the location specified in the Data Sheet and / or as per conditions of the contract Agreement signed between the Client and the Consultant.

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DATA SHEET

ITA Clause No.	DESCRIPTION OF THE CLAUSE
1.1	<p>The name of the Assignment is: Hiring of Consultant ‘Senior Procurement & Contract Specialist’. The Client’s name is: National Highway Authority</p>
1.2	<p>Brief description and the objectives of the Assignment are: The Assignment, as named above, is primarily selection and hiring of ‘Senior Procurement & Contract Specialist’ as Consultant, in accordance with Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Bye-laws, 1986 as amended till 23-04-2013 and Procurement of Consultancy Services Regulations, 2010. Objective of the Assignment which shall be tasked to the Senior Procurement & Contract Specialist is to enhance capacity of the Client in accordance with the TOR provided in the RFP.</p>
1.5	<p>Date, Time and Venue for Pre-proposal Conference: Date: _____ Time: _____ Venue: NHA Auditorium (HQ) National Highway Authority 28, Mauve Area, G-9/1 Islamabad.</p>
1.6	<p>The Client shall provide the following inputs: As per TOR.</p>
1.8	<p>Minimum requirements for suitability of a Candidate are: Any person having Contract, Arbitrations & legal Expert with Masters in Transportation Engineering having Geometric Design of Highways/Freeways and Transport planning as Majors.</p>
1.9	<p>Deleted in entirety</p>
3.1.2	<p>Required documents include:</p> <ol style="list-style-type: none"> a. Forms A-1, A-2 and A-3 duly completed and signed. b. Copies of CNIC with two passport size photos. c. Copies of testimonials, Experience Certificates and Credentials/ Evidence/ Reference of Contact Person etc. for seeking respective scores during evaluation. d. Other necessary documents including those mentioned in sub-paragraphs (a) and (b) under Clause 1.8 above. e. Forms A-1, A-2 and A-3, duly signed and stamped by NHA, as provided in the RFP (ITA 3.1.1)
3.2.1	<p>‘Consultant’ shall be named as:</p>

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	‘Senior Procurement & Contract Specialist’	
3.2.2	Professional liability and insurances: Deleted in entirety	
4.1	The address for writing on the proposal: General Manager (P&CA) National Highway Authority 28, Mauve Area G-9/1 Islamabad Telephone: +92-51-9032727 Facsimile: +92-51-9260419	
4.4	The Date, Time and Location for submission of proposal: Date: NOVEMBER, 7th October, 2017 Time: 1130 hrs Location of Submission : NHA Main Auditorium National Highway Authority 27, Mauve Area G-9/1 Islamabad.	
5.2	Evaluation of proposals, and interview, shall be based on the following Criteria:	
	S. No.	Description of Criteria and Subdivision of Marks
	1	Institutional Experience: a. Contractual Issues 15 b. Highway Safety/ROW issues 5 c. Geometric Design 5 d. Legal Issue 5 e. Land Issue 5 f. Dispute Resolution DAB etc. 15
	2	Handling of International Arbitration/Disputes including ICSID, ICC CA and Foreign Courts etc.
	3	Local Arbitration: a. Conducted as Arbitrator 5 b. Handled as Party 5
	4	Interview: For evaluating Competence of the Candidate against desired level of Performance in NHA besides pre-assessment of his Integrity, also keeping in view past assignments completed anywhere particularly in NHA by a Panel of officers Including Member Finance, GM (P&CA) headed by the Chairman NHA
		Total:
		100
	* Candidates scoring less than 30 Marks in SN 1, less than 15 in SN 2 & less than 10 in SN 4 shall be treated as unfit and disqualified.	
7.2	Expected Date and location to commence the Assignment: Date: January, 2018 Location: DRC NHA	

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PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sir:

I, the undersigned, offer to provide the consulting services as ‘Senior Procurement & Contract Specialist’ in accordance with your Request for Proposals dated [Insert Date]. I am hereby submitting my Proposal sealed in envelope.

I hereby declare that:

- (a) All the information and statements made in this Proposal are true and I accept that any misinterpretation or misrepresentation contained in this Proposal may lead to my disqualification and I may be sanctioned by the Client.
- (b) My Proposal shall be valid for an indefinite period unless I regret, on reasonable grounds, at the time of receipt of call from the Client in this regard.
- (c) I have no conflict of interest in accordance with ITA Clause 1.9.
- (d) I meet the eligibility requirements as stated in Data Sheet Clause 1.8.
- (e) I have not prepared the TOR for this Consultancy Services.
- (f) My Proposal is binding upon me and subject to any modifications resulting from the Contract negotiations.

I undertake, if my Proposal is accepted and the contract Agreement is signed, to commence and complete the Consultancy Services in accordance with the Conditions of Contract.

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

I remain,

Yours sincerely,

Signature {In full and initials}: _____

Name of the Candidate: _____

Address: _____

Contact information (phone and e-mail): _____

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FORMAT OF CURRICULUM VITAE (CV) FOR THE CANDIDATE

Name of Candidate: _____

Date of Birth: _____

Nationality: _____

CNIC Number (**Attach a copy**): _____

Email Address: _____

Cell Number: _____

Name of current employer, if any: _____

Procedure for Availability as 'Senior Procurement & Contract Specialist', if selected:

Membership in Professional Societies: _____

10. Detailed Tasks to be Assigned (TOR): _____

11. Key Qualifications:

[Give an outline of your experience and training most pertinent to the Tasks. Describe degree of responsibility held by you on relevant previous assignments and give dates and locations. Use up to one page].

12. Academic Qualifications: (Education)

[Summarize college / university and other specialized education, giving names of institutions, dates attended and degrees / certificates obtained (**Attach documentary evidences**)].

13. General and Specific Experience: (Employment Record)

[Starting with present position, list in reverse order every employment held. List all positions held by you since graduation, giving dates, names of employing organizations, title of positions held and location of assignments (**Attach documentary evidences**). For experience in last twenty five (25) years, also give types of activities performed and **email of Contact Persons in the employing organizations**, where appropriate to indicate General Experience and Specific Experience in Finance, Audit and Accounts related assignments respectively; specify number of months in any assignment / task performed for precise evaluation, failing which the evaluators shall not be held responsible for any lower scoring)].

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14. Languages

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

15. Certification

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

- (i) This CV correctly describes my qualifications and experience etc.
- (ii) I am not a current employee of the Executing or the Implementing Agency.
- (iv) I was not part of the team who wrote the terms of reference for this Consultancy Services.
- (v) I am not currently debarred by any department / organization / (semi-autonomous / autonomous) bodies or such like institutions in Pakistan.
- (vi) I undertake, if my Proposal is accepted and the contract Agreement is signed, to commence and complete the Consultancy Services in accordance with the conditions of contract.

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

Signature of the Candidate

Date: _____
Day / Month / Year

Note: copy or scanned signatures are not allowed



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CURRENT COMMITMENTS OF THE CANDIDATE
(List MUST be comprehensive including assignments from clients other than NHA as well)

Name of assignment	Single or JV	Tasks assigned	Start date of the assignment	Expected date of completion



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ESTIMATED SALARY COSTS / REMUNERATION

Sr. No.	Position	Name	Staff-Months	Monthly Billing Rate (Pak Rs.)	Total Amount (Pak Rs.)
I. Professional Staff					
1.	Senior Procurement & Contract Specialist		24	2,50,000/-	6,000,000/-
		Sub-Total:	-	-	6,000,000/-

Note:

1. Above remuneration rate is inclusive of all applicable Federal, Provincial and Local taxes less sales tax

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ESTIMATED SALARY COSTS / REMUNERATION

Sr. No.	Position	Staff-Months	Monthly Billing Rate (Pak Rs.)	Total Amount (Pak Rs.)
II. Support Staff				
1.	Assistant Engineer	24	80000/-	1920000/-
2.	Legal Assistant for handling of land and legal cases	24	50000/-	1200000/-
3.	Arbitration and Documentation officer	24	50000/-	1200000/-
4.	Contract and Claims Engineer	24	55000/-	1320000/-
5.	Legal Assistant (Additional)	24	40000/-	960000/-
6.	Accountant ✓	24	45000/-	1080000/-
7.	Office Secretary ✓	24	25000/-	600000/-
8.	Naib Qasid ✓	24	18000/-	432000/-
9.	Driver ✓	24	24000/-	576000/-
	Sub-Total:			9288000/-

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DIRECT (NON-SALARY) COSTS

Sr. No.	Nomenclature	No. of Months	Rate	Amount
1.	House Rent	24	84000/-	2016000/-
2.	Telephone office	24	10000/-	240000/-
3.	Telephone Residence	24	5000/-	120000/-
4.	\Telephone Mobile	24	5000/-	120000/-
5.	Utilities allowance	24	10000/-	240000/-
Total				2736000/-

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Form A-6

SUMMARY OF COST OF THE CONSULTANT

Sr. No.	Description	Amount (Pak Rs.)
1.	Salary Cost / Remuneration	6,000,000/-
2.	Direct (Non-Salary) Cost	2,736,000/-
3.	Sub-Total:	17,064,000/-
	Provisional Sum:	2,000,000/-
	Grand Total:	27,800,000

Following facilities will be provided by the Client to the Consultant:

- a. Conveyance: 1800 CC Car (Car not more than 3 years old) with petrol limit of 340 liters per month.
- b. TA/DA on official tour within country/abroad as admissible to Civil Servants in BS-21.
- c. TA/DA to the Support staff would be payable as per normal NHA rules.
- d. Indoor medical treatment at NHA/Government recognized institutions for self, spouse and un-married children upto the age of 25 years.
- e. One month pay will be paid as gratuity to SP&CS and support staff for each completed year of service.
- f. Office Accommodation & Furnishing of Member Status.
- g. Office Telephone.
- h. Desktop Computers, One Laptop computer, laser printers of A4 size, along with consumable items.
- i. Photocopying and fax facilities.
- j. The existing technical record, publications computer programs and standard references held by NHA library shall be available for use by the Consultant.
- k. A dedicated suitable vehicle along with driver and POL during office hours for use of DRC.
- l. 24/7 Internet, Communications and Power supply facilities with Wifi connectivity in office.
- m. Support Staff of the Consultant shall be entitled to use NHA pick and drop facilities free of cost.



APPENDIX A
TERMS OF REFERENCE
(TOR)

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SCOPE OF SERVICES/TERMS OF REFERENCE

TOR

1	To head the Dispute Resolution Cell (DRC) NHA as Consultant in-charge. To Handle important/critical nature cases as and when referred by Member concerned/Secretary NHA.
2	To deal with Arbitrations of major/mega projects and BOT/PPP contracts as per decision of Chairman, Member concerned or Secretary NHA.
3	To deal with Land acquisition cases involving claims of Rs. 100 million or more as and when referred.
4	To evaluate and advise on Claims filed against NHA at The Engineer/Dispute Adjudication Board (DAB) decision stage.
5	To deal with International Litigations/Cases of encashment of Bank Guarantees, the International Centre for Settlement of Investment Disputes (ICSID), The <i>International Chamber of Commerce</i> (ICC) and similar foreign Arbitrations.
6	Advise on contractual issues, Extension of time (EOT), amendment to Contracts, Idling Claims and Contract Interpretations.
7	To contest the Contractor claims before The Engineer/Dispute Adjudication Board (DAB) in selected mega projects.
8	To handle Encashment of Bank Guarantees cases against Turkish Banks. Cases of USD 18.50 million are pending with various Turkish Courts.
9	Assist NHA regarding the cases referred by other department such as FIA, NAB, PPRA, PEC etc.
10	Assist Member Finance in handling Revenue & related disputes and execution of decree matters in various fora.
11	Assist Member Admin in handling critical court cases regarding land.
12	Any other job as and when assigned by competent Authority.



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APPENDIX B

CLIENT'S REQUIREMENTS FROM THE CANDIDATE

Some important requirements are:

1. Selecting the Consultant is one of the most important decisions the Client makes. The most important parameters for this are technical competence, managerial ability, and professional integrity. The Client will seek information on all these aspects by:
 - a. Obtaining comprehensive written information from the Candidate in the form of Proposal which should be complete in providing all details as correctly known as possible. It has been experienced that some Candidates try to hide their weak points and exaggerate their strong points viz-a-viz the requirements of TOR by making unclear and vague statement. It will be policy of evaluators that vague statement and lack of clarity in proposals on specific issues may be reason to downgrade the scoring.
 - b. Talking to the senior personnel of the Candidate employed elsewhere.
 - c. Consulting previous employers of the Candidate.
 - d. Viewing the assignments which have been accomplished by the Candidate and asking opinion of the users.
2. **For items (b) to (d), the visit / inspection can be held any time prior to or after award of contract to the Candidate. If during the visit / inspection the scenario found is not compatible with what is presented by the Candidate, the Candidate shall be liable for action under Rule 19 of the Public Procurement Rules, 2004.**

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APPENDIX-C

COVER PAGE OF SAMPLE AGREEMENT (To be finalized during Negotiations)

Based on PEC

STANDARD FORM OF CONTRACT

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**Appendix D
(INTEGRITY PACT)**

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: Hiring of **Consultant – Finance Manager (PMU)**.

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

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

[name of Individual Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Individual Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GOP under any law, contract or other instrument, be voidable at the option of GOP.

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

Name of Employer: National Highway
Authority

Name of Individual Consultant:

Signature:
[Seal]

Signature:
[Seal]



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