

# National Highway Authority



## REQUEST FOR PROPOSAL

*FOR*

**Consultancy Services  
for  
External Monitoring for Implementation of Land  
Acquisition and Resettlement Plans for Tranche-2  
of MFF: CAREC Corridor Development  
Investment Program**

*6(524-B)*

*(Page 1 to 70)*

**June, 2021**

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 facilities to be offered by the Client and to accordingly propose remuneration rates and direct non-salary costs. 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](mailto:gmpca.nha@gmail.com)  
Website: [www.nha.gov.pk](http://www.nha.gov.pk)  
Telephone: +92-51-9032727  
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# 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 requirements 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 presentation 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.



## 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](http://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

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

### 3.1 Technical Proposal

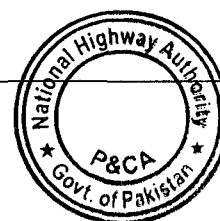
- 3.1.1 The Technical Proposal should be submitted using the format specified and shall include duly signed and stamped forms appended with the RFP. This is a mandatory requirement for evaluation of proposals and needs to be filled up carefully.

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 the candidate. 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 The Technical 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 Technical 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 technical proposal, you must give particular attention to your suitability requirements listed in the Data Sheet (**revisit Clause 1.8 above**).
- 3.1.5 The Technical Proposal shall not include any financial information. 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-4 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 Consultant, his staff and provision of direct non-salary cost items. These costs should be broken into foreign (if applicable) and local costs. The Financial Proposal should be prepared using the formats attached as Forms FIN-1 to FIN-4.

3.2.3 The Remuneration cost stated in Form FIN-2 accounts for the professional liability and 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).

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

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

4.1 You 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 Candidate. All pages of the Technical and Financial Proposals shall be initialed by the Candidate.

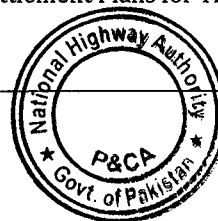
4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Candidate. Any such corrections shall be initialed by the Candidate.

4.4 The Technical and Financial Proposals complete in all respects shall be delivered on or before the time, on the date, at the location specified 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. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

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

5.1.1 A Quality Cost Based Selection (QCBS) procedure shall be adopted in ranking of the proposals. The evaluation of the technical proposals shall be carried out first, followed by the presentations of their technical proposals by the Candidates. The Candidates' technical score ( $S_t$ ) shall be the combined scores achieved in technical proposal evaluation and presentation. Candidates shall then be ranked using a combined technical/financial score.



5.1.2 The evaluation committee will correct any computational errors in Financial Proposals. When correcting computational errors, in case of discrepancy (i) between a partial (sub-total) amount and the total amount, or (ii) between the amount derived by multiplying unit price with quantity and the total price or (iii) between words and figures, the formers will prevail. However, items described in the Technical Proposals but not priced, in the Financial Proposals shall be assumed to be included in the prices of other activities or items and no corrections are made to the Financial Proposal. In case an activity or item is quantified in the Financial Proposal differently from the Technical Proposal, the evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal for further correction by applying the unit price included in the Financial Proposal to the consistent/ corrected quantity. However, the proposals that quote higher than the required input of person-months as per this RFP will not be adjusted. Whereas the proposals quoting lesser than the required input of person-months as per this RFP shall be adjusted as follows. If unit price for the subject person-month is available, the same shall be applied; and if the unit price for the subject person-months is not available, highest unit price for an activity or item of the same category (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 Assignment, applying the evaluation criteria and point system (marks) specified in the Data Sheet. Each responsive/ suitable technical proposal shall be given a score. The Candidate scoring less than seventy (70) percent marks shall be treated as disqualified.

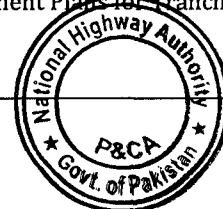
5.2.2 The Client shall notify the Candidates scoring minimum specified marks against Specific Experience in evaluation of the technical proposal, in writing, by registered letter, cable telex or facsimile and invite them for presentation.

The date, time, and address of the place for presentation shall be communicated after evaluation of technical proposals.

5.2.3 Each Candidate on the basis of a responsive/ suitable technical proposal and successful presentation shall be attributed a technical score ( $S_t$ ). The Candidates scoring less than seventy (70) percent technical score/ marks shall be disqualified and their financial proposals returned un-opened.

## 5.3 Financial Proposal

5.3.1 The Financial Proposals of the technically qualifying Candidates on the basis of evaluation of technical proposals and presentation shall be opened in the presence of Candidates, 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 Candidates.



- 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 Candidate with lowest Financial Proposal ( $F_m$ ) among all shall be given a financial score ( $S_f$ ) of 1000 points. The financial scores of the remaining Candidates shall be computed as follows:

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

(F = amount of specific Financial Proposal)

- 5.3.3 Candidates, in the quality cum cost based selection shall finally be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights (T = the weight given to the Technical Proposal, P = the weight given to the Financial Proposal; and T+P=1) indicated in the Data Sheet:

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

- 5.4 The combined technical and financial scores mentioned in Para 5.3.3 will provide a Ranking List, and become 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.

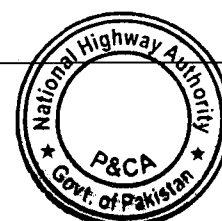
## 7. AWARD OF CONTRACT

- 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 (**Individual 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 Social Development Expert (EMA).



# DATA SHEET

ITA Clause No.	DESCRIPTION OF THE CLAUSE
1.1	<p>The name of the Assignment is:</p> <p><b>Consultancy Services for External Monitoring for Implementation of Land Acquisition and Resettlement Plans for Tranche-2 of MFF: CAREC Corridor Development Investment Program.</b></p> <p>The Client's name is: <b>National Highway Authority</b></p>
1.2	<p>Brief description and the objectives of the Assignment are:</p> <p>The Assignment, as named above, is primarily selection and hiring of External Monitoring Agency/Individual Consultant for the Consultancy Services, in accordance with Procurement of Consultancy Services Regulations, 2010.</p> <p>Objective of the Assignment which shall be tasked to the External Monitoring Agent 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:</p> <p><b>Date: 30<sup>th</sup> June, 2021</b>  <b>Time: 1130 hours</b>  <b>Venue: NHA Auditorium (HQ)</b>  National Highway Authority  28, Mauve Area, G-9/1  Islamabad.</p>
1.6	<p>The Client shall provide the following inputs:  <b>As per TOR.</b></p>
1.8	<p>Minimum requirements for suitability/eligibility are:</p> <p>01. A Social Development Scientist and Resettlement Expert having minimum B.Sc. (Social Sciences) or equivalent degree recognized by HEC and having at least seven (7) years relevant experience as social worker/ community mobilizer/ resettlement officer from any government/ registered non-government organizations or like entities, who:</p> <p>(a) Is registered with Income Tax department (FBR) having valid relevant certificate.</p> <p>(b) Provides affidavits in original bearing the subject with the name of Assignment; (i) on Judicial Stamp Paper duly attested by Oath Commissioner to the effect that the Candidate has never been blacklisted and none of the contracts in which the Candidate was party has been rescinded in the past for non-fulfillment of contractual obligations; and (ii) confirms therein his and support staff availability as per person-months allocated in TOR on Judicial Stamp Paper duly attested by Oath Commissioner.</p> <p>(c) Provides Client's Satisfaction Certificates (Performance Reports) from the respective previous clients of at least two past assignments. [Note: any Candidate who provided services in past to NHA in any capacity shall be disqualified from the Assignment, named under Clause 1.1 above, if any adverse report regarding his previous performance on NHA assignment(s) is received from any quarter of NHA].</p> <p>02. The proposals should be bound in the hard book binding form</p>





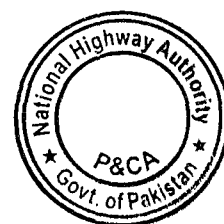
3.1.2	<p>Required documents include:</p> <ul style="list-style-type: none"> <li>a. Forms TECH-1, TECH-2 and TECH-3 as well as Forms FIN-1, FIN-2, FIN-3 and FIN-4, duly completed and signed.</li> <li>b. Copies of CNIC and valid registration of FBR.</li> <li>c. Copies of Degree(s) in Social Science/ relevant field and/or others, Experience Certificates and other Certificates / Credentials / Evidence / Reference / Contact Person etc. for seeking respective scores during evaluation.</li> <li>d. Other necessary documents including those mentioned in sub-paragraphs (b) and (c) under Clause 1.8 above.</li> <li>e. Forms TECH-1, TECH-2 and TECH-3 as well as Forms FIN-1, FIN-2, FIN-3 and FIN-4, duly signed by consultant, as provided in the RFP (ITA 3.1.1).</li> </ul>
3.2.1	<p>‘Consultant’ shall be named as:</p> <p><b>External Monitoring Agent (EMA)</b></p>
3.2.2	<p>Professional liability and insurances:</p> <ul style="list-style-type: none"> <li>i. The EMA shall be responsible for providing Professional Indemnity Bond of the required amount. This bond shall be in the joint name of EMA and the Client.</li> <li>ii. The EMA shall be encouraged to insure itself for Hospitalization / Medical as well as Travel and Accident Cover for the duration of the Contract at his own cost.</li> </ul> <p>[The details will be provided under Clause 3.5 of Special Conditions of Contract.]</p>
3.2.4	<p>Consultant shall quote the rates of remuneration and direct non-salary cost items (if any) in Pak. Rupees only.</p>
4.1	<p>The number of copies of the Proposal required is:</p> <p>Technical Proposal: <b>One Original and Three copies with CD (soft form of complete Technical Proposal in PDF Form) in sealed envelope.</b></p> <p>Financial Proposal: <b>One Original with CD (soft form of complete Financial Proposal in PDF as well as MS Word/ Excel Forms) in sealed envelope.</b></p> <p>The address for writing on the proposal:</p> <p><b>General Manager (P&amp;CA)</b>  National Highway Authority  28, Mauve Area G-9/1 Islamabad  Telephone: +92-51-9032727  Facsimile: +92-51-9260419</p>
4.4	<p>The Date, Time and Location for submission of proposal:</p> <p>Date: <b>13<sup>th</sup> July, 2021</b>  Time: <b>1130 hours</b>  Location of Submission: <b>NHA Main Auditorium</b>  National Highway Authority  27, Mauve Area G-9/1 Islamabad.</p>



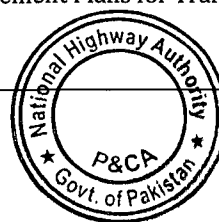
4.5	<p>Validity period of the proposal is:</p> <p style="text-align: center;"><b>270 days</b></p> <p>The bid shall remain valid upto:</p> <p style="text-align: center;"><b>09<sup>th</sup> April, 2022</b></p> <p>Location for Negotiation is:</p> <p style="text-align: center;"><b>NHA Main Auditorium</b> National Highway Authority 27, Mauve Area G-9/1 Islamabad.</p>		
5.2	<p><b>Evaluation of technical proposals, and presentation, shall be based on the following Criteria:</b></p>		
	S. No.	Description of Criteria and Subdivision of Marks for Social Development Expert/ EMA	Max Marks
	1.	<b>Academic Qualification:</b> Minimum Bachelor's (80% marks) preferably Master's degree (100% marks) in Social Sciences or similar.	<b>220</b>
	2.	<b>General Experience:</b> Minimum ten (10) years post-graduate experience as social worker/ community mobilizer/ resettlement officer from any government/ registered non-government organizations or like entities. (100 marks); Ten (10) marks per year for similar experience exceeding the said ten (10) years' experience. (up to maximum of 20 marks).	<b>120</b>
	3.	<p><b>Specific Experience:</b> Minimum seven (07) years post-graduate experience as an expert in preparation and implementation of LARP and monitoring and evaluation. Eighteen (18) marks per year for experience as an expert (after achieving graduation degree) (upto maximum 126 marks) preferably of development projects financed by ADB or other IFIs (74 marks). Experience in Social Development and Resettlement monitoring is preferred (60 marks).</p> <p><b>Note the above experience may be inclusive of the experience during the years also marked under General Experience.</b></p>	<b>260*</b>
	4.	<p><b>Availability of Human Resource:</b> The candidate must give proof of having minimum requisite staff mentioned below by submitting their CVs:</p> <p>(i). Male Enumerators/ Sociologist (02 No.),</p> <p>(ii). Female Enumerators/ Sociologist (02 No.),</p> <p>(iii). Computer Operator (01 No.)</p>	<b>100</b>
	5.	<b>Presentation:</b> For evaluating Competence of the candidate against desired level of Performance for the captioned assignment besides pre-assessment of his Integrity and Professionalism, also keeping in view past assignments completed anywhere particularly in Social Safeguard and Resettlement field particularly with international donor agencies, the candidate will be requested to give a comprehensive presentation. The Support Staff mentioned under para 4 above will accompany the Social Development Scientist during presentation for verification.	<b>300</b>
	<b>Total:</b>		<b>1000</b>



	<p><b>* Candidates scoring less than 156 Marks, against SN 3, shall be treated as unfit and disqualified.</b></p>
	<p><b>Note: Candidates having total scores of at least 700 out of 1000 Marks (i.e. 70%) in SN 1 to 5 above shall be declared qualified.</b></p>
5.3.1	<p>The date, time and address of the Financial Proposal opening are:</p> <p><b>The information will be communicated after Technical evaluation, approval of Evaluation and Presentation.</b></p>
5.3.3	<p>The weights given to the Technical and Financial Proposals are:</p> <p style="text-align: center;"> <b>Technical:            80%</b>  <b>Financial:            20%</b> </p>
7.2	<p>Expected Date and location to commence the Assignment:</p> <p><b>Date:                            01<sup>st</sup> August, 2021 (tentative)</b></p> <p><b>Location:</b> To be assigned, as per ToR, by EALS Section NHA  National Highway Authority  28, Mauve Area, G-9/1  Islamabad.</p>



# TECHNICAL PROPOSAL FORMS



## TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sir:

I, the undersigned, offer to provide the consulting services as **External Monitoring Agent** 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) I have no conflict of interest in accordance with ITA Clause 1.9.
- (c) I meet the eligibility requirements as stated in Data Sheet Clause 1.8.
- (d) I have not prepared the TOR for this Consultancy Services.
- (e) My Proposal shall be valid up to expiration of the validity period i.e. 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)*.
- (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): \_\_\_\_\_



## FORMAT OF CURRICULUM VITAE (CV) FOR THE CANDIDATE

1. Name of Candidate: \_\_\_\_\_
2. Date of Birth: \_\_\_\_\_
3. Nationality: \_\_\_\_\_
4. CNIC Number (**Attach a copy**): \_\_\_\_\_
5. Email Address: \_\_\_\_\_
6. Cell Number: \_\_\_\_\_
7. Name of current employer, if any: \_\_\_\_\_
8. Procedure for Availability as **External Monitoring Agent**, if selected: \_\_\_\_\_
9. 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 ten (10) 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 **social development and resettlement monitoring** 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)].



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:

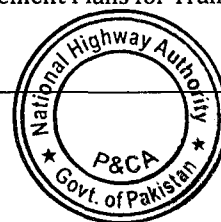
- (i) This CV correctly describes my qualifications and experience etc.
- (ii) I am not a current employee of the Executing or the Implementing Agency.
- (iii) I was not part of the team who wrote the terms of reference for this Consultancy Services.
- (iv) I am not currently debarred by any department / organization / (semi-autonomous / autonomous bodies)/ IFIs/ or such like institutions in Pakistan.
- (v) 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.
- (vi) 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 the Candidate

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

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



**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





# FINANCIAL PROPOSAL FORMS



## FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

I, the undersigned, offer to provide the consulting services as **External Monitoring Agent** in accordance with your Request for Proposal dated [Insert Date] and my Technical Proposal.

My attached Financial Proposal is for the amount of {Insert amount in figures and words}, **including all Federal, Provincial and Local taxes (excluding GST) applicable as per law of the land.** {Please note that all amounts shall be the same as in Financial Proposal Form FIN-4}.

My Financial Proposal shall be binding upon me 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*).

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

I understand you are not bound to accept any Proposal you receive.

I remain,

Yours sincerely,

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

Name of the Candidate: \_\_\_\_\_

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

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



## ESTIMATED SALARY COSTS / REMUNERATION

Sr. No.	Position	Name	Staff-Months	Billing Rate	Total Amount
<b>I. Professional Staff</b>					
1.	Social Development Expert/ EMA		01		
<b>Sub-Total:</b>					

## Note:

1. Above remuneration includes, in addition to basic salary, all type of allowances.
2. Above remuneration 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.
3. Above remuneration rate is inclusive of all applicable Federal, Provincial and Local taxes (excluding General Sales Tax).
4. All amounts quoted must be in Pak. Rupees only.



## ESTIMATED SALARY COSTS / REMUNERATION

Sr. No.	Position	Nos.	Staff-Months	Billing Rate	Total Amount
<b>II. Support Staff</b>					
1.	Male Enumerator/Sociologist	02	0.7		
2.	Female Enumerator/Sociologist	02	0.7		
4.	Computer Operator	01	0.5		
<b>Sub-Total:</b>					

## Note:

1. Above remuneration includes, in addition to basic salary, all types of allowances.
2. Above remuneration rates are inclusive of all applicable Federal, Provincial and Local taxes (excluding General Sales Tax).
3. All amounts quoted must be in Pak. Rupees only.



DIRECT (NON-SALARY) COSTS

Sr. No.	Nomenclature	Unit	Qty	Unit Price	Total Amount
1.					
2.					
3.					
	Total				

Note:

- a) Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements for the Assignment.
- b) All amounts quoted shall be in Pak. Rupees.



## SUMMARY OF COST OF THE EMA

Sr. No.	Description		Amount (Pak Rs.)
1.	Salary Cost / Remuneration	Professional Staff	
		Support Staff	
2.	Direct (Non-Salary) Cost		
3.	Sub Total (1+2)=A*		
4.	Sales Tax @ 16% on item S.No.3 above which shall be kept as Provisional Sum in the Contract Agreement		Not Applicable till final decision of the Court of Law **
	Grand Total:		

## Note:

1. This cost is supposed to be built up in bid price and if anything is left blank it shall be deemed to be included in the cost.
  2. 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 Consultants in the next evaluation process for selection of consultants with report of such defaults.
  3. 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.
  4. Any Omission or arithmetical error made by the consultants in entering the amount "A" against Sr. No. 3 in above table shall also be rectified during evaluation of the Financial Proposals.
- \* Financial Evaluation of the Proposals shall be based on the said amount "A" whereas basis of payment under the Contract to be signed shall be as per "Schedule of Payments and Outputs" which is provided under paragraph 13 of the TOR (Appendix A to the RFP).
- \*\* Relevant documents are attached at the end of RFP.



**APPENDIX A**

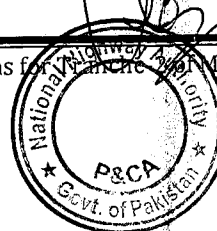
**TERMS OF REFERENCE**  
**(TOR)**



## SCOPE OF SERVICES / TERMS OF REFERENCE

### BACKGROUND:

1. National Highway Authority (NHA) is implementing Tranche-2 Project with the financial assistance of Asian Development Bank (ADB) under the MFF "CAREC Corridor Development Investment Program." The project is subject to the Safeguard Policy Statement (2009) of ADB and the Land Acquisition and Resettlement Framework (LARF) agreed between the Government of Pakistan and ADB for the MFF.
2. Under the CAREC Tranche-02 project, about 222 Km of additional two lane carriageway will be constructed along the existing carriageway through 4 civil works contract packages including i) Shikarpur to Kandhkot Section (62.4 Km) ii) Kandhkot to Kashmore Section with 13 Km Kashmore Bypass (58.8 Km) iii) Kashmore to Rojhan Section (50.3 Km) and iv) Rojan to Rajanpur Section 50.5 Km) The subprojects i & ii are in Sindh Province and subproject iii & iv are in Punjab province. As per design, the available ROW of N-55 is followed except for construction of 13 Km Kashmore Bypass through new alignment and in section where ROW limits is inadequate to fit additional carriageway particularly at curve improvement/designed U-turn sections. The clearance of assets encroached within ROW and acquisition of ROW for bypass section and at curve improvement/U-turn locations, will have land acquisition and resettlement impacts. As per section specific separate draft LARPs prepared based on detailed design, the subproject will affect the assets of 1958 Displaced Persons out of which 987 DPs will face significant impacts. Hence, Tranche-2 of the MFF is categorized as A for involuntary resettlement (IR).
3. As per the MFF LARF and draft LARP provisions of the T-02 project, contract award is conditional on ADB cleared updated/ final implementation ready LARP based on detailed design. Moreover, commencement of civil works/ issuance of notice-to-commence with Civil Works is conditional to the full implementation of these LARPs, including (a) compensation at full replacement cost paid to each displaced person (DP) for subproject components or sections that are ready to be constructed; (b) other entitlements listed in the LARPs have been provided as confirmed by an external monitoring agency/ expert; and (c) a comprehensive income and livelihood rehabilitation program, supported by and adequate budget, is in place. ADB clearance of the monitoring report and no-objection is a condition for issuing the notice-to-commence the Civil Works in these four subprojects.





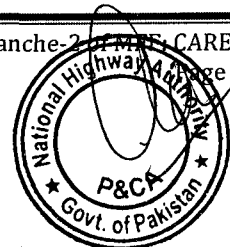
4. LARPs for Tranche-02 is subject to both internal and external resettlement monitoring. Internal monitoring is to be carried out by NHA with the assistance of Resettlement Specialists mobilized through Construction Supervision consultants for the MFF. For external resettlement monitoring, the services of an individual consultant will be required for a period up to three years from loan effect. This TOR is for the External Resettlement Monitor (ERM)/ External Monitoring Agency (EMA).

**PURPOSE OF THE ASSIGNMENT:**

5. The Project requires the services of an external resettlement monitor (an individual expert supported by a team of mobilizers/ enumerators) to conduct an external assessment of the extent to which resettlement and rehabilitation objectives are being met. Specifically, the objectives of the monitoring program are:
- i. To verify ongoing internal monitoring information;
  - ii. To confirm if DPs have received their compensation and rehabilitation assistance prior to handing over of Sites for commencement of Civil Works.
  - iii. To verify whether the overall project and resettlement objectives are being met in accordance with the Tranche-2 LARPs, and if not to suggest corrective measures;
  - iv. To assess the extent to which implementation of the Tranche-2 LARPs complies with ADB's Safeguards Policy Statement (SPS);
  - v. To identify problems or potential problems; and identify necessary measures to mitigate problems and advise the National Highway Authority (NHA) accordingly;
  - vi. To verify if the livelihoods and the standard of living of displaced persons (DPs), including those of the non-titled DPs, are restored or improved; and
  - vii. To conduct a post-evaluation of the implementation of the LARPs and learn strategic lessons for future policy formulation and planning.

**QUALIFICATION:**

6. The selected Consultant should have a proven track record of seven years or more in preparation & implementation of LARP, monitoring & evaluation, preferably of development projects financed by ADB or other IFI's. Experience in social development and resettlement monitoring is preferred. He/ she should demonstrate good English communication skills and have at least a Bachelor's degree in the relevant field. The Consultant must mobilize sufficient resources and skilled Personnel (refer section 11 below) to



undertake program monitoring including a gender balance in personnel and skills.

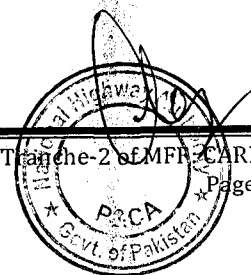
### **SCOPE OF WORK:**

7. External resettlement monitoring will be carried out for following subprojects financed as Tranche-02 Projects under the MFF CAREC Corridor Development Investment Program.

Tranche 02 Subprojects	Section Length
i) Shikarpur to Kandhkot	(Sindh portion total <b>62.4</b> Km)
ii) Kandhkot to Kashmore including Kashmore Bypass	(Sindh portion total <b>58.8</b> Km)
iii) Kashmore to Rojhan	(Punjab portion total <b>50.3</b> Km)
iv) Rojahn to Rajanpur	(Punjab portion total <b>50.5</b> Km)

### **MAJOR TASKS:**

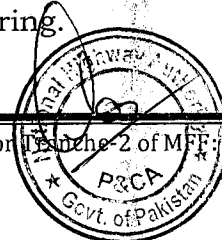
8. The major tasks expected from the External Monitor include the following:
- Review the DP database and assess if required information for monitoring and post-evaluation are properly covered and recommend improvements in case of gaps;
  - Conduct independent monitoring of the projects implementation, including Project Implementing Units (PIUs), local offices and consultations with village leaders, NGOs and affected people, especially women and vulnerable groups;
  - Prepare independent reports based on monitoring visits;
  - Suggest major recommendations for remedial actions;
  - Identify lessons learned;
  - Maintain record of independent monitoring surveys, consultations/discussions with DPs in the field and their views about LARP, its preparation and implementation, especially the compensation disbursement and resettlement aspects;
  - Suggest remedial actions with time-based actions;
  - Support capacity development efforts; and
  - Share the major lessons learnt from the process both in terms of success and failure.



## **DETAILED TASKS:**

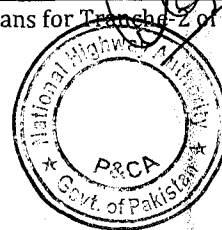
9. The External Resettlement Monitor (ERM)/EMA will address specific issues such as the following:

- a. Verify the DMS database generated by the PMU, identify differences in IOL and/or DMS recorded in the LARPs, and documents changes to the databases;
- b. Confirm that all DPs are eligible for compensation, resettlement and rehabilitation assistance, irrespective of tenure status, social or economic standing, and any such factors that may discriminate against achieving the project objectives; Payment of compensation, allowances and other assistance are as per the approved LARPs;
- c. Confirm timing of disbursement of payment; and assess that the level of compensation is sufficient to replace their losses;
- d. Review adequacy of public consultation and awareness of key information in the resettlement plan;
- e. Coordination of resettlement activities with construction schedule;
- f. Land acquisition and transfer procedures;
- g. Construction/ rebuilding of replacement houses and structures on residual land, alternative sites (outside the residual land), and self-selected land;
- h. Implementation of gender measures as indicated in the LARPs;
- i. Level of satisfaction of DPs with the provisions and implementation of the LARPs;
- j. Effectiveness of grievance redressal mechanism (accessibility, documentation, process and resolution);
- k. Effectiveness, sufficiency, impact and sustainability of entitlements and income restoration programs and the need for further improvement and corrective measures, if any;
- l. Capacity of DPs to restore/ re-establish livelihoods and living standards. Special attention will be given to severely affected DPs and vulnerable DPs;
- m. Involuntary resettlement impacts caused during construction activities;
- n. Participation of DPs in LARP implementation; and
- o. Adequacy of budget and human resources at NHA/ PMU for resettlement activities, including internal monitoring.



## METHODOLOGY:

10. The ERM/EMA shall adopt following methodology:
- a. Review of detailed measurement survey (DMS) process to be able to establish a baseline for monitoring and evaluating project benefits. The ERM/EMA to check on a random basis the DMS process with DPs, from identification to agreement on DMS results. The ERM/EMA will also evaluate the DMS process to determine and assess if DMS activities are being carried out/ was carried out in a participatory and transparent manner;
  - b. Resettlement audit conducted during monitoring. The ERM/EMA will carry out random checks of payments disbursed to DPs during monitoring. The ERM/EMA will submit a resettlement audit report upon completion of compensation payment to DPs prior to handing over of Site for Civil Works;
  - c. Review of socioeconomic data prepared during the Project Preparatory Technical Assistance (PPTA) and LARP updating. With this review, the DMS data to be used in comparison to the post-resettlement survey. A post resettlement survey will be carried out one year following completion of all resettlement activities in Tranche-I, including livelihood restoration activities. Sampling will include 100% of severely affected and vulnerable households, as well as at least 20% of all other DPs. Special attention will be paid to the inclusion of women, ethnic groups, the very poor, the landless and other vulnerable groups. The database will disaggregate information by gender, vulnerability and ethnicity;
  - d. Participatory Rapid Appraisal (PRA) which will involve obtaining information, identifying existing or potential problems, and finding specific time-bound solutions through participatory means including **a)** key informant interviews including representatives of civil society, community groups, and non-governmental organizations; **b)** focus group discussions (FGDs) on specific topics such as compensation payment, income restoration and relocation; **c)** community public meetings to discuss community losses, integration of resettled households in host communities or construction work employment; **d)** direct field observations, for example of resettlement site development; **e)** formal and informal interviews with displaced households, women, and other vulnerable groups to monitor and assess the progress the DPs are making to restore their living standards, DPs' perceived need for additional assistance (and type of



assistance), and their individual satisfaction with current economic activities; and , f) in-depth case studies of problems identified by internal or external monitoring that required special efforts to resolve. The PRA will also focus on good practices in land acquisition and involuntary resettlement objects, approaches, and implementation strategies; and

- e. Review the results of internal monitoring.

## **STAFFING REQUIREMENTS**

11. The following staff are expected to be employed for external monitoring. The consultant may propose additional staff if required:

Sl.	Designation	No.	Duration per Report
<b>Key Staff</b>			
a	Social Development Scientist	1	4 Weeks
	Non-Key Staff		
b	Male Enumerators/Sociologist	2	3 Weeks for each
c	Female Enumerator/Sociologist	2	3 Weeks
d	Computer Operator	1	2 Weeks

### **Social Development Expert:-**

**Qualification:-** Masters degree in Social Sciences or similar.

**General Experience:-** Minimum ten (10) years post-graduate experience as Social Worker/Community Mobilizer/ Resettlement Officer from any government/ registered non-government organizations or like entities.

**Specific Experience:-** Minimum seven (07) years experience as an expert (after achieving post-graduation degree) in preparation and implementation of LARP and monitoring and evaluation, preferably of development projects financed by ADB or other IFIs. Experience in Social Development and Resettlement monitoring is preferred.

### **Male Enumerator/Sociologists:-**

**Qualification:-** Master in Social Science or Graduation with Humanities subjects preferably in Sociology.



**Experience:-** Minimum two (02) years' experience of data collection, surveying and public consultations.

**Female Enumerator/Sociologist:-**

**Qualification:-** Master in Social Science or Graduation with Humanities subjects preferably Sociology.

**Experience:-** Minimum two (02) years' experience of data collection, surveying and public consultations.

**Computer Operator:-**

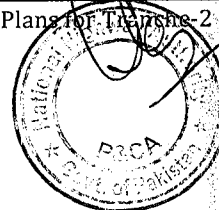
**Qualification:-** i) Graduation in IT and ii) Having knowledge of Microsoft Office with specialty in MS Excel OR Computer Sciences.

**Experience:-** Minimum Two (02) years' experience of collection, compilation and analysis of data.

**REPORTING REQUIREMENTS:**

12. The Reports and other Deliverables and their timelines that the Consultant is expected to submit are given below:

- Within 01 month of commencement, inception report for all subprojects, which includes a Monitoring and Evaluation Plan containing (i) scope and objectives of monitoring (ii) monitoring strategy, (iii) Project results, (iv) dated work program with methodology, key milestones and resources; and (v) outline of reporting format.
- Bi-Annual LARP Monitoring and Evaluation reports total six in number covering periodic progress on LARP implementation and handling of social issues and grievances likely to emerge during LARP implementation for the CAREC T-02 subprojects including i) Shikarpur to Kandhkot (62.4 KM), ii) Kandhkot to Kashmore with 13 Km Kashmore Bypass (58.8 KM), iii) Kashmore to Rojhan (50.3) Km and iv) Rojan to Rajanpur 50.5 Km).
- Prepare LARP completion and evaluation report within one year after resettlement has been declared successfully completed OR when the project completes as the ADB and NHA decide.
- Present a Workshop to NHA and ADB at the end of each year on major lessons learnt and recommendations for improvement and in total three Workshops will be conducted.
- In addition to periodic biannual monitoring and LARP completion report explained above, the ERM/EMA will be required to deliver need based social safeguards audit report and/or Special External Monitoring Reports for validating full implementation of LARP for



ADB's review and acceptance before allowing construction works in sections where NHA confirms complete implementation of LARP in its Internal Monitoring Report. Since this deliverable cannot be forecasted upfront, so it is not covered in the tabulated schedule of payments and outputs below. The TORs for each special audit/monitoring reports will be settled in consultation with ADB and based on required input costs will be worked out and paid by using contract contingency costs.

- All reports will be submitted simultaneously to NHA and ADB.

### **SCHEDULE OF PAYMENTS AND OUT PUTS:**

13. The schedule of payments vis-à-vis the deliverables is tabulated below:

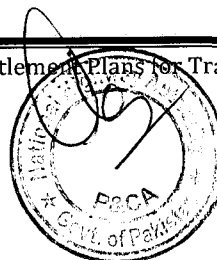
Sl. #	Description of Reports/ Deliverables	Month	% of A/P
1.	Mobilization	-	-
2.	Inception Report	1 <sup>st</sup> Month	5%
3.	1 <sup>st</sup> Monitoring Report	6 <sup>th</sup> Month	11%
4.	2 <sup>nd</sup> Monitoring Report	12 <sup>th</sup> Month	11%
5.	Workshop-1	12 <sup>th</sup> Month	6%
6.	3 <sup>rd</sup> Monitoring Report	18 <sup>th</sup> Month	11%
7.	4 <sup>th</sup> Monitoring Report	24 <sup>th</sup> Month	11%
8.	Workshop-2	24 <sup>th</sup> Month	6%
9.	5 <sup>th</sup> Monitoring Report	30 <sup>th</sup> Month	11%
10.	6 <sup>th</sup> Monitoring Report	36 <sup>th</sup> Month	11%
11.	Workshop-3	36 <sup>th</sup> Month	6%
12.	Successful completion and submission of Final Report to the Client		11%
	<b>Total:</b>		<b>100%</b>

### **Notes:**

1. Where "A" is the Contract Price excluding all Provisional Sum (PS) Amounts;
2. Against submission of each report/ deliverable 50% of the amount of IPC shall be paid upon submission of draft report to NHA, whereas, the remaining 50% will be paid after acceptance of the Report by NHA and ADB.

### **SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT:**

The Client shall provide venue for Workshops mentioned in table under para 13 above free of cost.



## 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.





## APPENDIX-C

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

**AS PER TOR**



## APPENDIX D

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



## Contract for Engineering Consultancy Services (Lump Sum)

Between

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

And

(NAME OF THE CONSULTANTS)

For

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

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

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



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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 Price in Foreign Currency

Appendix E-Breakdown of Contract Price in Local Currency



Appendix F-Services and Facilities to be Provided by the Client  
Appendix G-Integrity Pact  
Appendix H-Minutes of Pre-Proposal Meeting along with addendum

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

Sample



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



2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

\_\_\_\_\_

Witness

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

Witness

(CONSULTANTS)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

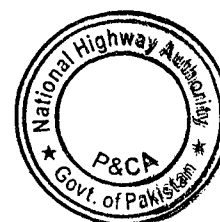
Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)





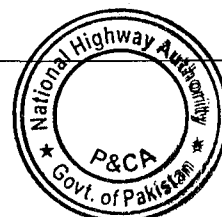
## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

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



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

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

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

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized 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 Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **1.5 Location**

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

## **1.6 Authorized Representatives**

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

## **1.7 Taxes and Duties**

Unless specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **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 the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

## **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.

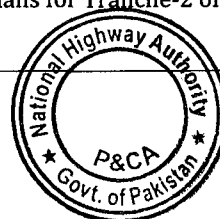
### **2.5 Modification**

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 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**

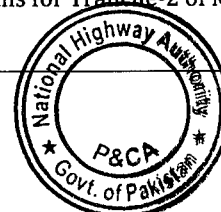
Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **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**

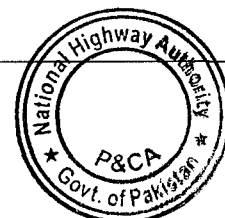
The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to 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 7 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 7 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 7 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.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

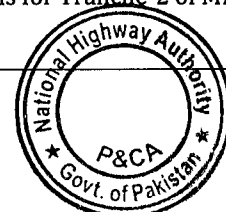
### **2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (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 7 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**

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.

**3.2 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 Professional Liability**

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 specified 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 Insurance to be taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 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.

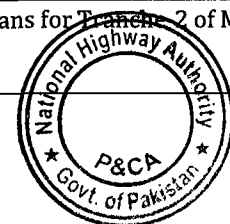
### 3.8 Documents Prepared by the Consultants to be the Property of the Client

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 exclusively for this purpose 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 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

### **4.2 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 have committed serious misconduct or have 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 therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

## **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 pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Sub consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

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

The Client shall:

- (a) co-ordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) co-ordinate 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**

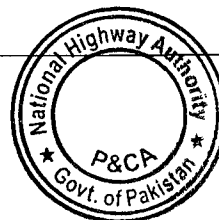
The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

#### **5.3 Changes 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 6.2 (a) or (b), as the case may be.

#### **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 Clause 6 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.

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

### **6.1 Lump Sum Remuneration**

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, is specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

### **6.2 Contract Price**

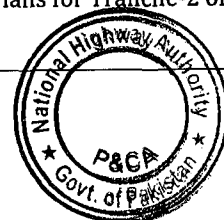
- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the breakup of remuneration to be paid, respectively, in foreign and in local currencies.

### **6.3 Terms and Conditions of Payment**

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

### **6.4 Period of Payment**

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.



## 6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing 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, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

## 6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) 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. SETTLEMENT OF DISPUTES

## 7.1 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.



## 7.2 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 of the Rules made there under and any statutory modifications thereto.

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

## 8. INTEGRITY PACT

8.1 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

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

#### 1.1 Definitions

(p) "Project means "Consultancy Services for External Monitoring for Implementation of Land Acquisition and Resettlement Plans for Tranche-2 of MFF: CAREC Corridor Development Investment Program"

#### 1.2 Law Governing the Contract

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

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-Mail : \_\_\_\_\_

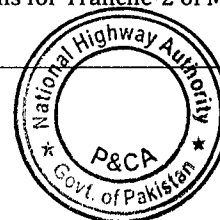
For the Consultants:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-Mails : \_\_\_\_\_

#### 1.7 Taxes and Duties

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 the 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

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

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

The time period shall be thirty (30) days, or such other period as the Parties may agree in writing.

### 2.3 Commencement of Services

The Consultant shall commence the services immediately after signing of the Contract Agreement or such other time as the Parties may agree in writing.

### 2.4 Expiration of Contract

The period of completion of services shall be four (04) weeks from the commencement of Services or such other period as the Parties may agree in writing.

### 2.7.4 Payments

Following text is added at the end of the Para:

“excluding overheads and profits.”

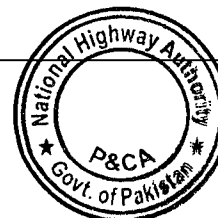
### 3.4 Professional Liability

Professional indemnity bond for twice the remuneration in the joint name of Client and Consultants shall be provided as per last paragraph of GC 3.4. The Consultants is to cover this cost in its overheads.

### 3.5 Insurance to be taken out by the Consultants

The risks and the coverage's shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Sub-consultants or their Personnel, with a minimum coverage of Rs.100,000/-.



- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

### 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.

#### 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.

- (e) 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.

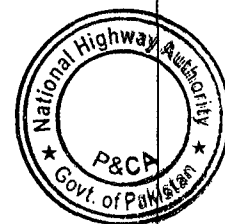
### 6.1 Lump Sum Remuneration

*[Note: In case there are other expenditures in respect of which reimbursement is allowed in addition to the lump sum remuneration, details of such reimbursable direct costs expenditure which may include Sub consultants' costs, printing, communications, travel, accommodation etc., may be indicated herein. Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.]*

The payment of Mobilization advance up to 10% of feasibility and design cost remuneration, if approved, shall be made against a valid Bank Guarantee from an approved schedule bank on an approved format.

### 6.2 Contract Price

- (a) The amount in foreign currency is.....  
 The amount in local currency is Pakistani Rupees.....
- (b) The break up of foreign and local currencies shall be as under:
- For Planning and Designing, total foreign currency comprising..... (Name the currency/currencies) is ..... and total Pak Rs. is





### 6.3 Terms and Conditions of Payment

A lump sum amount in local currencies against services referred under SC 6.2 shall be paid to the Consultants for the Services to be completed within the period specified in SC 2.4. Payments shall be made according to the following schedule:

**AS PER TOR**

### 6.4 Period of Payment

- (a) The time period for advance payment shall be ..... ( ) days after signing of Contract Agreement by both the Parties. (Fill in the time period e.g. thirty (30) days).

### 6.5 Delayed Payments

Financing charges are as under:

- (i) for foreign currency = ----- percent (\_\_\_%) per annum.  
 (ii) for local currency = ----- percent (\_\_\_%) per annum.

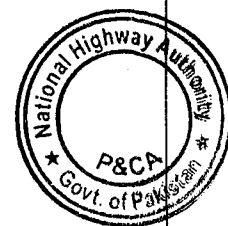
### 6.6 Additional Services

The Consultants shall be prepared at any time during the project to provide expert technical advice and skill to the Client who may ask and need such assistance on any phase or specific feature of the Project. The Consultants will be separately compensated for all such services not covered in the original Services.

## 9. 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 Contract Negotiation Meeting;
- ✓ The Special Conditions of Contract;
- ✓ The General Conditions of Contract;
- ✓ Minutes of Pre-Proposal Meeting and Addenda;
- ✓ Scope of Services/ Terms of Reference;
- ✓ Other documents including Integrity Pact and JV agreement (if any).



## 10. Royalties

The Consultants shall save harmless and indemnify 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.

**11. Penalty**

If the Consultants fails to comply with the time to completion as given in the Contract, the Client will impose a penalty at the rate of 0.05% of the fee for incomplete portion of work as per Appendix-E for each day of delay up to a maximum of 10% of the same amount.

Not Finalized During the Contract Negotiation



## IV APPENDICES



## Appendix A

### Description of the Services

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



## Appendix B

### Reporting Requirements

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

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



## Appendix C

### Key Personnel and Sub consultants

- [List under:
- C-1 Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each.
  - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.]



## Appendix D

### Breakdown of Contract Price in Foreign Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-foreign currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure.
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2)

**Note:**

*This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

NOT APPLICABLE



## Appendix E

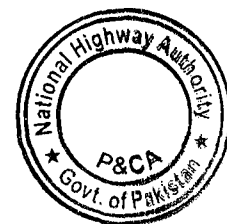
### Breakdown of Contract Price in Local Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure related to:
  - (a) Support staff, and work charged staff;
  - (b) Office expenditures related to:
    - (i) rentals;
    - (ii) furnishing and equipment;
    - (iii) operation and maintenance of office, office equipment and furniture, office supplies.
  - (c) Transport including running and maintenance, and other associated costs;
  - (d) Traveling etc.
  - (e) Other costs
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2).

*Note:*

1. *Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*
2. *This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*





**Appendix F**

**Services and Facilities to be provided by the Client**

**As Per TOR**



## Appendix G (INTEGRITY PACT)

### Declaration of Fees, Commission and Brokerage etc. Payable by the Suppliers of Goods, Services & Works in Contracts Worth Rs.10.00 Million or More

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

**Contract Title: Consultancy Services for External Monitoring for Implementation of Land Acquisition and Resettlement Plans for Tranche-2 of MFF: CAREC Corridor Development Investment Program**

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

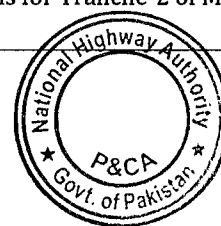
[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Buyer: National Highway Authority  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]



**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**between**

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

**and**

\_\_\_\_\_  
**(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

**for**

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

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

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

\_\_\_\_\_  
**(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

\_\_\_\_\_  
**(Name of Individual Consultants)**

\_\_\_\_\_  
**(Name of Individual Consultants)**



## FORM OF CONTRACT

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

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ day of \_\_\_\_ (month) of \_\_\_\_ (year), between, on the one hand, \_\_\_\_\_

(hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely:

(herein after collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assigns).

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

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



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

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

CLIENT'S NAME

Witness

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

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

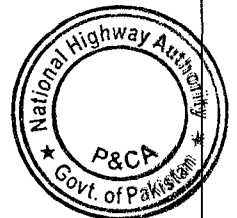
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

Name of Member No. 2

Witness

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)



\_\_\_\_\_  
Name of Member No. 3

Witness

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)



