REQUEST FOR PROPOSAL

For

Consultancy Services

for

Road Data Collection and HDM analysis for Annual Maintenance Plan

Pages (1 to 90)

February, 2018
# Table of Contents

<table>
<thead>
<tr>
<th>Description</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>LETTER OF INVITATION (LOI)</td>
<td>1</td>
</tr>
<tr>
<td>ATTACHMENTS</td>
<td>2</td>
</tr>
<tr>
<td>INSTRUCTIONS TO CONSULTANTS (ITC)</td>
<td>3</td>
</tr>
<tr>
<td>DATA SHEET (DS)</td>
<td>10</td>
</tr>
<tr>
<td>CHECKLIST FOR COMPLETENESS OF PROPOSAL (CL)</td>
<td>18</td>
</tr>
<tr>
<td>SUMMARY EVALUATION SHEET</td>
<td>20</td>
</tr>
<tr>
<td>PERSONNEL EVALUATION SHEET</td>
<td>21</td>
</tr>
<tr>
<td>TECHNICAL PROPOSAL FORMS</td>
<td>22</td>
</tr>
<tr>
<td>FINANCIAL PROPOSAL FORMS</td>
<td>35</td>
</tr>
<tr>
<td>APPENDIX A</td>
<td>45</td>
</tr>
<tr>
<td>TERMS OF REFERENCE</td>
<td>46</td>
</tr>
<tr>
<td>APPENDIX B</td>
<td>50</td>
</tr>
<tr>
<td>MAN-MONTH AND ACTIVITY SCHEDULE</td>
<td>50</td>
</tr>
<tr>
<td>APPENDIX C</td>
<td>51</td>
</tr>
<tr>
<td>CLIENT’S REQUIREMENTS FROM THE CONSULTANTS</td>
<td>51</td>
</tr>
<tr>
<td>APPENDIX D</td>
<td>53</td>
</tr>
<tr>
<td>PERSONNEL, EQUIPMENT, FACILITIES AND OTHERS SERVICES TO BE PROVIDED BY THE CLIENT</td>
<td>53</td>
</tr>
<tr>
<td>APPENDIX E</td>
<td>54</td>
</tr>
<tr>
<td>COPY OF MODEL AGREEMENT</td>
<td>54</td>
</tr>
</tbody>
</table>
LETTER OF INVITATION (LOI)

To,

All prospective consultants

Gentlemen!

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

General Manager (RAMD)
Telephone: +92-51-9032815
Fax: +92-51-9261208
E-mail: ramdnha@yahoo.com,
Website: www.nha.gov.pk
ATTACHMENTS

1. Instructions to Consultants (Annex A)
2. Data Sheet (Annex B)
3. Checklist for Completeness of Proposal
4. Summary Evaluation Sheet
5. Personnel Evaluation Sheet
6. Technical Proposal Forms
7. Financial Proposal Forms
8. Appendix A (Terms of Reference)
9. Appendix B (Person-Months and Activity Schedule)
10. Appendix C (Client’s Requirements from the Consultants)
11. Appendix D (Personnel, Equipment, Facilities and other services to be provided by the Client).
12. Appendix E (Copy of Model Agreement)
INSTRUCTIONS TO CONSULTANTS

1. INTRODUCTION

1.1 You are hereby invited to submit a technical and a financial proposal for consulting services required for the assignment named in the attached Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a Contract between your firm 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 in the attached RFP for design services provided in the Documents, and will become part of agreement subsequently.

1.3 The assignment shall be implemented in accordance with the phasing specified in the Data Sheet.

1.4 The Client has been entrusted the duty to implement the Project as Executing Agency by Government of Pakistan (GoP) and funds for the project shall be arranged by the Client.

1.5 To obtain first-hand information on the assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the named officials on the date and time specified in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.

1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.7 Please note that:

i. The cost of preparing the proposal and of negotiating the Contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment, and

ii. The Client is not bound to accept any of the proposals submitted.

1.8 The names of the invited consultants are given in the Data Sheet.

1.9 We wish to remind you that in order to avoid conflicts of interest:
a) Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the services and any continuation thereof) resulting from or associated with the project of which this assignment forms a part; and

b) Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a Contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

2. DOCUMENTS

2.1 To prepare a proposal, please use the Documents specified in the Data Sheet.

2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than twenty-one (21) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or tele-fax shall be sent to the Client’s address specified in the Data Sheet. The Client shall respond by cable, telex or tele-fax to such requests and copies of the response shall be sent to all invited Consultants.

2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, telex or tele-fax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadlines for the submission of proposals.

3. PREPARATION OF PROPOSAL

It will consist of two parts – Technical and Financial

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.

3.1.2 For Technical Proposal, the general approach and methodology which you propose for carrying out the services covered in the TOR, including such detailed information as you deem relevant, together with your appreciation of the Project from provided details and

(a) A detailed overall work program to be provided with timing of the assignment of each expert or other staff member assigned to the project. This will also provide the Client an opportunity to effectively monitor work progress.

(b) Total number of man-months and project duration as per TOR.

(c) Clear description of the responsibilities of each expert staff member within the overall work program.
(d) The Curriculum Vitae (CV) of all Key Staff members and an affidavit that proposed staff shall be available for the assignment during the project duration and their present place of duty may also be specified. The Consultants are advised to suggest such names that shall be available for the Assignment.

(e) The technical proposal shall include duly filled in forms provided with this RFP. The name, background, and professional experience of each expert staff member to be assigned to the project, with particular reference to his experience of work of a nature similar to that of the proposed assignment.

(f) Current commitments and past performance are the basic criteria of technical proposal. You are required to provide the details of present commitments/on-going jobs as referred in the Form A-10 of technical proposal. Further, the basis for the past performance is the report from Design Section and Construction Wing of the Client.

3.1.3 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result adversely in the scoring of your proposal. The proposal should be prepared as per RFP and any suggestion or review of staff etc. should be clearly spelt out in form A-4. This will be discussed at the time of negotiation meeting as and when called.

3.1.4 During preparation of the technical proposal, you must give particular attention to the following:

a. The Firm needs to be registered with Pakistan Engineering Council (PEC).

b. If you consider that your firm does not have all the expertise for the assignment you may obtain a full range of experience by associating with other firms or entities. You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani firm. In case of Joint Venture, the proposal should state clearly partners will be “Jointly and Severally” responsible for performance under the Contract and one (Representative) partner will be responsible for all dealings with the Client on behalf of the Joint Venture. Its “Power of Attorney” on this account is to be enclosed. The representative partner shall retain the responsibility for the performance of obligations and satisfactory completion of the consultancy services. PEC registers a foreign consulting firm for issuing license to provide consultancy services in Pakistan, which is based on formation of JV with the condition that the foreign consulting firm shall provide only that share of consultancy services by the JV for which expertise is not available with Pakistani consulting firms. A copy of JV agreement to be provided at the time of finalizing the contract documents with specific responsibilities and assignments to be looked after by each partner.

c. Subcontracting part of the assignment to the other Consultants is not discouraged and Specialist Sub-Consultants may be included.

d. The key professional staff proposed shall be permanent employees of the firm unless
otherwise specified in the Data Sheet. The minimum stay with the firm for such persons is Six months. No alternative to key professional staff may be proposed and only one CV may be submitted for each position. The minimum required experience of proposed Key Staff is specified in the Data Sheet.

e. The training shall be imparted during the currency of the contract if specified in the Data Sheet.

3.1.5 The technical proposal shall not include any financial information. The Consultant’s comments, if any, on the data, services and facilities to be provided by the Client and specified in the TOR shall be included in the technical 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 specified in the Form A-17 and accordingly also in Form A-11.

3.2.2 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. Your financial proposal should be prepared using the formats attached as forms A-11 to A-17.

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

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

3.2.5 The evaluation committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and 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. In case an activity or item is quantified in the Financial Proposal differently from the Technical Proposal, the evaluation committee shall correct the quantification specified in the Financial Proposal so as to make it consistent with that specified in the Technical Proposal.

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 specified 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 specified in the Data Sheet. The envelope shall be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant’s representative. The representative’s authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the

Technical and financial proposals shall be initialed by the person or persons signing the proposal.

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

4.4 The completed technical and financial proposals shall be delivered on or before the time, date, and 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. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. **PROPOSAL EVALUATION**

5.1 A Single-Stage-Two-Envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. The Consultants shall be ranked using a combined technical/financial score.

5.2 **Technical Proposal**

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

5.3 **Financial Proposal**

5.3.1 The financial proposals of the three top-ranking qualifying Consultants on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these Consultants, 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 specified in the
Data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.

5.3.2 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among all shall be given a financial score: \( S_f \) of 1000 points. The financial scores of the proposals shall be computed as follows:

\[
S_f = \frac{1000 \times Fm}{F}
\]

\( F = \) amount of specific financial proposal

5.3.3 Proposals, in the Quality Cum Cost Based Selection (QCBS) shall finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T - the weight given to the technical proposal, P = the weight given to the financial proposal, and T+P=1) stated in the Data Sheet:

\[
S = St \times T \% + S_f \times P\%
\]

6. NEOTIATION

6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant who submitted the highest-ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.

6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, and periods in the field and in the home office, staff months, logistics and reporting.

6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff month rates).

6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.

6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If
negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

7. AWARD OF CONTRACT

7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.

7.2 The selected Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. CONFIRMATION OF RECEIPT

8.1 Please inform the Client by telex/facsimile courier or any other means:

(i) That you received the letter of invitation;
(ii) Whether you will submit a proposal; and
(iii) If you plan to submit a proposal, when and how you will transmit it.
## DATA SHEET

<table>
<thead>
<tr>
<th>LOI Clause No.</th>
<th>DESCRIPTION OF CLAUSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The name of Assignment is:- Consultancy Services for “Road Data Collection and HDM analysis for Annual Maintenance Plan”&lt;br&gt;The Client’s Name is:- National Highway Authority</td>
</tr>
<tr>
<td>1.2</td>
<td>The description and the objectives of the assignment are: As per TOR</td>
</tr>
<tr>
<td>1.3</td>
<td>Phasing of the Assignment (if any): Nil&lt;br&gt;The Consultant shall commence the assignment upon signing of Contract Agreement between NHA and the successful Consultant.</td>
</tr>
<tr>
<td>1.5</td>
<td>Pre-Proposal Conference: Yes <strong><strong>√</strong></strong>__ No ______</td>
</tr>
<tr>
<td></td>
<td>The name(s) and address(es) of the Official(s) is (are):&lt;br&gt;<strong>General Manager (RAMD)</strong>&lt;br&gt;National Highway Authority&lt;br&gt;28, Mauve Area, G-9/1&lt;br-Islamabad&lt;br&gt;Date, Time and Venue for Pre-proposal Conference:&lt;br&gt;<strong>Date:</strong> 16th February, 2018&lt;br&gt;<strong>Time:</strong> 1100 hours&lt;br&gt;<strong>Venue:</strong> NHA Auditorium (HQ)&lt;br&gt;National Highway Authority&lt;br&gt;28, Mauve Area, G-9/1&lt;br-Islamabad.</td>
</tr>
<tr>
<td>1.6</td>
<td>The Client shall provide the following inputs:&lt;br&gt;<strong>As per TOR and Appendix D.</strong></td>
</tr>
</tbody>
</table>
| 1.7            | Following sub-clauses are added:<br>iii. The Consultant may please note not to suggest names of key staff already proposed in other proposals with the Client or awarded recently. This will affect adversely marking of these professionals in evaluation of the technical proposal. Their secured points are liable to be reduced by 50% if their name appears in more than 1 previous proposal in which they are ranked No.1. Also, the existing load of work with a firm shall be considered as one of the factors for the consideration in the award of the work. iv. Form A-4 is meant for comments on provision contained in RFP and Terms of
iv. Consultants may form a Joint Venture (JV) to qualify for the Assignment in which case the contract will be signed between the Client and all members of the JV on the prescribed Form included in Appendix E (copy of Model Agreement) subject to the ranking and successful negotiations. A JV may include at the most four members. To promote the consultancy industry in the country, 50 marks (out of 1000 for Evaluation) are allocated for Transfer of Knowledge in the form of JV with a new / less experienced firm by sharing at least 20% of Assignment with them.

1.8 The Invited Consultants / Eligible Consultants are:

Any firm meeting the following requirements:

(a) Valid Registration Certificate of Pakistan Engineering Council with relevant Project Profile Codes. Foreign consulting firms shall make JV in accordance with Bye-Law 6(2) and Bye-Law 9 of the Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Bye-Laws 1986. Failure to provide valid Registration Certificate (license) of the firm (each member in case of JV) by the PEC will entitle the Client to reject the proposal.

(b) Affidavit in original bearing the subject with project name on stamp paper duly attested by the Oath Commissioner to the effect that the firm has neither been blacklisted nor any contract rescinded in the past for non-fulfillment of contractual obligations (By all member firms in case of JV and/or sub-consultant).

(c) Facilities available with the Consultant to perform their functions effectively (proper office premises, software, hardware, record keeping etc.)

(d) Client’s satisfaction certificates (Performance Reports) for the last three relevant assignments from the respective Clients. Moreover, any adverse report regarding performance of Consultant on NHA projects received from NHA’s any relevant quarter may become basis for its disqualification from the services above named in clause 1.1.

(e) Signing and certification of the Checklist for Completeness of the Proposal as per attachment at the end of Data Sheet.

(f) Man-months of staff and Project Duration as per TOR.

2.1 The Documents are:

(a) Letter of Invitation (LOI).
(b) Instructions to Consultants (ITC).
(c) Data Sheet.
(d) Technical Proposal Forms.
(e) Financial Proposal Forms
2.2 The words “Twenty-one (21)” is deleted in its entirety and replaced with “Five (05)”

The address for seeking clarification is:

**General Manager (RAMD)**
National Highway Authority
28, Mauve Area, G-9/1,
Islamabad
E-mail: ramdnha@yahoo.com

3.1.1 Add following:

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 proposal must be signed and stamped in original by authorized representative of the firm/JV. All the pages must be numbered starting from first page to last. Any proposal found not adhering to these requirements will be rejected at the time opening.

3.1.4 d. Proposed key staff shall preferably be permanent employees who are employed with the consultants at least six months prior to submission of Proposal.

Yes [ ] No ________

The minimum required experience of proposed Key Personnel is given below:

<table>
<thead>
<tr>
<th>FOR KEY PERSONNEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEAM LEADER</td>
</tr>
<tr>
<td>General Experience:</td>
</tr>
<tr>
<td>Qualification:</td>
</tr>
<tr>
<td>Responsibility:</td>
</tr>
<tr>
<td>Role</td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>HDM EXPERT</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>HWD DATA ANALYST</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>ECONOMIST</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>SURVEYOR TEAM</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>FWD OPERATOR</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Responsibility: Preference will be given to Operator who possesses the certificate of operator's training in FWD/HWD machine from Manufacturer.

In case no such individual is available, then the consultant holding a certificate of operator's training in the machine with any of graduate engineer with the firm will be considered fulfilling this requirement.

He/she should be computer literate with working knowledge of MS Windows and MS Excel etc.

<table>
<thead>
<tr>
<th>PROFILOMETER OPERATOR</th>
<th>General Experience:</th>
<th>02 Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualification:</td>
<td>Minimum DAE in Civil / Electronics/ Mechanical/Computer.</td>
<td></td>
</tr>
<tr>
<td>Responsibility:</td>
<td>Preference will be given to Operator who possesses the certificate of operator's training in Profilometer/ profilograph machine from Manufacturer. In case no such individual is available, then the consultant holding a certificate of operator's training in the machine with any of graduate engineer with the firm will be considered fulfilling this requirement. He/she should be computer literate with working knowledge of MS Windows and MS Excel etc.</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The Consultants are advised to submit updated CV’s strictly in compliance with the format of CVs given in Technical Proposal Form A-5. CVs submitted without regard to the said format may score low.

e. Training is an important feature of this Assignment:

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

   If Yes, details of training are given in TOR

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

i. The Consultants shall be responsible for Professional Indemnity Bond of the required amount at their own cost. This bond shall be in the joint name of Consultant and the Client.

ii. The Consultants are required to insure their Employees and Professionals for Hospitalization/ Medical, Travel and Accident Cover for the duration of the Contract. The details provided in Para 3.5 of Special Conditions of Contract in Model Contract.
4.1 The number of copies of the Proposal required is:

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

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

The address for writing on the proposal is:

**General Manager (RAMD)**
National Highway Authority
28, Mauve Area G-9/1 Islamabad
Telephone: +92-51-9032815
Facsimile: +92-51-9261208

4.4 The date and time of proposal submission is:

- **Date:** 23rd February, 2018
- **Time:** 1130 hours
- **Location of Submission:** NHA Main Auditorium
  National Highway Authority
  27, Mauve Area G-9/1 Islamabad.

4.5 Validity period of the proposal is: **180 days**

The bid shall remain valid up to: **22nd August, 2018**

The location for negotiation of proposal is:

**General Manager (RAMD)**
National Highway Authority
28, Mauve Area G-9/1 Islamabad
Telephone: +92-51-9032815
Facsimile: +92-51-9261208

5.2 The evaluation of technical proposal shall be based on following criteria:

<table>
<thead>
<tr>
<th>Description / Items</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Experience of the Firm</strong></td>
<td>100</td>
</tr>
<tr>
<td>1-a) General Experience in road Transport Sector</td>
<td>(25)</td>
</tr>
<tr>
<td>1-b) Specific Experience related to particular</td>
<td>(75)</td>
</tr>
<tr>
<td>Assignment</td>
<td></td>
</tr>
<tr>
<td><strong>2. Approach &amp; Methodology</strong></td>
<td>250</td>
</tr>
<tr>
<td>2-a Appreciation of the Project</td>
<td>(70)</td>
</tr>
<tr>
<td><em>(i). Clarity of appreciation</em></td>
<td>(40)</td>
</tr>
<tr>
<td><em>(ii). Comprehensiveness of appreciation</em></td>
<td>(30)</td>
</tr>
<tr>
<td>2-b Problem Statement/ Understanding of Objectives</td>
<td>(50)</td>
</tr>
</tbody>
</table>
(i). Identification of Problems/ Objectives (30)
(ii). Conciseness, clarity and completeness of proposal (20)

2-c Methodology (80)
(i). Pavement condition survey methodology (30)
(ii). Roughness condition survey methodology (20)
(iii). VOC, Economic Analysis and Maintenance Plan preparation (30)

2-d Suggested changes for improvement in TOR (10)
2-e Work Program (20)
2-f Staffing Schedule (20)

3. Key Staff 450

4. Performance Certification from clients 100

5. Present Commitments (current engagement and available strength – justification) 50

6. Transfer of Knowledge * (Methodology/ Plans) 50
Total Points: 1000

**Minimum qualifying technical score:** 700

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

The points earmarked for evaluation sub-criteria (3) for suitability of Key Staff are:-

<table>
<thead>
<tr>
<th>Description / Items</th>
<th>Points (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Academic and General Qualifications</td>
<td>30</td>
</tr>
<tr>
<td>ii. Professional experience related to the Project</td>
<td>60</td>
</tr>
<tr>
<td>iii. Status with the firm (Permanent &amp; duration with Firm as per LOI Clause 3.1.4 (d))</td>
<td>10</td>
</tr>
</tbody>
</table>

Total Points: 100

---

5.3.1 Following is added:

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

The date, time, and address of the financial proposal opening are:

After evaluation and approval of technical proposals (TO BE INFORMED LATER).

5.3.3 The weights given to the Technical and Financial Proposals are:

<table>
<thead>
<tr>
<th>Type</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical</td>
<td>80%</td>
</tr>
<tr>
<td>Financial</td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>
| **6.3** | Add following at the end of this Para:  
The final person-months of each expert are subject to adjustment at the stage of contract negotiation in line with demonstrated approaches methodology and need basis. |
| **7.2** | The assignment is expected to commence in: **March, 2018** |
| **8** | The Clause is deleted in its entirety |
## Checklist for Completeness of Proposal

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Must attach Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>S. No.</td>
<td>Description</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>In case of Single Entity</strong></td>
</tr>
<tr>
<td>1.</td>
<td>1.</td>
<td>Power of Attorney to submit the Proposal (Original, scanned copy is not acceptable)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Original, scanned copy is not acceptable)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2.</td>
<td>Power of Attorney to sign the Proposal (Original, scanned copy is not acceptable)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Original, scanned copy is not acceptable)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>3.</td>
<td>Letter of Intent to form JV on firm’s letterhead/ JV agreement on stamp paper (Original, scanned copy is not acceptable)</td>
</tr>
<tr>
<td>4.</td>
<td>4.</td>
<td>TECHNICAL PROPOSAL FORMS TECH-1 to TECH-9 duly completed as per Instructions to Consultants/ Data Sheet and requirements of TOR (To be attached with Technical Proposal)</td>
</tr>
<tr>
<td>5.</td>
<td>5.</td>
<td>Valid Registration Certificate of Pakistan Engineering Council with relevant Project Profile Codes</td>
</tr>
<tr>
<td>6.</td>
<td>6.</td>
<td>Foreign consulting firms shall make JV in accordance with Bye-Law 6(2) and Bye-Law 9 of the Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Bye-Laws 1986</td>
</tr>
<tr>
<td>7.</td>
<td>7.</td>
<td>Affidavit on stamp paper duly attested by the Oath Commissioner to the effect that the firm has neither been blacklisted nor any contract rescinded in the past for non-fulfillment of contractual obligations</td>
</tr>
<tr>
<td>8.</td>
<td>8.</td>
<td>Lists of facilities available with the Consultant to perform their functions effectively (proper office premises, software, hardware, record keeping etc.)</td>
</tr>
<tr>
<td>9.</td>
<td>9.</td>
<td>Affidavit on stamp paper duly attested by the Oath Commissioner to the effect that the proposed Personnel shall be available as per their proposed inputs in the Personnel Schedule and TOR</td>
</tr>
<tr>
<td>10.</td>
<td>10.</td>
<td>Performance Certificate/ Assignment Completion Certificate (All completed projects mentioned under TECHNICAL PROPOSAL FORM A-2 CLIENT’S)</td>
</tr>
</tbody>
</table>
### Checklist

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Must attach Documents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>REFERENCE</strong></td>
<td>In case of Single Entity</td>
</tr>
<tr>
<td></td>
<td><strong>Note:</strong> Any project mentioned completed under Form TEC-2B will not be considered for evaluation unless Performance Certificate/Assignment Completion Certificate with satisfactory remarks by the client’s representative is not attached. The Client NHA reserves the right to verify the Performance/Assignment Completion Certificates.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Integrity Pact Document duly filled in the blank spaces with requisite information and signed/ stamped</td>
<td>Must provide</td>
</tr>
<tr>
<td>12.</td>
<td>FINANCIAL PROPOSAL FORMS FIN-1 to FIN-7 duly completed as per Instructions to Consultants/ Data Sheet and requirements of TOR (To be attached with <strong>Financial Proposal</strong>)</td>
<td>Must provide</td>
</tr>
<tr>
<td>13.</td>
<td>Audit Reports of the firm for past three years duly certified by Chartered Accountant (To be attached with Financial Proposal)</td>
<td>Must provide</td>
</tr>
<tr>
<td>14.</td>
<td>Sequential page numbering of Proposal. Signing and stamping of proposal (Technical and Financial) wherever indicated as well as initial/ signature and seal on all other pages of proposals. The Proposal is bound as hard book to deny addition/ removal of pages</td>
<td>Must fulfill the requirement</td>
</tr>
</tbody>
</table>

### Certification:

I, the undersigned, certify to the best of my knowledge and belief that all above mentioned documents (as applicable), Sr. No.1 to 11 have been attached to our proposal and signed and stamped as per requirement mentioned at Sr. No.12. In the event of any sort of falsification of this certification, the Client NHA may at its sole discretion disqualify our firm from bidding for the Assignment named under Data Sheet Sub-Clause 1.1.

__________________________
Signature of authorized representative of the firm(s) Date: ___________________
Day/Month/Year

Full name of authorized representative: __________________________________________

For and on behalf of: _____________________{Name of the bidder}________________________

________________________________________________
(Seal)

**Note:** copy or scanned signatures are not allowed
# SUMMARY EVALUATION SHEET FOR FULL TECHNICAL PROPOSALS (QCBS)

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>Max. Weight</th>
<th>Firm 1</th>
<th>Firm 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Firms Experience</strong></td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Experience in road Transport Sector</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specific Experience related to particular Assignment</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Approach and Methodology</strong></td>
<td>250</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-a. Appreciation of the Project</td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Clarity of appreciation</td>
<td>(40)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Comprehensiveness of appreciation</td>
<td>(30)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-b. Quality of Methodology</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Identification of Problems/ Objectives</td>
<td>(30)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Conciseness, clarity and completeness of proposal</td>
<td>(20)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-c. Methodology</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Pavement Condition Survey Methodology</td>
<td>(30)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Roughness Condition Survey Methodology</td>
<td>(20)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iii) VOC, Economic Analysis and Maintenance Plan preparation</td>
<td>(30)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-d. Suggested Changes for Improvement in TOR</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-e. Work Program</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-f. Staffing Schedule</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. Key Personnel</strong></td>
<td>450</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Team Leader</td>
<td>125</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HDM Expert</td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HWD Data Analyst</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Economist</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surveyor</td>
<td>2 x 35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FWD / HWD Operator</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profilometer Operator</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4. Performance Certification from clients</strong></td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5. Present Commitments (current engagement and available strength – justification)</strong></td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6. Transfer of Knowledge (Methodology/ Plans)</strong></td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL:</strong></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Score: Maximum Weight x rating / 100.
Minimum qualifying score is 70% or 700 marks.
## PERSONNEL EVALUATION SHEET

<table>
<thead>
<tr>
<th>POSITION / AREA OF EXPERTISE</th>
<th>Name</th>
<th>Academic and General Qualification*</th>
<th>Project related Experience</th>
<th>Status with the Firm**</th>
<th>OVERALL RATING (Sum of Weighted Ratings)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Show all experts to be evaluated)</td>
<td></td>
<td>Percentage Rating</td>
<td>Weighted Rating (A)</td>
<td>Percentage Rating</td>
<td>Weighted Rating (B)</td>
</tr>
<tr>
<td>a) Team Leader</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) HDM Expert</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) HWD Data Analyst</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Economist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Surveyor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) HWD / FWD Operator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>g) Profilometer Operator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rating:</th>
<th>Qualification*:</th>
<th>Status with firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>100% PhD</td>
<td>Full time 100%</td>
</tr>
<tr>
<td>Very good</td>
<td>90% MSc</td>
<td>Part time with previous associations 50%</td>
</tr>
<tr>
<td>Above Average</td>
<td>80% BSc</td>
<td>Part time only for this assignment 0%</td>
</tr>
<tr>
<td>Average</td>
<td>70% Diploma</td>
<td>Not meeting the minimum qualification 0%</td>
</tr>
<tr>
<td>Below Average</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td>Non-complying</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

* Applies as per requirement of key personnel mentioned in Annex-B, Data Sheet, 3.1.4
TECHNICAL PROPOSAL FORMS
TECHNICAL PROPOSAL SUBMISSION FORM

To: [Name and address of Client]

Dear Sirs:

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

{{If the Consultant is a joint venture, insert the following: We are submitting our Proposal in a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.}}

OR

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

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or may be sanctioned by the Client.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 4.5.

(c) We have no conflict of interest in accordance with LOI Clause 1.9.

(d) We meet the eligibility requirements as stated in Data Sheet Clause 1.8.

(e) Neither we, nor our JV Partner(s)/sub-consultant(s) or any of the proposed experts prepared the TOR for this consulting assignment.

(f) Within the time limit stated in the Data Sheet, Clause 4.5, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Letter of Invitation, Clause 6.5 may lead to the termination of Contract negotiations.
(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ________________________________

Name and Title of Signatory: ____________________________________________

Name of Consultant (company’s name or JV’s name): ______________________

In the capacity of: ______________________________________________________

Address: ______________________________________________________________

Contact information (phone and e-mail): ________________________________

{For a joint venture, either all members shall sign or only the representative member, in which case the power of attorney to sign on behalf of all members shall be attached}
**CLIENT’S REFERENCE**

Relevant Services (as per RFP notice) Carried Out in the Last Ten Years Which Best Illustrate Qualifications

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

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff Provided by Your Firm:</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No of Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>No of Staff Months:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year):</td>
</tr>
<tr>
<td>Name of Associated Firm (s), if any:</td>
<td>No. of Months of Professional Staff Provided by Associated Firm(s)</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by Your Staff</td>
<td></td>
</tr>
</tbody>
</table>

Consultants’ Name: _____________________________
APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT
On the Terms of Reference (TOR)

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

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

1. 
2. 
3. 
4. 
5. 
Etc.
**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

1. Proposed Position:  
2. Name of Firm:  
3. Name of Staff:  
4. Profession:  
5. Date of Birth:  
6. Years with Firm:  
7. Nationality:  
8. N.I.C Number:  
9. Cell Number:  
10. Membership in Professional Societies:  
    (Membership of PEC is Mandatory)  
11. Detailed Tasks Assigned on the Project:  

![Key Qualifications](
![](https://example.com/key-qualifications))

- **Key Qualifications:**

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

![Education](
![](https://example.com/education))

- **Education**

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

![Employment Record](
![](https://example.com/employment-record))

- **Employment Record**

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

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

Certification

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

(i) This CV correctly describes my qualifications and experience.
(ii) I am not a current employee of the Executing or the Implementing Agency.
(iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form A-9 provided team mobilization takes place within the validity of this proposal.
(iv) I was not part of the team who wrote the terms of reference for this consulting services assignment
(v) I am not currently debarred by any department/organization/ (semi-autonomous/ autonomous) bodies or such like institutions in Pakistan.
(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

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

(vii) I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.
(viii) Latest colored attested photograph stapled attached with the CV.

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

________________________________________
Signature of expert or authorized representative of the firm

Date: ____________________________
Day/Month/Year

Full name of authorized representative: __________________________________________

Note: copy or scanned signatures are not allowed
## COMPLETION AND SUBMISSION OF REPORTS AS PER TOR

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td></td>
</tr>
</tbody>
</table>
### COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO BE ASSIGNED TO EACH TEAM MEMBER

1. Technical / Managerial Staff

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION</th>
<th>Tasks Assignment</th>
<th>Present location</th>
<th>Name of assignment involved and clients name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### WORK PLAN / ACTIVITY SCHEDULE

<table>
<thead>
<tr>
<th>Items of Work/Activities</th>
<th>Monthly Program from date of assignment (in the form of a Bar Chart)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Months (in the form of a Bar Chart)</th>
<th>Number of Months</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Full Time: ________________
Part Time: ________________
Activities Duration ___________

Yours faithfully,

Signature ________________
(Authorized Representative)

Full Name ________________
Designation ________________
Address ________________
## CURRENT COMMITMENTS OF THE FIRM

(List MUST be comprehensive including projects from clients other than NHA as well)

<table>
<thead>
<tr>
<th>Name of project</th>
<th>Single or JV</th>
<th>Task Assignment</th>
<th>Start date of the project</th>
<th>Expected date of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
To: [Name and address of Client]

Dear Sirs:

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

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 4.5 of the Data Sheet.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____________________________
Name and Title of Signatory: ________________________________
In the capacity of: ________________________________
Address: ________________________________
E-mail: ________________________________

{For a joint venture, either all members shall sign or only the representative member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}
BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: ___________________________ Consultant: ___________________________

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Basic Salary Per Cal. Month</th>
<th>Social Charges (%age of 1)</th>
<th>Overhead (%age of 1+2)</th>
<th>Sub-Total (1+2+3)</th>
<th>Fee (%age of 4)</th>
<th>Rate per Month for project Office</th>
<th>Field Allow. (%age of 1)</th>
<th>Rate per Month for Field Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
<td>(6)</td>
<td>(7)</td>
<td>(8)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

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

Item No. 2 Social charges shall include Client’s contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form A-13).

Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form A-14).

Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or specified in overhead costs of the Company.

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

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

Note 2 The consultant is to provide appointment letter and affidavit/undertaking duly signed by each of the individual staff members showing salary rates as above. Further during execution each invoice will also be provided showing that the professionals have been paid their salaries as per basic rates specified therein. Failing to which, the Client will take punitive action against the consultant and shall deduct the deficient amount from his monthly invoice. Moreover, it will be considered as a negative mark on his performance that will be considered for future projects.

Full Name: ___________________________
Signature: ___________________________
Title: ____________________________
# Breakdown Of Social Charges

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Detailed Description</th>
<th>As a % age of Basic Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# Breakdown of Overhead Costs

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Detailed Description</th>
<th>As a %age of Basic Salary and Social Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Consultancy Services for Road Data Collection and HDM Analysis for Annual Maintenance Plan
**Estimated Local Currency Salary Costs/Remuneration**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Position</th>
<th>Name</th>
<th>Staff-Months</th>
<th>Monthly Billing Rate</th>
<th>Total Estimated Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>Professional / Key Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sub-Total:</td>
</tr>
</tbody>
</table>
Note: The bidders are required to quote the rates of Non Key/ Support Staff given in the TOR in above table. The bidder(s) may propose Non Key/ Support Staff Person-Months in addition to those given in TOR; however, in such a case tenable reasons must be given in the Technical Proposal Submission Form A-4 “Comments on TOR”. The Client’s negotiation committee will deliberate on the requirement of additional staff during negotiation meeting. It is also to be noted that the Client is not bound to agree to the reasons given in Form A-4.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Position</th>
<th>Staff-Months</th>
<th>Monthly Billing Rate</th>
<th>Total Estimated Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>II.</td>
<td>Non-Key / Support Staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total:  

Financial Proposal Forms
Form A-15
Page 2 of 2

Consultancy Services for Road Data Collection and HDM Analysis for Annual Maintenance Plan  Page 41 of 90
**DIRECT (NON-SALARY) COSTS**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Nomenclature</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Communication / Logistic Expenses, including hiring of vehicle(s) for surveys, maintenance, POL, insurance and all allied costs. Also include rental charges of office, furniture and utility bills</td>
<td>LS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Engineering Software, road condition survey equipment (except roughness survey equipment), GPS, Computers, Printers, Digital Cameras, PDA and other similar costs as applicable.</td>
<td>LS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 3       | Insurance  
  a. Professional Liability Cover in the joint name of client and consultant and third party  
  b. Medical/Hospitalization, accident and travel insurance policy costs for Consultant’s staff | LS    |          |            |              |
| 4       | Office/Drafting Supplies, DVD Disks, Photostat, printing of reports, biding charges, emailing, postal and courier expenses, etc | Per Month | | | |
| 5       | Taxes payable                                                                                 |       |          |            |              |
| 6       | Overhead                                                                                       |       |          |            |              |
| 7       | Profit                                                                                         |       |          |            |              |
| **TOTAL** |                                                                                             |       |          |            |              |

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

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Salary Cost/Remuneration</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Direct (Non-Salary) Cost</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Provisional Sum</td>
<td>7,000,000/-</td>
</tr>
</tbody>
</table>

Grand Total (in words) ________________________

**Total KM for survey work** +12,000km

**Rate / KM for 1\textsuperscript{st}, 2\textsuperscript{nd} & 3\textsuperscript{rd} year** (inclusive of all works to be undertaken as mentioned in TOR and all costs but excluding Provisional sum)

Rate / KM (A)  

Rate / KM in words

\[ \text{Rate / KM for 4\textsuperscript{th} Year} = \text{1.05 x (A)} \]

Rate / KM for 4\textsuperscript{th} Year (B)  

\[ \text{Rate / KM for 5\textsuperscript{th} Year} = \text{1.05 x (B)} \]

Rate / KM for 5\textsuperscript{th} Year (C)

Escalation of 5% for 4\textsuperscript{th} & 5\textsuperscript{th} year

Provisional Sum for purchase of 2 x survey vehicles = Rs. 7.0 million

**Note:**

1. If any item is missing or its rate has been left blank, it shall be understood to have been included in cost of the other items.

2. The unit cost (rate / km) will be used to calculate consultants’ remuneration against each invoice for work done, if the no. of km are increasing or decreasing as per survey actually conducted on site.

*Two (02) vehicles will be procured and used for providing assistance to Profilometer and HWD survey vehicles. The type and specification of support survey vehicles shall be shared with successful firm subsequent to signing of Contract Agreement with the approval of Member (Planning) NHA.*
3- The Consultant will be paid with 10% service charges on Lumpsum and Provisional Sum heads in lieu of taxes and establishment expenditures.

5- Financial Cost will be evaluated on the basis of rate / km quoted by the Consultant for 1st, 2nd & 3rd year and the same will be mentioned subsequently in the Acceptance Letter.

<table>
<thead>
<tr>
<th>Full Name:</th>
<th>___________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>___________________________</td>
</tr>
<tr>
<td>Title:</td>
<td>___________________________</td>
</tr>
<tr>
<td>Company Seal:</td>
<td>___________________________</td>
</tr>
</tbody>
</table>
APPENDIX-A

TERMS OF REFERENCE

(TOR)
SCOPE OF WORK/TERMS OF REFERENCE

CONSULTANCY SERVICES FOR
ROAD DATA COLLECTION SURVEYS AND HDM ANALYSIS
FOR ANNUAL MAINTENANCE PLAN FY 2018-19 TO 2020-21

BACKGROUND

1. National Highway Authority, being a statutory body, has been assigned the mandate for planning, construction, maintenance and operations of National Highway and Motorway Network. To fulfill these duties assigned under the NHA Act, Road Maintenance Account (RMA) has been created to provide road users with a well-maintained, safe and efficiently operated road network. RMA is financed by road user revenues and other earmarked sources to ensure a stable and secure source of maintenance and operations funding. NHA has established Road Asset Management Division (RAMD) to cope with the requirements of fee-for-service / value-for-money concept embodied as the guiding principle of RMA.

OBJECTIVES

2. NHA intends to engage a consulting firm of repute and relevant expertise for collecting road condition/roughness data and undertaking requisite surveys to prepare the Annual Maintenance Plan for three years i.e. FY 2018-19, 2019-20 & 2020-21. Tentative length of national highways, motorways and strategic highways to be surveyed shall be ± 12,000 km (as per actual surveyed).

SCOPE OF WORK

3. Specifically, the consulting firm will perform the following data collection and surveys on the road network of NHA, as indicated below:
   3.1. **Pavement Condition Survey**

   Perform a pavement condition survey based on criteria provided by RAMS, NHA for the entire NHA road network and identify various distress types including wheel track rutting, cracking, potholes, raveling, edge step, edge erosion, drainage condition etc. along with their extent and severity. The condition data must be duly supplemented with digital photographs taken at each kilometer at minimum (with location and date marked on each photograph).

   This needs to be compatible with both the NHA excel sheet distress model and specifically HDM-4 Ver. 2 data requirements. Digital photographs for each kilometer and major bridges en-route surveyed shall be taken and submitted with the data. Two pavement condition survey teams are required.

   3.2. **Roughness Survey**

   Conduct pavement roughness survey using both Road Profilometer and Bump Integrator (BI) Unit and develop a roughness profile along the NHA network to identify the locations of severe roughness, medium roughness and / or very little roughness. IRI data collected by both the machines will be submitted to NHA and RAMS-NHA shall direct which data will be used for analysis using HDM-IV ver. 2.0 or latest.
Assess riding quality of the existing road in terms of International Roughness Index (IRI) for estimating road user benefits, that is, the difference between vehicle operating costs before and after the rehabilitation, and proposing overlay thickness.

3.3. **FWD Survey**

Carry out the Falling Weight Deflectometer (FWD) data collection using NHA's FWD machine and determining the structural strength and remaining service life of pavement.

The deflection data will be used by the Consultants in performing back-calculations and structural analysis to determine the bearing capacity, estimate expected life, existing and required structural number, calculate overlay requirements over a desired design life, etc.

The Consultant will carry out back calculation analysis using AASHTO design guide for pavement and rehabilitation design and the same calculations will be submitted to NHA.

3.4. **Calibrations of Equipment**

Miscellaneous equipment, such as digitrips, Bump Integrator Unit, Profilometer and FWD will be made available by NHA and will be returned after completion of assignment. The consultants shall perform all calibrations for abovementioned equipment as advised by RAMS, NHA. The consultants are advised to use their own GPS devices (with external antenna) for making comparison viz-a-viz NHA referencing system.

3.5. **Calibrations Data**

The consultant in consultation with RAMS will identify at least 10 road sections of agreed length and different calibration parameters for HDM-IV will be collected, analyzed and reported to RAMS. The Consultant will submit these parameters along with the analyses in Final report to be submitted in each year.

3.6. **Data Collection**

The Consultant will also collect data required for HDM analysis (VOC calculation both economic and financial cost, social & environmental assessment data, vehicle fleet composition in the country including its economic and financial costs, data required for design matrix calculation and any other as required).

3.7. **Data Compilation**

Perform complete compilation / analysis of pavement distress, roughness, traffic data and FWD data and generate data compilation report (both in hard & soft form) and submit five copies each after it has been approved by RAMS, NHA.

3.8. **Data Validation**

The Consultant shall validate / calibrate all the pavement condition data. As this data is collected by highway engineers and every year different engineers may collect the data, hence, calibration/validation of the data will be done with the consultation of RAMS.
3.9. **HDM-4 Analysis**

Review of configuration and calibration of HDM-4 Ver 2 along with performing strategical as well as program level analyses (with latest HDM-4 Version 2 using consultant's own licensed software) and calculating Remaining Service Life (RSL) of each highway/motorway. Compute and update VOC inputs/values based on Free Flow VOC.

The sectioning and various maintenance strategies for the complete NHA highway network shall be prepared as per instructions of RAMS, NHA, which should include constrained and unconstrained work program level analysis and optimized/prioritized work program, and submitted by the Consultants to RAMS, NHA, for approval of draft and subsequently final submission approval. Program level and network level analysis shall be carried out and presented in the form of a separate report. The Consultants may also be required to carry out project level analysis on case-to-case basis, as desired by NHA.

**DELIVERABLES**

4. Five (05) hard and three (03) soft copies on DVD Disks of the following documents/reports shall be submitted to NHA:

   a. Calibration Report
   b. Raw Data from the field, including photographs for each kilometer duly marked.
   c. Pavement Distress Matrix.
   d. Pavement Condition Analysis & Report
   e. Road Roughness Analysis & Report
   f. Pavement Structural Analysis & Report, based on FWD results
   g. VOC & Economic Analysis Report
   h. HDM-4 Calibration, Strategic / Program Level / Network Level Analysis & Remaining Service Life Report
   i. Maintenance Strategies Analysis & Design Matrix Report
   j. Project Level Analysis Report, if desired.
   l. Final Report

5. All the data collected and produced during the assignment will be submitted to NHA as per the requirements laid down in this TOR. The data collected and created during the assignment will become property of NHA, and the Consultant will not be allowed to utilize the data without prior consent by NHA.

**COMMENCEMENT OF SERVICES**

6. The services shall be commenced immediately after the signing of the contract agreement or when NHA instructs the consultants to begin carrying out the services.

**TIME OF COMPLETION**
7. For each year, the services specified in the TOR shall be completed and all relevant reports submitted in the form and format acceptable to the Employer as per the following schedule from the date of commencement of services:

   i. Data Collection 12 weeks
   ii. Data Analysis & submission 04 Weeks

**AVAILABILITY OF PERSONNEL**

8. The Consultants shall ensure the presence / availability of their personnel committed for the assignment throughout the time period, as mentioned in the Technical Proposal. Names and qualifications of the consultants' personnel shall be provided which shall be checked at random by NHA. Except as the Employer may otherwise require, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants or if the Employer is not satisfied with the performance, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications, which shall be approved by NHA.

*****
## APPENDIX B

**MAN-MONTH AND ACTIVITY SCHEDULE**

To estimate Consultant’s inputs and costs for the assignment, man-month and activity schedules are to be provided as per enclosed format (Forms A7 and A8). These two schedules should correlate.
Some important requirements are:

1. Selecting a Consulting Engineer is one of the most important decisions an owner or Client makes. The most important standards for this are technical competence, managerial ability, professional integrity and fairness of fee structure. The Client will seek information on all these aspects by:

   a. Obtaining comprehensive written information from the Consultant in form of RFPs and should be completed in full providing all details as correctly known as possible. It has been experienced that some Consultants try to hide their deficiencies viz-a-viz the requirements of TOR by making unclear and vague 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 rating.

   b. Talking to the senior personnel of the Consultants.

   c. Consulting their Clients.

   d. Viewing the projects that they have accomplished and visit the users.

   e. Visiting the premises of the Consultant and examining systems and method of works as well as hardware and software abilities available. **Senior Management (minimum Director level) shall regularly visit** the site at least once a month and hold meeting with the Client’s representative.

   f. The approach and methodology proposed including work plan, activity and man-month schedule should be meaningful and fully coordinated to judge the understanding of the proposed assignment by the Consultant.
2. For Items (b) to (e), the inspection can be held any time prior to or after award of work to the Consultants. During the inspection if the scenario found is not compatible with what is presented during presentations or as per Contract, the Consultant is liable for action debarring for two (2) years for future projects which may or may not include black listing action (in accordance with Rule 19 of the Public Procurement Rules, 2004).
APPENDIX D

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

AS PER TOR
APPENDIX-E

COPY OF MODEL AGREEMENT
(To be finalized during Negotiations)
Contract for Engineering Consultancy Services  
(Lump Sum)

Between

______________________________________________
(NAME OF CLIENT)

And

(NAME OF THE CONSULTANTS)

FOR

_______________________________(BRIEF SCOPE OF SERVICES)
OF__________________________________ (NAME OF PROJECT)

______________________________
Month and Year
TABLE OF CONTENTS

I. FORM OF CONTRACT

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

   1.1 Definitions
   1.2 Law Governing the Contract
   1.3 Language
   1.4 Notices
   1.5 Location
   1.6 Authorized Representatives
   1.7 Taxes and Duties
   1.8 Leader of Joint Venture

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

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

3. OBLIGATIONS OF THE CONSULTANTS

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

4. CONSULTANTS’ PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel
4.2 Removal and/or Replacement of Personnel

5. OBLIGATIONS OF THE CLIENT

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration
6.2 Contract Price
6.3 Terms and Conditions of Payment
6.4 Period of Payment
6.5 Delayed Payments
6.6 Additional Services
6.7 Consultants’ Entitlement to Suspend Services

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement
7.2 Dispute Settlement

8. INTEGRITY PACT

9. THE RIGHTS AND DUTIES OF THE CONSULTANTS

9.1 Obligations
9.2 Indirect Payments
9.3 Royalties
9.4 Provision of Expert Technical Advice
9.5 Penalty

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

IV APPENDICES

Appendix A-Description of the Services
Appendix B-Reporting Requirements
Appendix C-Key Personnel and Sub consultants
Appendix D-Breakdown of Contract 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
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 is 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 Contract

1.1 Definitions

(p) "Project means ‘……………………………………………………………………………………………………………………………’"

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:

__________________________________ (Name of Project Manager)

__________________________________ (Project)

__________________________________ (Address)

__________________________________

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) months 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 breakup 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.
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.]
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: ____________________________________________________________

……………………………[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
whichever form from GOP, except that which has been expressly declared pursuant hereto.

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

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

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

Name of Buyer: National Highway Authority  Name of Seller/Supplier: …………
Signature: ……………………  Signature: …………………………

[Seal]  [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:

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

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

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract;
   (b) The Special Conditions of Contract;
   (c) The following Appendices:

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

   Appendix A: Description of Services
   Appendix B: Reporting Requirements
   Appendix C: Key Personnel and Sub-consultants
   Appendix D: Breakdown of Contract Price in Foreign Currency
   Appendix E: Breakdown of Contract Price in Local Currency
   Appendix F: Services & Facilities to be provided by the Client and Counterpart Personnel to be Made Available to the Consultants by the Client.
Appendix G: Integrity Pact (for Services above Rs. 10 Million)

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

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

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

For and on behalf of

______________________________________________  ________________
 CLIENT'S NAME
 Witness

Signature ___________________  Signature ___________________
Name _____________________  Name _____________________
Title ______________________  Title _____________________
(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

______________________________________________
 Name of Member No. 1
 Witness

Signature ___________________  Signature ___________________
Name _____________________  Name _____________________
Title ______________________  Title _____________________
(Seal)

______________________________________________
 Name of Member No. 2
 Witness

Signature ___________________  Signature ___________________
Name _____________________  Name _____________________
Title ______________________  Title _____________________
(Seal)
Name of Member No. 3

Witness

Signature ___________________  Signature ___________________
Name ______________________  Name ___________________
Title _______________________  Title ___________________

(Seal)