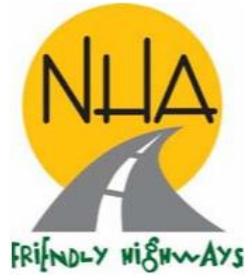


National Highway Authority



REQUEST FOR PROPOSAL

FOR

**DESIGN REVIEW & CONSTRUCTION
SUPERVISION OF PERIODIC MAINTENANCE
AND REHABILITATION WORKS UNDER
ANNUAL MAINTENANCE PLANS NORTHERN AREA
REGION
(NORTH ZONE NHA)**

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GOVERNMENT OF PAKISTAN
NATIONAL HIGHWAY AUTHORITY
House No.394, St.#3 Jinnahabad, Abbottabad.

Dated the _____
Ref No. _____

LETTER OF INVITATION

To,
All Prospective Consultants/JVs

Gentlemen!

We extend warm welcome to you for taking interest in participation 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 will be “just and transparent”. Please understand that the contents of this RFP, where applicable, shall be deemed part of the contract agreement. An example to this affect can be the contents of your work plan and methodology which you shall be submitting in your technical proposal. Since that is the basis of the selection, therefore, it shall become part of the contract agreement subject to approval/revisions of the same by NHA during the negotiations. Similarly, all other services and the content contributing to services shall be deemed part of the contract agreement unless it is specifically mentioned for any particular item up-front in your technical proposal which obviously will make your proposal a conditional proposal whereby, authorizing NHA to may and 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) as well as in form 3B 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.

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 LOI 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.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet.
- 1.4 The Client (NHA) has been entrusted the duty to implement the PM/RH Projects as Executing Agency by GOP and funds for the project and hence NHA intends to engage Consultants for Construction Supervision of Periodic Maintenance/Rehabilitation Works on NHA Network (**AMP 2015-16, 2016-2017,2017-18**) in NAs Region North Zone for utilization towards the cost of the assignment, and the Client intends to apply part of the

funds to eligible payments under the Contract for which this LOI is issued.

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

- 1.6 Please note that:

- i. **The Consultants are advised to read the RFP thoroughly and submit their proposals strictly in accordance with the provision of RFP.**
- ii. 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
- iii. The Client is not bound to accept any of the proposals submitted.
- iv. The Consultants are notified in advance that the supervision of the project shall commence upon undertaking of the works by the contractor and shall be notified through issuance of commencement notice by NHA. Any inordinate delay or cancellation of the construction work for any reason including non availability of funds shall not allow the consultants to any financial or legal claims. However when the project shall commence the supervisory consultants shall maintain the right subject to availability of proposed staff based on which the consultant was selected or if the delay is beyond three months then equally competent staff with equal or higher qualification or experience shall be pre-requisite for consideration of issuance of commencement notice by NHA. In case the work is delayed or abandoned for any reason what so ever, the consultant shall not have any legal recourse.
- v. The Consultant is responsible to have the whole work completed through the contractor in a professional manner so that all items of work are completed from one end to the other including paying attention to site clearance of debris or any other left over material. The trees/shrubs prone to landscape and earth work slopes grassed in ROW. All signs of construction work dispensed with whether covered in BOQ or not. To achieve this objective consultant may include the price for such incidental or ancillary works which will lead to the final completion of the works in the price quoted by the consultant. No separate costs are payable as extra costs for this head. All such costs shall be included in these rates submitted by the consultant in his financial proposal. Here consultant has to basically ensure that contractor has completed total work with particular reference to site clearance before taking over the project on completion.
- vi. The consultant may please note not to suggest names of key staff already proposed in other proposals with NHA 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 if so decided by the evaluation committee. 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.
- vii. Form A3 is meant for comments on provisions contained in RFP and TOR and unless the observations are noted in this particular form, any thing written elsewhere on this account including financial implications, if any, shall be considered of no consequence in the evaluation process.

- 1.7 We wish to remind you that in order to avoid conflicts of interest:

- i. 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
- ii. 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.
- iii. The final man-months of each expert are subject to adjustment at the stage of contract negotiations in line with demonstrated approaches, methodology and need basis.

2. DOCUMENTS

- 2.1 To prepare a proposal, please use the Forms as enclosed.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than ten (10) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or tele-fax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or 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 Term of Reference, 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 Employer an opportunity that Supervision Consultancy service to be provided will be able to effectively monitor work progress.
 - b. Total number of Staff 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 Vitaes (CV's) of all Key Staff members and make sure that proposed staff shall be available for the assignment during the project duration and their present place of duty may also be mentioned. 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 / ongoing jobs as referred in form Tech -8 of technical proposal. Further, the basis for the past performance is the report from Design Section and construction wing NHA.
- 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.
- 3.1.4 During preparation of the technical proposal, you must give particular attention to the following:
- i The Firm needs to be registered with Pakistan Engineering Council.
 - ii. 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. You may not associate with the other firms invited for this assignment unless specified in the Data Sheet. In case of Joint Venture, the proposal should state clearly partners will be “Jointly and Severally” responsible for performance under the Contract and one partner will be “solely” responsible for all dealings with the Employer on behalf of the Joint Venture. His “Special Power of Attorney on this account is to be enclosed. JV will be got registered by PEC. Lead partner shall retain full and undivided responsibility for the performance of obligations and satisfactory completion of the consultancy services works. A copy of the Joint venture agreement to be provided at the time of finalizing the contract documents with specific responsibilities and assignments to be looked after by each partner.
 - iii. Subcontracting part of the assignment to the other Consultants is not discouraged and Specialist Sub-Consultants may be included. This shall be a plus point in the evaluation process.
 - vi. The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated. The minimum stay with the firm for such persons is Six Months please. No alternative to key professional staff may be proposed and only one CV may be submitted for each position.
- 3.1.5 The technical proposal shall not include any financial information. The Consultant’s comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.

3.2 Financial Proposal

- 3.2.1 The financial proposal should be submitted using the format specified and enclosed with this RFP. This is a mandatory requirement for evaluation of proposals and needs to be filled up carefully. The total cost is to be mentioned in the Form FIN-6.
- 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 to FIN-1 to FIN-6

- 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.
- 3.2.3 Costs may be expressed in currency (s) listed in the Data Sheet
- 3.2.4 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 indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal
- 3.2.2 The Staff should possess minimum experience and qualification as follows and the Employer may also review this at the time of deployment and ask for replacement with suitable candidate if these conditions are not met fully.

4 SUBMISSIONS OF PROPOSALS

- 4.1 You shall submit one original technical proposal and one original financial proposal plus the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE".
- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposal 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 person 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 correction shall be initialed by the person or persons signing the proposal.
- 4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet
- 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 procedures 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 Para 1.1, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned un-opened

5.3 Financial Proposal

5.3.1 The financial proposals of the qualifying consulting firms on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total 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 (Sf) of 1000 points. The financial scores of the proposal, shall be computed as follows:

$$Sf = (1000 \times Fm) / F$$

(F: amount of specific financial proposal)

5.3.3 Proposals, in the quality cum cost based selection shall finally be ranked according to their combined technical (St) and financial (S) scores using the weights (T- the weight given to the technical proposal, P = the weight given to the financial proposal; and T+P= 1) indicated in the Data Sheet:

$$S = St \times T \% + Sf \times P \%$$

6 NEGOTIATIONS

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

6.2 Negotiations normally take from one to three 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, 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. In such an unavoidable case, consultants will be required to provide equivalent or better staff member.
- 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 consultant

7 AWARD OF CONTRACT

- 7.1 The Contract shall be awarded after successful negotiations with the selected Consultant and approved by the Competent Authority. Upon successful completion of negotiations/initialing of the draft Contract. The Client shall promptly inform the other Consultants that their proposals have not been selected.
- 7.2 The selected Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

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.

**General Manager (NAs)
National Highway Authority
Ministry of Communications
Government of Pakistan
House No.394, St.#3 Jinnahabad, Abbottabad.
Website: www.nha.gov.pk
Telephone: 92 992-381164
Fax: 92 992-382946**

- c.c.
- Member (North Zone)
- Director Maint.(NA)

**LETTER OF INVITATION
DATA SHEET**

LOI
Clause# _____

1.1 The name of the Assignment is:

Design Review & Construction Supervision of Periodic Maintenance and Rehabilitation Works under Annual Maintenance Plans (2015-16, 2016-17 & 2017-18) Northern Areas Region North Zone NHA

The name of the Client is:

National Highway Authority

1.2 The description and the objectives of the assignment are:

As Per TOR

1.3 Phasing of the Assignment (if any) Nil

The Consultant shall commence the assignment upon signing of Contract Agreement between NHA and the successful Consultant.

1.5 Pre-Proposal Conference: Yes _____ No _____

Clarification may be made in writing or on call.

1.6 The Client shall provide the following inputs:

- a. Administrative facilitation in performing of the services
- b. Design/drawings/BOQs/Contract documents etc. of all the construction contracts and timely approvals as required time to time.

1.7 Following sub-clauses are added:

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. Form A-4 is meant for comments on provision contained in RFP and Terms of Reference (TOR) and unless the observations are noted in this particular form, anything written elsewhere on this account including financial implications, if any, shall be considered of no consequence in the evaluation process.

1.8 The Invited firms are:

The Invited Consultants are:

Any firm meeting the following requirements:

- (a) Valid Registration Certificate of Pakistan Engineering Council in relevant category.
- (b) Affidavit on stamp paper properly attested by the oath commissioner to the effect that the firm has neither been blacklisted nor any contract rescinded in the past for no fulfillment of contractual obligations.
- (c) Facilities available with the Consultant to perform their functions effectively

- (proper office premises, software, hardware, record keeping etc.)
- (d) Client satisfaction certificate for the last Five relevant experience jobs 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.

- 2.1 The Documents are: {TOR/Background information, Draft Form of Contract, Sample Formats/Appendices etc.}:
- a. Letter of Invitation (LOI).
 - b. LOI Data Sheet.
 - c. Technical Proposal Forms.
 - d. Financial Proposal Forms
 - e. Appendix - A: TOR and Background Information.
 - f. Appendix - B: Man-Months and Activity Schedule
 - g. Appendix - C: Client's Requirements from the Consultant.
 - h. Appendix - D: Personnel Equipment, Facilities and Other Services to be Provided by the Client.
 - i. Appendix - E: Copy of Model Agreement/ Draft Form of Contract & Appendices etc.
 - j. Form of Contract (*For Consultants to perform services as a Joint Venture*)

- 2.2 The address for seeking clarification is:

GM (NAs)
National Highway Authority
House No.394, St.#3 Jinnahabad, Abbottabad.
Website: www.nha.gov.pk
Telephone: 92 992-381164
Fax: 92 992-382946

- 3.1 i) Minimum number of Person-months that must be shown on the Personnel Schedule are: Approx. 84.
- ii) 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
- iv) The minimum required experience of proposed Key staff is:
As per detailed in TOR
The Consultants are advised to submit undated 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.

- 3.2 Training is an important feature of this Assignment:

Yes No

- 3.3 Professional liability, insurances (description or reference to appropriate documentation):

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.

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.

4.2 The address for writing on the proposal is

**GM (NAs)
National Highway Authority
House No.394, St.#3 Jinnahabad, Abbottabad
Website: www.nha.gov.pk
Telephone: 92 992-381164
Fax: 92 992-382946**

4.3 The date and time of proposal submission is **9th January, 2019**

4.4 Validity period of the proposal is (days, date): **120 days.**

The location for submission of proposal is:

**Office of the GM (NAs) NHA,
House No.394, St.#3 Jinnahabad, Abbottabad**

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

Description/Item	Points
i. Qualification of the Firm	150
i. General Experience of the Firm	50
ii. Specific Experience of the Firm	100
ii. Approach & Methodology	25
iii. Work Plan	25
iv. Qualification and competence of the Key Staff for the Assignment	600
vi. Present commitment of the firm	50
vi. Past performance of the firm	150
Total Points :	1000
The minimum qualifying technical score	70 %

The points earmarked for evaluation sub criteria (iv) above for suitability of key staff are

Description/Item	Points
i. Academic and General Qualification	30
ii. Professional experience related to the Project	60
iii. Status with the firm	10
Total Points :	100

5.3 The date, time and address of the financial proposal opening are: After evaluation and approval of technical proposals (to be informed later)

5.4 The weights given to the Technical and Financial proposals are:

Technical Proposal: 80%
Financial Proposal: 20%

7.2 The assignment is expected to commence on:

Date: **January, 2019**

SUMMARY EVALUATION SHEET FOR FULL TECHNICAL PROPOSALS (QCBS)

EVALUATION CRITERIA		Max. Weight*	Firm 1		Firm 2		Firm 3		Firm 4	S c o r e
			Rating	Score	Rating	Score	Rating	Score	Rating	
I. Firms Experience		150								
a.	General Experience of the firm	50								
b.	Specific Experience of the firm in NHA	100								
Approach and Methodology		25								
Work Program (Including Staffing)		25								
Personnel (Areas of Expertise) (Qualification and Competence of Key /Proposed Staff)		600								
	Resident Engineer/TL	200								
	Highway Design Engineer	100								
	A.R.E I & II	100								
	Material Engineer	100								
	Quantity Surveyor	100								
Present Commitment of the firm		50								
Past Performance of the Firm in NHA		150								
TOTAL		1000		0		0		0		0

Rating: Excellent - 100% Very Good - 90% Above Average - 80% Average - 70% Below Average - 50% Non-complying - 0%
Score: Maximum Weight x Rating / 100

Minimum qualifying score is 70 % or 700 marks.

PERSONNEL EVALUATION SHEET

POSITION / AREA OF EXPERTISE	Name	General Qualification Weight 30%		Similar Project related Experience with NHA 60%		Status with the Firm 10%		OVERALL RATING (Sum of Weighted Ratings) (A+B+C)
		% Rating	Weighted Rating (A)	% Rating	Weighted Rating (B)	% Rating	Weighted Rating (C)	
(Show all experts to be evaluated)								
CONSULTANTS								
Team Leader/Resident Engineer								
Highway Design Engineer								
Asst.Resident Engineer I								
Asst.Resident Engineer II								
Material Engineer								
Quantity Surveyor								

Rating: - Excellent - 100% Very good – 90-99% Above Average – 70-89% Average – 60-69%
 Below Average – 1-59% Non-complying-0%

Score =Maximum Weight X Rating /100

Ph.D. 100% M.Sc.- 90% B.Sc.with additional trainings/ coursesrelevant to assignment - 80% B.Sc.-70% Diploma - 60%
 Full time-100% Part time with previous association-50% Part time only for this assignment-0%

TECHNICAL PROPOSAL FORM

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Design Review & Construction Supervision of Periodic Maintenance and Rehabilitation Works under Annual Maintenance Plans (2015-16, 2016-17 & 2017-18) North Zone Northern Area Region** 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 4.4.
- (c) We meet the eligibility requirements as stated in Data Sheet Clause 1.8.
- (d) Neither we, nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (e) Within the time limit stated in the Data Sheet, Clause 4.4, 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, may

lead to the termination of Contract negotiations.

- (f) 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 {insert the date 120 days beyond the latest deadline for proposals submission} (The date may be extended with the written consent of the 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 lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FIRM'S REFERENCE

**Relevant Services 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.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		NO. of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)

Consultant's Name: _____

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

In this chapter you should explain your understanding of the objectives of the assignment approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

The approach must be genuine project specific approach of consultants and not a generic one of copy of TOR.

ORGANIZATION AND PERSONNEL

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a joint venture or in an association with Sub-Consultants. You should list support personnel. The key staff mentioned in the TOR is minimum and the consultants are free to propose additional staff as per their engineering methodology.

In case of JV/associations, the role of each partner must be clearly highlighted. Further, copy of the JV/association Agreement must be attached.

COMMENTS/SUGGESTIONS OF CONSULTANT - TOR SUPERVISION SERVICES

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 indicated in the TOR- Design Services

1.

2.

3.

4.

5.

Etc.

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF -
SUPERVISION SERVICES**

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

**Design Review & Construction Supervision of Periodic Maintenance and
Rehabilitation Works under Annual Maintenance Plans
Northern Area Region North Zone**

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. Contact Number:
10. Membership in Professional Societies:
(Membership of PEC is Mandatory)
10. Detailed Tasks Assigned on the Project:

11. 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].

12. Education

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

13. 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 position

held and location of assignments. For experience in last ten years, also give types of activities performed and Client references, where appropriate].

14. Languages

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

15. Certification

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

- (i) This CV correctly describes my qualifications and experience
- (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.

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

Design Review & Construction Supervision of Periodic Maintenance and Rehabilitation Works under Annual Maintenance Plan North Zone Northern Areas Region

COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO BE ASSIGNED TO EACH TEAM MEMBER- SUPERVISION SERVICES

1. Technical/Managerial Staff

Name	Position	Tasks Assignment	Present location	Name of assignment involved and clients name

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Program from date of assignment (in the form of a Bar Chart)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Name	Position	Months (in the form of a Bar Chart)															Number of Months
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	

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 project from clients other than NHA as well

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

FINANCIAL PROPOSAL FORMS

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Design Review & Construction Supervision of Periodic Maintenance and Rehabilitation Works under Annual Maintenance Plans (2015-16, 2016-17 & 2017-18) North Zone Northern Area Region NHA** 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 direct taxes applicable as per law of the land.* {Please note that all amounts shall be the same as in Financial Proposal Form Fin-6}.

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 lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.}

FINANCIAL PROPOSAL FORMS

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____ Firm: _____

Name	Position	Basic Salary per Cal. Month	Social Charges (% age of 1)	Overhead (% age of 1+2)	Subtotal (1+2+3)	Fee (% age Of 4)	Rate per Month for project Office	Field Allow. (% age of 1 l)	Rate per Month for Field Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes:

- Item No.1 Basic salary shall include actual gross salary before deduction of 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 2).
- Item No.3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, Breakdown of proposed percentage charges should be submitted and supported (see Form 3).
- Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated 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 mentioned therein. Failing to which, NHA 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 project.

Full Name: _____
 Signature: _____
 Title: _____

BREAKDOWN OF SOCIAL CHARGES

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

**BREAKDOWN OF OVERHEAD COSTS –
CONSTRUCTION SUPERVISION SERVICES**

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

.

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.No	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs)
I. Professional Staff/Key staff					
		Sub-Total:			

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.no	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs)
II. Support Staff/Non-Key/support staff					
		Sub-Total:			
		Grand-Total:			

DIRECT (NON-SALARY) COST

Item No.	Description	Unit	Qty.	Billing Rate (Rs./Month)	Amount
	Communication Expenses: Vehicles for Consultant supervisory staff (Rental Basis)				
	(i) Toyota Corolla	PM	12		
	(ii) Suzuki Cultus (NHA)	PM	12		
1	(iii) Toyota Single Cabin (NHA)	PM	24		
2	Maintenance of vehicles for consultant staff including driver, fuel and lubricants etc. (Four Vehicles)	Months	46		
3	Cost of furnishing of consultants staff accommodations and offices 02 No.s including all consumables (Computer, printer, Bed Sets, Chair, Tables, crockery etc)	LS			
4	Rent of consultants staff Residence/office in Mansehra & Khanpur	PM	24		
5	Cost of Operations & Maintenance for Engineer staff Residence/offices(02 Nos.) including all utility bills, cook, peon, helper, chowkidar and other office consumables etc.	PM	24		
Total B					

**SUMMARY OF COST OF CONSULTANT FOR
SUPERVISION SERVICES**

Sr. No.	Description	Amount (Rs.)
1.	Salary Cost/Remuneration	
2.	Direct (Non-Salary) Cost	
3.	Grand Total	

- Note: 1-** All costs are supposed to be built up in bid price and if anything is left blank it should be deemed to be included in cost except for items provided through construction contract.
- Note: 2-** The dues and salaries of staff are payable by the consultant in time and not later than 10th of the preceding month positively. In case of failure to do so Employer shall intervene and pay these dues and salaries of the concerned staff member(s) and recover from the invoice of the consultant at actual charges paid of the amount. This will also be accounted for adversely in making assessment of the consultant in the next evaluation process for enlistment of consultants with report of such defaults
- Note: 3-** The grand total is inclusive of all Direct taxes applicable by GOP. All these taxes are required to be built in the quoted rates and not be mentioned separately.

Appendix A

DESCRIPTION OF SERVICES

Terms of Reference

TOR

**Design Review & Construction Supervision of
Periodic Maintenance and Rehabilitation
Works under Annual Maintenance Plans
North Zone Northern Areas Region**

TOR

DESCRIPTION OF SERVICES

Design Review & Construction Supervision of Periodic Maintenance and Rehabilitation Works under Annual Maintenance Plans (2015-16, 2016-17 & 2017-18) Northern Area Region North Zone NHA

S.#	Contract No	Description of Work & Location
AMP 2015~16		
1.	PM-2015-16-NA-01	Periodic Maintenance/Rehabilitation between KM 7 ~ 10 on the (N-125)
2.	PM-2015-16-NA-02	Periodic Maintenance/ Rehabilitation between Khanpur to Haripur KM 34~42+500 on the (N-125)
AMP 2016~17		
3.	PM-NA-2016~17-N-15-01	Periodic Maintenance (Functional overlay) between KM 28~34, KM 52~53, KM 56~57, KM 65~66, KM 75~80 & KM 120~123 on MNJ Road (N-15) Bassian – Naran
4.	PM-NA-2016~17-N-35-02	Periodic Maintenance (Functional overlay) between KM 130 ~ 144 on KKH (N-35) Shinkiari – Sharkool
5.	PM-NA-2016~17-N-35-03	Periodic Maintenance (Functional overlay) between KM 30+500 ~ 31+800 & KM 43 ~ 50 on KKH (N-35) Haripur – Havelian
AMP 2017~18		
6.	PM-2017-18-N-35-01	Periodic Maintenance (Structural Overlay) KM 50 ~ 53 on KKH (N-35)
7.	PM-2017-18-N-35-02	Periodic Maintenance (Structural Overlay) KM 56 ~ 59 on KKH (N-35)
8.	PM-2017-18-N-35-03	Periodic Maintenance (Structural Overlay) KM 81 ~ 85 on KKH (N-35)
9.	PM-2017-18-N-35-04	Periodic Maintenance (Structural Overlay) KM 115 ~ 119 on KKH (N-35)
10.	PM-2017-18-N-15-01	Periodic Maintenance (Structural Overlay) KM 49 ~ 52 on N-15)
11.	BR-2014-15-N-125-04	Construction of bridge Km 34+157 (N-125)
12.	BR-2014-15-N-125-01	Construction of bridge Km 24+980 (N-125)
13.	BR-2014-15-N-125-02	Construction of bridge Km 26+068 (N-125)
14.	RMA-BC-2017-18-N-35-01	Replacement of 5 x Bridges Expansion Joints on N-35

Finalization of the final bills of the previous Periodic maintenance works of F.Y 2015-16 including Construction of road link from Lassan Nawab to Bheer (Deposit work) is also including scope of work.

A. BACKGROUND

1. NHA looks after nearly all of Pakistan's major inter-provincial road links, main transport corridor linking ports to major population centers and to neighboring countries. The asphalt pavement deterioration is attributed to combined effect of overloading, fatigue, chemical aging and inadequate drainage. For maintenance and preservation of deteriorating road sections, NHA prepares and implement Annual Maintenance Plan (AMP) to optimally allocate funds for prioritized road sections.
2. NHA is spending a very significant amount of maintenance budget on periodic maintenance and rehabilitation schemes with the objective of improving the road condition. The periodic maintenance and rehabilitation strategies are selected based on condition survey data, Road Roughness Survey Data & pavement structural evaluation data survey carried out with heavy falling weight deflectometer, however; it has been observed that execution of these maintenance works is delayed considerably due to planning & lengthy procurement process. The proposed strategy may become inappropriate and require revision in consonance with prevailing degree and extent of damages.
3. To achieve the intended design life of overlay and rehabilitation works; detailed project level initial assessment, design revision according to actual site requirement and proficient maintenance works monitoring and advising NHA field staff are required, so as overall maintenance works are executed in a professional manner and that the consultants provide assistance in capacity building of maintenance staff.
4. NHA intends to hire the services of reputable consultant firm for evaluation of proposed maintenance strategies as per ground reality and suggest section-wise improvement methodology after detailed road inspection and help NHA staff in execution of maintenance works.

B. OBJECTIVES

5. The overall objectives of these Terms of Reference are:
 - a. To review maintenance strategy w.r.t. designs and suggest location wise design/maintenance methodology for Maintenance works.
 - b. Monitoring and advice NHA maintenance staff to achieve high quality in maintenance works as per approved engineering design, technical specifications within allocated budget and time.

C. SCOPE OF SERVICES

6. General Duties & Responsibilities of the Consultants

- a. The Consultant will carry out review of road condition (proposed PM and Rehabilitation contracts) and proposed maintenance methodology, suggest any improvements (section wise within the proposed section) (if

required) within allocated budget and approved road length. This review will be carried out immediately after the services commence and will be completed within 6 weeks. On completion the Consultant will submit his comments as per site conditions and proposed maintenance strategic review report explaining all findings and recommendations.

- b. Upon finalization of Maintenance strategic plan, The consultant will assist NHA in establishing a field laboratory along with necessary testing equipment to prepare Job Mix Formula for Asphaltic works Concrete Mix Design & carry out independent testing in the field, conforming with the NHA specification and help NHA staff in acquiring necessary skills.
- c. The consultant will assist and advise the NHA Field staff, especially concerned Deputy Director (Maintenance) to administer the maintenance works, so that he becomes responsible for quality assurance and timely completion of maintenance work.
- d. The consultant will advise NHA on all matters relating to the efficient and successful execution of the civil works contracts, and advise NHA how to keep the construction costs to a minimum, consistent with sound economic and engineering practices.
- e. The consultant shall ensure along with NHA staff that appropriate Work Zone Safety standards as per NHA instructions already issued Must be maintained at all times.

7. **Design Review**

After examining current road condition data, i.e. after ground validation, the consultant will propose maintenance methodology, suggest any improvements (section wise within the proposed section) **(if required)** within allocated budget and approved road length. The detailed engineering solution will be for entire project length and consultant will suggest specific solutions within the entire project length. Maintenance strategies can be different within the project length based on most economical & best technical solution. The consultant thereafter will share the professional liability for the accuracy of the maintenance design, which will be covered under this contract. The design review and ground validation shall include but not limited to the following tasks;

- a. The consultant, after project level design analysis, will suggest most appropriate and cost effective site specific improvements if needed in the proposed design of each scheme duly marked on the linear plan to the concerned General Manager. The necessary approvals for design variations are to be obtained simultaneously.

- b. The consultant will review the asphalt mix design (Job Mix Formula) prepared by the Contractors, and suggest improvements (if any) to ensure the desired performance.
- c. Review the adequacy of road side drainage / cross drainage structures to ensure proper road surface drainage in order to minimize the chances of premature failure due to poor drainage and to achieve the intended pavement design life.
- d. Review and ensure that the Bill of Quantities vis-à-vis the proposed design for pavement is accurate up to a tolerance of 5%.

8. Contract Administration & Construction Supervision.

The Consultant while assisting NHA in supervising maintenance works will make all-out effort to achieve quality control while implementation of the works. The task of the Consultant will include but not be limited to:

- a. Assist NHA Field staff to review the Contractor's work programs and progress schedules ensuring that the Contractors have incorporated/ followed the most effective and expeditious methodology of carrying out the works. Subsequently, advise NHA Staff for monitoring the maintenance work progress on regular basis to determine whether it is proceeding in accordance with the approved work program.
- b. Advise NHA staff on the traffic management and safety plan provided by the contractor in light of NHA Work zone plan and, ensure compliance so that work zone plan is carried out at all times in a safe and secure manner.
- c. Advise NHA Field staff in assuring quality of the works during execution of maintenance work. Advise how to continuously inspect the materials, workmanship, ensure compliance with the specifications and certify the works that conform with the specifications and maintain permanent records of all activities.
- d. Assist NHA field staff in preparing monthly progress reports.
- e. Carry out necessary testing at site and verify whether works were in line with NHA specification or not.
- f. Provide any other specialist services requested by NHA under conditions to be mutually agreed.
- g. The consultant shall however be responsible equally for the integrity and success of the projects where he is assisting and advising the maintenance staff.

D. REPORTING & DOCUMENTS REQUIREMENTS

9. Reporting Requirements:

The Consultant will prepare and submit to NHA 03 copies of each of the under mentioned reports. The format of these reports shall be mutually agreed with the NHA.

- a . **Inception Report:** The Consultant will submit an Inception Report within two weeks after mobilization. This will contain details of all activities, defined in this TOR, to be performed by consultant along with methodology, staff plan, projected monthly billing.
- b . **Design Review Report.** The consultant will submit project specific comments on the design of each scheme to the concerned General Manager identifying the proposed maintenance methodology on a linear plan along with engineering background justifying the suggested changes in design. The design review shall not result in claims of non BOQ items / additional associated costs.
- c . **Monthly Progress Reports:** The Consultant will, no later than the 7th of each month, prepare a narrative progress report summarizing:
 - (i) Progress during the month and cumulative to date for each individual contract, specific attention to any major causes of delay (administrative, technical or financial) with details of remedial action taken or recommended to the Employer.
- d . **Final Project Completion Report:** The Consultant will prepare a comprehensive final Completion Report within 30 days after issuance of the completion certificate of all maintenance works contracts. The report shall summarize details of all works carried out, all defects and certification of the satisfactory correction of such defects for each maintenance contracts.
- e . Consultant shall undertake all works inclusive and consequential to complete the contracted works of the projects to the required standards.

E. STAFFING

10. The implementation periods of the Works Contract will be 10 months The details of Key and Non Key Experts along with qualification of Key Experts are provided in the table below and Appendix c:

Sr. No	Title	Experience, Qualification & Responsibilities
--------	-------	--

Sr. No	Title	Experience, Qualification & Responsibilities	
1	Team leader/ Resident Engineer	General Experience: Qualification: Responsibility:	18 Years Bachelor's degree – preferably M.Sc. in Civil Engineering/Construction Management / Project Management. Proven eighteen (18) years' experience of highway related projects with (5) years as " <u>Resident Engineer</u> " on highway construction project(s). The experience should include managing projects with relevant geographic spread, multiple packages of varying size and complexities. He/she will have overall responsibility for the organization, conduct and delivery of consultancy services and reporting to NHA. The Team Leader/Resident Engineer will head the Consultant and will work directly and manage relations with the NHA.
2	Highway Design Engineer Specialist	General Experience: Qualification: Responsibility:	18 Years B.Sc. but preferably M.Sc in Civil/Transportation Engineering. Proven ten (10) years' experience as " <u>Highway/Pavement Design Engineer Specialist</u> " on two or more highway/motorway projects. Proven credentials in pavement structure and geometric design of highways. He/she will be responsible for revisiting the proposed pavement maintenance strategy and specifications in light of prevailing road condition within project length.
3	Asst. Resident Engineers	General Experience: Qualification: Responsibility:	10 Years Bachelor's degree in Civil Engineering/Construction Management / Project Management. Proven ten (10) years' experience of highway related projects with (5) years as " <u>Asst.Resident Engineer</u> " on highway construction project(s). The experience should include managing projects with relevant geographic spread, multiple packages of varying size and complexities. He/she will assist the TL/RE and will supervise the services as per NHA standard specifications and TOR vide proposed maintenance strategy and specifications in light of prevailing condition within project length.
4	Materials Engineer	General Experience: Qualification:	15 Years Bachelor's degree – Minimum B.Sc Civil Engineering or B.Sc Geotechnical Engineering or M.Sc. Geology with minimum 10 years relevant experience (proven ten (10) years experience as Material/Geotech Engineer in construction of major Highway and Bridge projects preferably 3 or more

Sr. No	Title	Experience, Qualification & Responsibilities	
		Responsibility:	<p>major road projects with specific experience of asphalt concrete mixture design.</p> <p>He/she will be responsible to stipulate material testing procedures and specifications, make suitable recommendations regarding the borrow and quarry areas for materials of construction, prepare JMF and preparation and testing of concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified during Material Investigation to conform to NHA specifications.</p>
4	Quantity Surveyor	<p>General Experience:</p> <p>Qualification:</p> <p>Responsibility:</p>	<p>20 Years</p> <p>Minimum DAE in Civil Engineering, Preferably B.Sc Civil Engineering with minimum 10 years relevant experience (proven ten (10) years experience as Q.S in construction of major Highway and Bridge projects preferably 3 or more major road projects with specific experience of costing, billing and contract closing of preferably NHA (maintenance) projects.</p> <p>He/she will be responsible to check and verify the monthly IPCs, VO's, EPCs and other requirements of NHA contracts.</p>

F. Special Extension For Select Staff

Following staff of the Consultants shall be allowed to continue performing services for a period of two(02) month after completion of the project to finalize the accounts and other outstanding issues of the project.

	Description	Man-months
(1)	Resident Engineer	02
(2)	Quantity Surveyor	02
(3)	Computer Operator	02
(4)	Office Boy	02

G. Deliverables

All deliverables completed in all respect shall be submitted to the Employer with necessary verification or certifications within the (02) month extended period for Select Staff, except for Monthly Progress Reports, which shall of course be submitted on monthly basis. Following

deliverables are required to be provided by the Supervisory Consultants:

- (1) As-built Drawings submitted by the Contractor, after review and approval showing remedial works proposed.

H. TIME OF COMPLETION

Estimated completion time of the assignment is twelve (12) months.

Appendix - C

Design Review & Construction Supervision of Periodic Maintenance and Rehabilitation Works under Annual Maintenance Plan (NAs) North Zone

Staffing Requirement for Design Review of the Project

A. Salary Costs

Sr. No.	Expert Position	No. of Persons	Months	Rate / Month
KEY EXPERTS (DESIGN REVIEW)				
1	Highway Design Engineer	1	2	
	Sub-total	1	2	

Staffing Requirement for Construction Supervision (During the Construction Period of the Project)

A. Salary Costs

Sr. No.	Description	Number of persons	Man-Moths per person	Rate / Month	Amount
Key and support staff for Contract Administration and Project Management					
1.	Resident Engineer	1	12		
2.	Material Engineer	1	12		
3.	A.R.E (Highways)	1	10		
3.	A.R.E (Structures)	1	10		
4.	Q.S	1	12		
5.	Inspectors	3	12		
6.	Surveyors	2	12		
7.	Sr. Lab. Technicians	3	12		
8.	Computer Operator	1	12		
9.	Survey & Lab. Helpers	4	12		
10.	Office Boys	3	12		
TOTAL Rs. of (A) =					

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 TECH -6 and TECH -7). These two schedules should correlate.

APPENDIX C

CLIENT'S REQUIREMENTS FROM CONSULTANT

Some important requirements are

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 Consulting Engineer 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 Consulting Engineers 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 Employer' s representation.
- 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.

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 2 years for future projects which may or may not include black listing action

APPENDIX D

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

AS PER Annexure F

APPENDIX-E
COPY OF MODEL AGREEMENT
(To be finalized during Negotiations)

Between

(NAME OF CLIENT)

and

(NAME OF THE CONSULTANTS)

for

----- (BRIEF SCOPE OF SERVICES)

OF _____ (NAME OF PROJECT)

Month and Year

FORM OF CONTRACT

- [Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.
2. In case the consultants performs 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:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services & Facilities to be Provided by the Client
And Counterpart Personnel to be Made Available to the
Consultants by the Client.
 - Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day 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 _____

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 Clause 2.1.
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;

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

1.7 Taxes

Unless specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

1.8 Leader of Joint Venture

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in SC, to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

1.9 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.10 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

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

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to 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 Clause 2.6.

The term "completion of services" is as specified in the SC.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be mutually agreed and signed by both the Parties.

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

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

2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants is proven 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;

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 Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (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 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;

OR

- (d) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Clause 2.9.1, or the giving of notice of termination under 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 Clauses GC 3.8 or 3.9.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to 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 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 Clause 2.9.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in 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 GC8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and

Safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 Liability of the Consultants

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

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 later.

The Consultants may 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, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second Para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth Para above shall be borne by the Client.

3.5 Other Insurances to be taken out by the Consultants

In addition to the insurance stated in Clause 3.4 above, the Consultants shall take out and maintain the various insurances as are specified in the SC, at the cost and expense of the Client.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultants and its Personnel pursuant to this Contract;
- (c) Any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix b in the form, in the numbers, and within the periods set forth in the said Appendix.

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

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents, is specified in the SC.

3.9 Equipment and Materials furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants,

Unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 Description of Personnel

- (a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants in accordance with the actual requirements of the Contract to ensure efficient performance of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1(a) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours Leave, Overtime, etc.

Working Hours for Key Personnel are set forth in Appendix-C hereto. Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorized Representative of the Consultants at site, if any, shall be preceded by the Client informed in writing.

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel has; (i) committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Engineer

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services, a Resident Engineer acceptable to the Client, shall take charge of the performance of such Services

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approval

5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC.
- (b) Assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) Provide to the Consultants, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.
- (e) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

5.1.2 Co-ordination

The Client shall:

- (a) Coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) Coordinate with any other consultants employed by him.

5.1.3 Approvals

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

5.2 Access to Land

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

5.3 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 Clause 6.1 (a). Rate in the Appendix E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

5.4 Services and Facilities

The Client shall make available to the Consultants 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 6.1(b) hereinafter.

5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

5.6 Counterpart Personnel

- (a) If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereof.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates, Ceiling Amount

- (a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise

agreed under Clause 2.5 and subject to Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix a and in local currency in Appendix e, excluding adjustments made under Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

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

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

- (a) Subject to the ceilings specified in Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Clause 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.
- (c) Reimbursable direct costs (non-salary costs) paid as a fixed sum as quoted and approved in the Financial bid of consultant, actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the form Fin 5.

6.3 Currency of Payment

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

expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

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

- (a) To cover payments due under Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:
 - (i) Not later than 30 days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
 - (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

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

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

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

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

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

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (c) of Clause 6.4, interest charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) Any re-doing of any part of the services as a result of client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, the Consultants, with the prior written authorization of the Client, shall carry out such additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said additional services, then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice within twenty-eight (28) days after the expiry of the time stated in paragraph (c) of Clause 6.4, within which payment is to be made, the Consultants may after giving not less than twenty-eight (28) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants' entitlement to financing charges under Clause 6.5.

7. Fairness and Good Faith

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization to the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. Settlement of Disputes

8.1 Amicable Settlements

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation..

8.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made 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.

9. Integrity Pact

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 two 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.a @) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

10. The Rights and Duties of the Consultants

10.1 Obligations

The Consultants shall fulfill their obligations under this Contract using the best technical knowledge and according to the accepted professional standards. It shall exercise all reasonable skill, care and diligence in the discharge of the duties to be performed and shall always act as the faithful advisor to and in the best interest of the Employer.

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.

10.2 Indirect Payments

The Consultant shall throughout the Services not have nor permit its staff to have, any direct or indirect financial participation in procurement of construction contracts for the Work to be supervised under this Contract and shall ensure that no payments are accepted by it or its staff during currency of the Contract other than under this Contract. Any such act if proven through evidence shall construe as act of default and the Employer may choose to pursue legal action against the Consultant or their staff.

10.3 Royalties

The Consultant shall save harmless and indemnify the Employer from and against all claims and proceedings for on account or infringement of any patent right, design trademark or name or other protected rights in respect to any patented designs features or equipment he may want to use for carrying out the services and shall pay all royalties thereto.

10.4 Provision of Expert Technical Advice

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

III. SPECIAL CONDITIONS OF CONTRACT

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

"Project" means

Design Review & Construction Supervision of Periodic Maintenance and Rehabilitation Works under Annual Maintenance Plans (2015-16, 2016-17 & 2017-18) North Zone Northern Areas Region

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

General Manager (NAs)

National Highway Authority
House No. 394, Street No. 03, Jinnahabad, Abbottabad
Telephone: 0992-381164
Facsimile: 0992-382946

For the Consultants:

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

Telephone Facsimile E-Mail

1.7 Taxes

: _____
:
: _____

Payment of taxes will be responsibility of the consultants in accordance with Pakistan Tax Laws.

1.8 Leader of Joint Venture

In case of Joint Venture, the proposal should clearly state that partner will be "Jointly and severally" responsible for performance under the Contract but lead partner will be "solely" responsible for all dealings with the employer on behalf of the Joint Venture with undivided responsibility. His "Special Power of Attorney" on this account is to be enclosed and this aspect clearly mentioned.

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 Clause GC 1.8 should be deleted.]

2.1 Effectiveness of Contract

This contract shall come into effect after signing of the contract

2.3 Commencement of Services

The time period shall be 1 (one) month after the effective date or such other time period as the parties may agree in writing. The mobilization of staff shall be as per approved inception report.

2.4 Expiration of Contract

The period of completion of Services shall be **365** days from the Commencement Date of the Services or such other period as the Parties may agree In writing.

2.4.1 Schedule of Services:

[Note: Schedule of Services shall be as shown in Appendix -A

3.4 Professional Liability

The Consultants shall be liable to be held responsible and accountable for the: (a) Non fulfillment of his tasks, (b) losses to the Employer on account of problems with construction supervision , (c) Non-observance of his duties and care in the performance for more than one occasion, (d) Non-provision of contract administration reports with IPCs etc. The consultants are responsible for consequence of errors and omissions on their part or on the part of their employees in so far as the design and supervision of the project is concerned to the extent and with the limitations as mentioned herein below.

If the Employer suffers any damages as a result of proven faults, errors or omissions in the Design review during the construction stage, Construction Supervision and other professional duties performed by the consultant in connection with the services which have bearing on the safety, security and performance of the works, 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 under professional liability insurance.

The consultants shall indemnify the Employer against any or all risks arising out of the furnishing of professional services by the consultants to the Employer.

The liability of Consultants expires after the completion of construction works.

3.5 Insurance to be Taken out by the Consultants

The risks and the coverage shall be as follows:

Professional Indemnity Bond in the joint name of Client and Consultant. The Consultant is to

- a. Professional liability insurance, with a minimum coverage of not **less than twice the remuneration cost**.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall also seek approval, before commitments on any action they propose to take under the following:

- i) Issuing Variations Orders in respect of:
 - Additional items of Works as determined by the Engineer to be necessary for the execution of Works.
 - Any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
 - Any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
 - Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Works
 - Bonus and Liquidated Damages
 - Certificate of Completion of Works
 - Defects Liability Certificate
 - Forfeiture
 - Special Risks
 - Frustration
- vi) Final Measurement Statement/Final account
- vii) Release of Retention Money
- viii) Any change in the ratios of various currencies of payment.
- xi) Grant of time extension to the contractor and any other action involving financial implications

3.7(c) the other actions are:

- (i) Taking any action under a civil works contract designating the Consultants represented by “Engineer/Resident Project Manager”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.
- (ii) The Engineer and his representative shall obtain the specific approval in writing of the Employer before taking any of the following actions:
 - a- Approving “Sub-letting” of any part of the works
 - b- Certifying “Varied sums”
 - c- Certifying “Additional Cost”
 - d- Determining and “Extension of time”
 - e- Issuing a “Taking over Certificate”
 - f- Issuing a “Variation order”
 - g- Certify final accounts of the contractor including finalizing all disputed payments of both sides.
- (iii) Approval of overtime working at site from the Client.

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

The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.

4.6 Team Leader/Resident Engineer

Note: Name and address of the Consultants' Resident Engineer, if applicable will be provided here]

5.1.3 Approvals

The Client shall accord approval of the documents immediately but not later than two weeks from the date of their submission by the Consultants.

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

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

(i) Remuneration paid in local currency pursuant to the billing rates agreed for each person shall be adjusted every 12 months (and, for the first time, with effect from the remuneration earned in the 13th calendar month after the date of the Contract) by considering the following:

(ii) Escalation is payable on salary cost only **10% per year fixed percentage** of rate enhancement in charged rate shall be effective from 12 months after the date of signing the agreement. This is only payable if this compensation is passed on to the Employees of the firm at the same rate in their salary plus allowances. An affidavit shall have to be produced to this effect to the satisfaction of Employer.

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

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

Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects specified in form FIN 5 of financial proposal to be paid as a fixed sum as quoted and approved in the Financial bid of consultant. These costs include but are not limited to the following:

- (i) Provisions for office and staff residence, utilities, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses, POL, any other maintenance expenses etc.
- (ii) Facilities other than head office of the firm are arranged.
- (iii) Provision for labor or work charge establishment.
- (iv) Daily and traveling allowances/expenses of employees, partners and principals when away from home/office on business connected with the project.
- (v) Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.
- (vi) Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs.
- (vii) Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (viii) Identifiable reproduction cost applicable to the work such as blue printing, Photo stating mimeographing, printing, binding etc.

6.3 Currency of Payment

- 6.3. (b)** Remuneration for local personnel shall be paid in local currency. The reimbursable direct cost expenditures in local currency shall be stated in FIN -5.

6.5 Delayed Payments

Compensation on delayed payment is 8% per annum

6.4 Mode of Billing and Payments:

- 6.4.1 The Employer shall effect payments to the Consultant in accordance

with the payment schedules and on monthly basis as per NHA accounts procedure.

6.4.2 Amounts due to the Consultants shall be paid promptly and within 30 Calendar days from the date of submission of invoice. An affidavit for salary payment of staff and all other charges will be furnished to the National Highway Authority by the Consultant.

6.4.3 If the item or part of an item of an invoice rendered by the Consultants is disputed or subject to question by the Employer, the payment of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of Clause 6.4.2 shall apply to such remainder and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to the Consultants.

7 Mobilization and De-mobilization of staff:

The mobilization of staff shall be as per approved Work schedule proposed in technical proposal in which consultant will list out all activities and when the concerned professional is to be mobilized and relevant details. The key personal staff shall be subject to written approval by the client prior to their de-mobilization.

8 Dispute Settlement:

Any Dispute between the parties as to the matters pursuant to this contract which cannot be settled amicably within thirty 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 Arbitration Act 1940 as amended from time to time and the rules thereafter.

Services under the contract shall continue during the Arbitration proceedings. The venue of arbitration proceedings shall be in Islamabad Pakistan and the conclusions of arbitration committee shall be binding on both parties

9. Disclosure Clause:

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

Without limiting the generality of the foregoing, Consultant represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to any over 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 including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto. Consultant

certificates 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.

Consultant accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right 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, Contractor agrees to indemnify GoP for any loss or damaged 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 Contractor 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.

- 10.** Following to indicate priority of document forming part of this contract to resolve an ambiguity or a non clarity in the provision.
- Letter of Acceptance
 - Signed Agreement
 - Minutes of Negotiation Meeting
 - The Special Conditions of Contract;
 - The General Conditions of Contract;
 - Scope of Services/Terms of Reference,
 - Other document

Annexure A

Description of the Services

{Give detailed descriptions of the Services to be provided as per scope of work already defined, completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.}

As per TOR/Appendix-A attached.

Annexure B
Reporting Requirements

As per TOR

Annexure C

Key Personnel and Sub consultants

List Under C-1 Title and names, if already available], activities of job descriptions and working hours of key Personnel to be assigned to work and staff-months for each

C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.]

As per appendix – C in TOR

Annexure E

Breakdown of Contract Price in Local Currency

1. (a) Monthly rates for local Personnel (Key Personnel and other Personnel);
(b) Total Remuneration of staff (on the basis of monthly rates)

2. Reimbursable direct costs (non-salary costs);

Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects.

These costs include but are not limited to the followings:

- I. Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- II. Provision for labor or work charge establishment.
- III. Daily and travelling allowances/expenses of employees, partners and principals when away from home/office on business connected with the project.
- IV. Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.
- V. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in Sub-Clause GC3.4.
- VI. Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- VII. Identifiable reproduction cost applicable to the work such as blue printing, Photostatting, mimeographing, printing, binding etc.

(The detail of the cost estimates to be provided on the additional pages).

3. Sub Total remunerations and reimbursable non salary direct costs = (1+2)

4. Contingencies , if any

5. Total = (3+4)

Notes:

Elements of the salary costs and billing rates for the relevant salary grades shall also be included in this Appendix.

Estimate will include the following items as applicable:

- 1. Remuneration, i.e. staff costs based on monthly billing rates of the staff, and contingencies if any, excluding adjustment of billing rates.*
- 2. Reimbursable direct non-salary costs, excluding adjustment of billing rates for the staff covered under direct costs.*

Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures. If something is missing it shall be deemed to have been included in the quoted rates.

- 3. Payments in respect of any cost (i.e. total remuneration, and total reimbursable non-salary direct cost) which could exceed the estimates set forth in this Appendix may be chargeable to the contingency amounts provided for in the respective estimates, only if such costs are approved by the Client prior to being incurred*

Annexure F

Services and Facilities to be Provided by the Client and Counterpart Personnel to be Made Available to the Consultants by the Client

The Client shall make available the followings Services and Facilities:

1. Services and Facilities of the Client

The Client shall make available to the Consultants, Sub consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in this Clause at the times and in the manner specified hereunder:

- a) Laboratory and Lab equipments for required testing
- b) Survey equipment through contactor or otherwise
- c) Vehicle if available spare , then its rent will not be charged by the consultant:

2. Counterpart Personnel to be made available to the Consultants

The Client shall make available to the Consultants, free of charge, the following counterpart personnel in connection with carrying out of the services

NIL

Annexure -G

INTEGRITY PACT DECLARATTON OF FEES, COMMTSSION A\ND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

----- (Name of Supplier) hereby declares that it has not obtained or induced the procurement of any contract , right , interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten 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

Name of Seller /Supplier

Signature -----

Signature -----

Seal

Seal

