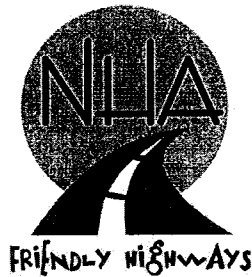


# National Highway Authority



## REQUEST FOR PROPOSAL

*FOR*

**CONSULTANCY SERVICES FOR  
HIRING OF QUANTITY SURVEYING  
SPECIALIST FOR DESIGN REVIEW,  
IN-HOUSE FEASIBILITY STUDY &  
DETAILED DESIGN OF NATIONAL  
HIGHWAY AUTHORITY  
(NHA) PROJECTS**

**Tender No. 6(641-c)**

*(Page 1 to 73)*

**NOVEMBER, 2024**

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

Dated the \_\_\_\_\_

Ref No. \_\_\_\_\_

**LETTER OF INVITATION (LOI)**

To,

All suitable / competent candidates

Gentlemen!

We extend warm welcome to you and invite you for participating in this competition / Assignment. We hope that you will live up to your reputation and provide us accurate information so that the evaluation is carried out "just and transparent". Please understand that the contents of this Request for Proposal (RFP), where applicable, shall be deemed part of the contract Agreement, as and when required to be made. You are also advised to kindly read the RFP thoroughly specially to understand the requirements of terms of reference and the facilities to be offered by the Client and to accordingly propose remuneration rates and direct non-salary costs. In the end, we appreciate your participation and hope that you will feed a precise and complete proposal to merit consideration by NHA.

**General Manager (P&CA)**

National Highway Authority

Ministry of Communications

Government of Pakistan

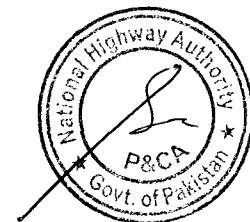
28-MauveArea,G-9/1

P.O. Box No. 1205, Islamabad

Phone: 051-9032727,Fax:051-9260419

Email: [gmpca.nha@gmail.com](mailto:gmpca.nha@gmail.com) ,

Website: [www.nha.gov.pk](http://www.nha.gov.pk)

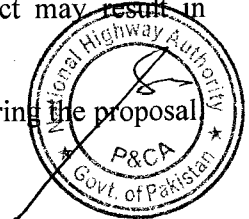


## INSTRUCTIONS TO APPLICANTS (ITA)

### 1. INTRODUCTION

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

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



## 2. RFP DOCUMENTS

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

## 3. PREPARATION OF PROPOSAL

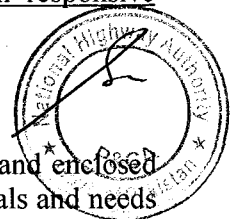
Desiring Candidates will submit a Technical and a Financial Proposal. The proposals shall be written in English language.

### 3.1 Technical Proposal

- 3.1.1 The Technical Proposal should be prepared using the format specified in the RFP Documents. The Technical Proposal shall further include, duly signed and stamped by NHA, Forms TECH-1, TECH-2 and TECH-3 as provided in the RFP. This is a mandatory requirement for evaluation of Technical Proposals and needs to be complied with.
- 3.1.2 The Technical Proposal prepared on the specified format shall be complete including your own documents as listed in the Data Sheet.
- 3.1.3 In preparing the Technical Proposal, you are expected to examine all terms and instructions included in the RFP Documents. **Failure to provide all requested information and your documents shall be at your own risk and may result adversely in scoring of your proposal.**
- 3.1.4 During preparation of the technical proposal, you must give particular attention to your suitability requirements listed in the Data Sheet (**revisit Clause 1.8 above**).
- 3.1.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing any financial information will be treated as non responsive resulting in to rejection of the proposal.

### 3.2 Financial Proposal

- 3.2.1 The Financial Proposal should be submitted using the format specified and **enclosed** with this RFP. This is a mandatory requirement for evaluation of proposals and needs to be filled up carefully. The total cost is to be mentioned in the Form FIN-4 and accordingly in Form FIN-1 too.



- 3.2.2 The Financial Proposal should list the costs associated with the Assignment. These normally cover remuneration for Consultant, his staff and provision of direct non-salary cost items. These costs should be broken into foreign (if applicable) and local costs. The Financial Proposal should be prepared using the formats attached as Forms FIN-1 to FIN-4
- 3.2.3 The Remuneration cost stated in Form FIN-2 accounts for the professional liability as provided under the Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Bye-laws, 1986 (updated till 23-04-2013) and requirement of insurances specified in the Data Sheet in accordance with Procurement of Consultancy Services Regulations, 2010 as notified by the Public Procurement Regulatory Authority (PPRA).
- 3.2.4 Costs may be expressed in currency(s) listed in the Data Sheet.

#### 4. SUBMISSION OF PROPOSALS

- 4.1 You shall submit one original Technical Proposal and one original Financial Proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All Technical Proposals shall be placed in an envelope clearly marked "Technical Proposal" and the Financial Proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the Technical and Financial Proposals shall be prepared in indelible ink and shall be signed by the Candidate. All pages of the Technical and Financial Proposals shall be initialed by the Candidate.
- 4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Candidate. Any such corrections shall be initialed by the Candidate.
- 4.4 The Technical and Financial Proposals complete in all respects shall be delivered on or before the time, on the date, at the location specified in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

#### 5. PROPOSAL EVALUATION

- 5.1.1 A Quality Cost Based Selection (QCBS) procedure shall be adopted in ranking of the proposals. The evaluation of the technical proposals shall be carried out first, followed by the interviews of the Candidates who score at least seventy (70) percent marks in evaluation of technical proposals. The Candidates' technical score ( $S_t$ ) shall be the combined scores achieved in technical proposal evaluation and interview. Candidates shall then be ranked using a combined technical/financial score.



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

## 5.2 Technical Proposal

5.2.1 The evaluation committee appointed by the Client shall carry out its evaluation for the Assignment, applying the evaluation criteria and point system (marks) specified in the Data Sheet. Each responsive/ suitable technical proposal shall be given a score. The Candidate scoring less than seventy (70) percent marks shall be treated as disqualified.

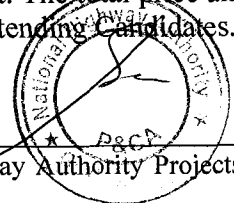
5.2.2 The Client shall notify the Candidates scoring minimum seventy (70) percent marks in the technical proposal evaluation, in writing, by registered letter, cable telex or facsimile and invite them for interview.

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

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

## 5.3 Financial Proposal

5.3.1 The Financial Proposals of the technically qualifying Candidates on the basis of evaluation of technical proposals and interview shall be opened in the presence of Candidates, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of Financial Proposals as indicated in the Data Sheet. The total price and major components of each proposal shall be publicly announced to the attending Candidates.



- 5.3.2 The evaluation committee shall determine whether the Financial Proposals are complete and without computational errors; all errors/discrepancies and deviations from respective Technical Proposals as well as RFP shall be dealt with for subsequent scoring in accordance with procedure and criteria given in Para 5.1.2 herein above. The Candidate with lowest Financial Proposal ( $F_m$ ) among all shall be given a financial score ( $S_f$ ) of 1000 points. The financial scores of the remaining Candidates shall be computed as follows:

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

(F = amount of specific Financial Proposal)

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

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

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

## 6. NEGOTIATION

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

## 7 AWARD OF CONTRACT

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



**DATA SHEET**

ITA Clause No.	DESCRIPTION OF THE CLAUSE
1.1	<p>The name of the Assignment is: <b>Consultancy Services for Design Review, in-house Feasibility Study and Detailed Design of National Highway Authority Projects- Appointment of Expert: Quantity Surveying Specialist</b></p> <p>The Client's name is: <b>National Highway Authority</b></p>
1.2	<b>As per TOR</b>
1.5	<p>Date, Time and Venue for Pre-Proposal Conference:</p> <p><b>Date: 26<sup>th</sup> November, 2024</b>  <b>Time: 1100 hours</b>  <b>Venue: NHA Auditorium (HQ)</b>  National Highway Authority  28, Mauve Area, G-9/1  Islamabad.</p>
1.6	<p>The Client shall provide the following inputs:</p> <p><b>As per TOR.</b></p>
1.8	<p>Minimum requirements for suitability/eligibility of a Candidates who:</p> <p>(a) is Civil Engineer duly registered from PEC as Professional Engineer?</p> <p>(b) Provides affidavit in original (as per format attached at ANNEX-A) bearing the subject with the name of Assignment on Judicial Stamp Paper duly attested by Oath Commissioner (<b>attestation other than Oath Commissioner like Notary Public, Vendors etc. shall not be accepted.</b>) to the effect that the Candidate has never been blacklisted and none of the contracts in which the Candidate was party has been rescinded in the past for non-fulfillment of contractual obligations; and confirms therein his availability as per person-months allocated in TOR.</p> <p>(c) Provides Client's Satisfaction Certificates (Performance Reports) from the respective previous clients of at least three past assignments. [Note: any Candidate who provided services in past to NHA in any capacity shall be disqualified from the Assignment, named under Clause 1.1 above, if any adverse report regarding his previous performance on NHA assignment(s) is received from any quarter of NHA.</p> <p>(d) Provides proposal in hard book binding from duly signed in original (Scanned documents/sign are not acceptable).</p> <p>(e) Provides Forms TECH-1, TECH-2 and TECH-3 duly completed and signed.</p>
3.1.2	<p>Required documents include:</p> <p>a. Copies of CNIC and valid registration of Pakistan Engineering Council.</p> <p>b. Copies of Degree(s) in Engineering and others, Experience Certificates and other Certificates/ Credentials/ Evidence/ Reference/ Contact Person etc. for seeking respective scores during evaluation.</p> <p>c. Other necessary documents including those mentioned in sub-paragraphs (a), (b), (c), (d), and (e) under Clause 1.8 above.</p>
3.2.1	'Consultant' shall be named as:

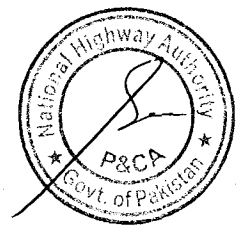
Design Review, In-House Feasibility Study and Detailed Design of National Highway Authority Projects- Appointment of Experts :Quantity Surveying Specialist



	<b>Quantity Surveying Specialist</b>			
3.2.2	Professional liability and insurances: i. The Consultants shall be responsible for Professional Indemnity Bond of the required amount at their own cost. This bond shall be in the joint name of The Consultant and the Client. ii. The Consultant shall be encouraged to insure itself for Hospitalization / Medical as well as Travel and Accident Cover for the duration of the Contract at his own cost. [The details will be provided in the Special Conditions of Contract.]			
3.2.4	Consultant shall quote the rates of remuneration and direct non-salary cost items in <b>Pak. Rupees only.</b>			
4.1	The number of copies of the Proposal required is: Technical Proposal: <b>One Original and Three copies with USB (soft form of complete Technical Proposal) in sealed envelope.</b> Financial Proposal: <b>One Original with USB (soft form of complete Financial Proposal in PDF as well as MS Word/ Excel Forms) in sealed envelope.</b> The address for writing on the proposal: <b>General Manager (P&amp;CA)</b> National Highway Authority 28-MauveArea,G-9/1,Islamabad Phone: 051-9032727, Fax:051-9260419			
4.4	The Date, Time and Location for submission of proposal: Date: <b>12<sup>th</sup> December, 2024</b> Time: <b>1130 hours</b> Location of Submission: <b>NHA Main Auditorium</b> National Highway Authority 27, Mauve Area G-9/1 Islamabad.			
4.5	Validity period of the proposal is: <b>270 days ( Proposal shall be valid for 270 days after the date of submission of proposal).</b> Location for Negotiation is: <b>NHA Main Auditorium</b> National Highway Authority 27, Mauve Area G-9/1 Islamabad.			
5.2	Qualifications, Experience and Evaluation of proposals, & interview, shall be based on the following Criteria:			
	<b>Sr. No.</b>	<b>Component</b>	<b>Description of Criteria and Subdivision of Marks</b>	<b>Marks</b>
	1	<b>Academic Qualification</b>	Minimum: B.Sc. (Civil /Transportation Engineering) Marking: B.Sc. (Engg.) –Up to 70%	<b>150</b>

		<p>B.Sc. (Engg.) with relevant trainings –Up to 80% M.Sc. (in filed relevant to this position)-85 %</p> <p>M.Sc. (in field relevant to this position) with relevant trainings up to 90%</p> <p>Ph.D. (in field relevant to this position)—95%</p> <p>Ph.D. (in field relevant to this position) with relevant trainings up to 100%</p> <p>In case of any foreign qualification, (on provision of degree duly certified by HEC), 5% additional marks shall be given.</p>	
2	<b>Specific Experience</b>	<p><b>Marking:</b></p> <p>(a) Minimum: 20 years' experience in reviewing and developing BoQs and Engineer Estimates for road infrastructure project.</p> <p>20 years – up to 70%</p> <p>&gt;20 &amp; &lt; 25 years – up to 80 %</p> <p>&gt;25 &amp; &lt; 30 years – up to 90 %</p> <p>&gt;30 years – up to 100 %</p> <p>The above marking will take into account number of years in conjunction with quality of experience and provision of attested copies of experience certificates etc.</p>	200
		<p>(b) Design and design review of National Highway/ Motorway Projects (length&gt; 25 KM) as Quantity Surveying Specialist based on number of assignments.</p> <p>10 Projects -- up to 70%</p> <p>&gt;10 &amp; &lt; 15 Projects - up to 80 %</p> <p>&gt;15 &amp; &lt; 20 Projects – up to 90 %</p> <p>&gt;20 Projects -- up to 100 %</p>	200
		<p>(c) International experience Quantity Surveying Engineer/ Specialist (<i>proof/ experience certificates must be attached</i>)</p>	100
		<p>(d) Experience on National Highways and Motorways etc.</p>	50
3	<b>Interview</b>	<p>Candidate(s) securing minimum cumulative 70% marks ( i.e. 490) against Sr. No. 1 to 2 will be called for interview. The candidate(s) appearing for interview will be required to secure minimum 70 % marks (i.e. 210) in the interview.</p> <p><b>Note: Familiarity with relevant standards, specifications and software etc. as per the TOR will be checked at the time of Interview.</b></p>	300
4	<b>Note</b>	<p>All experience should be post- qualification and substantiated with client's Certificates(s). Candidates securing less than 70% marks against Qualification &amp; Specific Experience and Interview, independently shall be disqualified and their financial proposals will be returned un-opened.</p>	

	The Quantity Surveying Specialist will act as Team Leader. He/she will appoint their supporting staff (Key & Non-Key) under relevant provisions of TOR with mandatory prior formal approval of NHA.
5.3.1	The date, time and address of the Financial Proposal opening are:  <b>The information will be communicated after evaluation, approval of Technical Proposals and interviews.</b>
5.3.3	The weights given to the Technical and Financial Proposals are:  <b>Technical: 80%</b> <b>Financial: 20%</b>
6.1	Add following at the end of this para:  Negotiation meeting will be called if required by the Client.
7.2	Expected Date and location to commence the Assignment:  <b>Date: March 2025 (tentative)</b>



# TECHNICAL PROPOSAL FORMS



## TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sir:

I, the undersigned, offer to provide the consulting services as **Quantity Surveying Specialist** in accordance with your Request for Proposals dated [Insert Date]. I am hereby submitting my Proposal sealed in envelope.

I hereby declare that:

- (a) All the information and statements made in this Proposal are true and I accept that any misinterpretation or misrepresentation contained in this Proposal may lead to my disqualification and I may be sanctioned by the Client.
- (b) I have no conflict of interest in accordance with ITA Clause 1.9.
- (c) I meet the eligibility requirements as stated in Data Sheet Clause 1.8.
- (d) I have not prepared the TOR for this Consultancy Services.
- (e) My Proposal shall be valid up to expiration of the validity period i.e. the date indicated in Clause 4.5 of the Data Sheet *(or the date extended with the written consent of consultant in case of delay in procurement process)*.
- (f) My Proposal is binding upon me and subject to any modifications resulting from the Contract negotiations.

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

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

I remain,

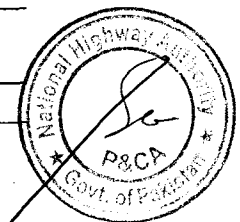
Yours sincerely,

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

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

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

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



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

1. Name of Candidate: \_\_\_\_\_
2. Date of Birth: \_\_\_\_\_
3. Nationality: \_\_\_\_\_
4. CNIC Number (**Attach a copy**): \_\_\_\_\_
5. Email Address: \_\_\_\_\_
6. Cell Number: \_\_\_\_\_
7. Name of current employer, if any: \_\_\_\_\_
8. Procedure for Availability as **Quantity Surveying Specialist**, if selected: \_\_\_\_\_
9. Membership in Professional Societies: \_\_\_\_\_  
(Membership of PEC is Mandatory - **Attach valid certificate**)
10. Detailed Tasks to be Assigned (TOR): \_\_\_\_\_
11. Key Qualifications:

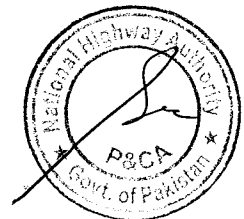
[Give an outline of your experience and training most pertinent to the Tasks. Describe degree of responsibility held by you on relevant previous assignments and give dates and locations. Use up to one page].

12. Academic Qualifications: (Education)

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

13. General and Specific Experience: (Employment Record)

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



## 14. Languages

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

## 15. Certification

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

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

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

\_\_\_\_\_  
Signature of the Candidate

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

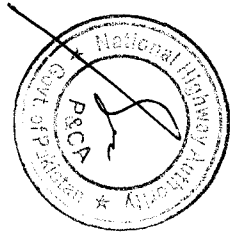
**Note: copy or scanned signatures are not allowed**



**Form TECH-3**

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

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





# FINANCIAL PROPOSAL FORMS



**Form FIN-1****FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

I, the undersigned, offer to provide the consulting services for **Quantity Surveying Specialist** in accordance with your Request for Proposal dated [Insert Date] and my Technical Proposal.

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

My Financial Proposal shall be binding upon me subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 4.5 of the Data Sheet (*or the date extended with the written consent of consultant in case of delay in procurement process*).

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

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

I remain,

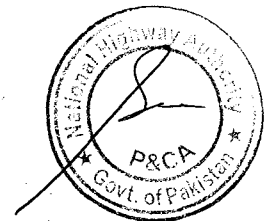
Yours sincerely,

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

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

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

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

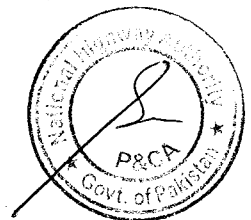


**ESTIMATED SALARY COSTS / REMUNERATION**

Sr. No.	Position	Name	Staff-Months	Monthly Billing Rate (PKR)	Total Amount
<b>A. Key Staff</b>					
1.	QS Specialist (Team Leader)		1x24		
2.	Quantity Surveyors	TBN	2x24		
<b>Sub-Total (A):</b>					

## Note:

1. Above remuneration includes, in addition to basic salary, House hiring, all type of leaves, Utilities allowance, Communication charges (including mobile and landline telephone at residence) and medical allowances.
2. Above remuneration accounts for the professional liability as provided under the Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Bye-laws, 1986 (updated till 23-04-2013) and requirement of insurances specified in the Data Sheet in accordance with Procurement of Consultancy Services Regulations, 2010 as notified by the Public Procurement Regulatory Authority.
3. Above remuneration rate is inclusive of all applicable Federal, Provincial and Local taxes (including GST).
4. Qualification and experience requirements of TBN Key Staff are provided in the TOR.
5. All amounts quoted must be in Pak. Rupees only.

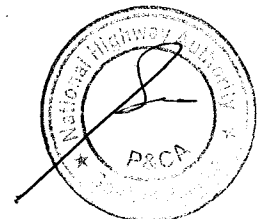


## ESTIMATED SALARY COSTS / REMUNERATION

Sr. No.	Position	Nos.	Staff-Months	Monthly Billing Rate	Total Amount
<b>B. Non-Key Staff</b>					
2.	CAD/Computer Operators	1	24		
3.	Office Boy	1	24		
<b>Sub-Total (B):</b>					

Note:

1. Above remuneration rate must be inclusive of all applicable Federal, Provisional and Local taxes including GST.
2. The Consultants are required to quote the rates of Non-keys/Support Staff given in the TOR in above table keeping in view the latest /prevailing notification for minimum wages (i.e., Basic Salary) issued by the concerned Labor and Manpower departmental /Ministry.
3. All amounts quoted must be in Pak. Rupees only.

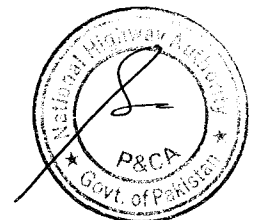


## Form FIN-3

**DIRECT (NON-SALARY) COSTS**

Sr. No.	Nomenclature	Unit	Quantity / Months	Unit Rate (Rs.)	Total Amount (Rs.)
1.	Rent for office Accommodation	LS	24		
2.	Office Utilities cost	LS	24		
3.	Cost/rental of furniture /furnishings	LS	24		
4.	Cost/rental of furniture/ other equipment:			-	-
	i) Computers and Accessories	LS	24		
	ii) Photocopy Machines				
	iii) Transport Vehicles (rental) for Key Staff				
5.	Office /Drafting Supplies	LS	24		
6.	TA/DA for Site Visits (Key Staff Only):	Provisional Sum			2,000,000
	a) Traveling Allowance:				
	(i) Travel by air, Air ticket of economy class as per actual.				
	(ii) Travel by road, Rs.30/Km+ toll tax on actual				
	b) Daily Allowance				
	(i) Fixed for QS Specialist @7500/- per day.				
	(ii) Fixed for the remaining Key Staff @ RS.5000/- per day				
7.	Contingencies and Annual Price Adjustment	Provisional Sum			1,000,000
<b>Sub Total (C):</b>					
<b>GRAND TOTAL (A+B+C)</b>					

1. Above Direct (Non-Salary) must be inclusive of all applicable Federal, Provisional and Local taxes including GST.
2. Payment against Provisional Sum shall be made with the prior approval of GM (Design).
3. All amounts quoted must be in Pak. Rupees only.

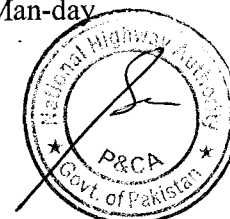


## SUMMARY OF COST OF THE CONSULTANT

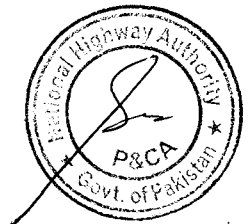
Sr. No.	Description	Amount (Pak Rs.)
1.	Salary Cost / Remuneration	Key Staff
		Non-Key Staff
2.	Direct (Non-Salary) Cost	
3.	<b>Grand Total (inclusive of all taxes) <sup>(1)</sup></b>	

## Note:

1. This cost is supposed to be built up in bid price and if anything is left blank it shall be deemed to be included in the cost. For evaluation purpose, only competitive cost shall be considered for calculation for financial score.
2. The dues and salaries of staff are payable by the consultant in time and not later than 10<sup>th</sup> of the following month positively. In case of failure to do so Client shall intervene and pay these dues and salaries of the concerned Personnel and deduct form the invoice of the consultant at actual charges paid plus 1% of the amount. This will also be accounted for adversely in making assessment of the consultants in the next evaluation process for selection of consultants with report of such defaults.
3. Any Omission or arithmetical error made by the consultants in entering the amount against item 3 above shall also be rectified during evaluation of the Financial Proposal. Deduction of GST will be as per prevailing rules and regulations.
4. The grand total is inclusive of all the applicable Federal, Provisional and Local taxes including GST. All these taxes are required to be built-in the quoted rates.
5. For expenditures incurred by the Consultant on travelling by air/road or own transport for out-of-station visits, the Consultant shall be entitled for reimbursement by NHA against the production of original bills/vouchers/receipts/tickets in the subsequent monthly invoice.
6. All payments due under the contract shall be paid in Pakistani Rupees.
7. Payments to the Personnel of the Consultants shall be made on a Man-day basis as invoiced by the Consultant and verified by NHA.



**APPENDIX A**  
**TERMS OF REFERENCE**  
**(TOR)**

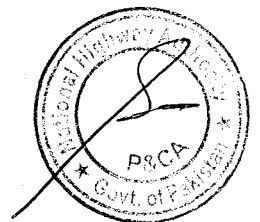


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**Consultancy Services**  
**as**  
**Quantity Surveying Specialist**

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## 1. INTRODUCTION

The National Highway Authority (NHA) is seeking to engage a qualified and experienced Consultant to carry out expert review of Bills of Quantities (BoQs) and Engineer's Estimates etc. for various projects. The Consultant will also be involved in the development of BoQs and Engineer's Estimates etc. for the in-house designed projects and provide any other related services pertaining to quantity surveying (QS) and estimation. The Consultant's team will comprise key and non-key Staff. The key staff will include QS Specialist / Team Leader and Quantity Surveyors (02 nos.). The non-key staff will include CAD Operator and Office Boy.

## 2. SCOPE OF SERVICES

The scope of services includes (but not limited to) the following:

### 2.1 Review of BoQs and Engineer's Estimates etc.:

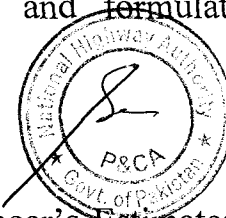
- a. Conduct thorough reviews of BoQs, Engineer's Estimates, Appendix-C to Bid, Takeoff Sheets, non-BoQ items etc.
- b. Conduct thorough reviews of Variation Orders (if any).
- c. Ensure compliance with industry standards, specifications, project requirements, and NHA's requirements.
- d. Identify discrepancies, errors, or omissions and provide detailed feedback for necessary corrections.
- e. Undertake project visits as necessary during the review process to assess on-site conditions and validate quantity surveying information; document findings and communicate appropriate recommendations.

### 2.2 Development of BoQs and Engineer's Estimates etc.:

- a. Prepare accurate & comprehensive BoQs, Engineer's Estimates, Appendix-C to Bid, Takeoff Sheets, rate analysis of non-BoQ items etc. for in-house designed projects.
- b. Collaborate with relevant teams to gather project information, specifications, and design details.
- c. Ensure that all cost elements are accurately captured and accounted for in the estimates.
- d. Undertake project visits as necessary during the BoQ/Estimate development process to assess on-site conditions and formulate BoQ/Estimate accordingly.

### 2.3 Other Services:

- a. Provide any other pertinent services required by NHA.
- b. Develop typical templates for review of BoQs, Engineer's Estimates, Appendix-C to Bid etc.



- c. Respond to queries, clarifications, and provide technical expertise related to quantity surveying and estimation.
- d. Provide at least five (05) capacity development trainings to the Engineer officers of NHA in the field of Quantity Surveying. Each training will have a duration of at least two (2) days and the venue will be NHA HQs Islamabad. Proposed training schedules and contents will be prepared by the Specialist and submitted to GM(Design) positively within four (04) weeks of commencement of services.

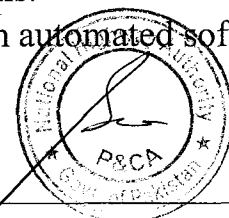
### 3. QUALIFICATIONS AND EXPERIENCE

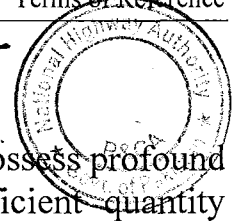
**3.1** The **QS Specialist** should possess the following qualifications and experience:

- Minimum bachelor's degree in civil/transportation engineering. Preference will be given to master's and higher degree in civil/transportation engineering with specialization in the field relevant to this position.
- Proven specific experience of at least twenty (20) years in reviewing and developing BoQs and Engineer's Estimates for road infrastructure projects. Preference will be given to international experience. Preference will also be given to experience on National Highways and Motorways etc.
- Familiarity with relevant national and international standards and specifications.
- Strong analytical and problem-solving skills.
- Excellent communication and report writing skills.
- Excellent skills and hands on experience in automated software-based calculation of quantities.

**3.2** The **Quantity Surveyors** (who will assist the QS Specialist) should possess the following qualifications and experience:

- Minimum BTech or DAE (Civil). Preference will be given to bachelor's degree in civil/transportation engineering.
- Proven specific experience of at least ten (10) years in reviewing and developing BoQs and Engineer's Estimates for road infrastructure projects. Preference will be given to experience on National Highways and Motorways etc.
- Familiarity with relevant national and international standards and specifications.
- Strong analytical and problem-solving skills.
- Excellent skills and hands on experience in automated software-based calculation of quantities.





#### **4. ACQUAINTANCE WITH SOFTWARE APPLICATIONS**

The QS Specialist sought for engagement by the NHA should possess profound acquaintance with relevant software applications essential for efficient quantity surveying and estimation processes. Proficiency in industry-standard software such as *CostX*, *BuildSoft*, and *Cubit* is imperative to facilitate accurate and streamlined measurement and costing procedures. Additionally, familiarity with Building Information Modeling (BIM) software like Revit, AutoCAD Civil 3D, AutoCAD InfraWorks etc. is desired, as it enables the integration of 3D modeling and quantity takeoff, enhancing precision in estimating quantities and costs.

#### **5. DURATION OF ENGAGEMENT**

The engagement will be for a period of twenty-four (24) months. However, the Specialist and his team will remain on probation for an initial six (6) months. NHA will reserve the right to rescind the contract if the performance is not found satisfactory.

#### **6. REPORTING OFFICER**

The Specialist / Team Leader will report to the office of GM(Design). However, the Specialist and his team will be obligated to provide services to all other relevant offices including but not limited to the office of GM(RAMD).

#### **7. PROGRESS REPORTS**

The Specialist will be required to submit a detailed Monthly Progress Report (two hard copies & soft copy) along with each monthly invoice. The Progress Report should encompass a comprehensive overview of the undertaken tasks, insights from project visits, and any other services rendered. Furthermore, a consolidated Progress Report (five hard copies & soft copy) will also be furnished as & when the final monthly invoice is submitted to NHA. This consolidated Report should encapsulate the entirety of the specialist's contributions during the contract period.

#### **8. INVOICES**

The Specialist will be required to submit monthly invoice to the office of GM(Design) along with Monthly Progress Report. The office of GM(Design) will forward the invoice and attachments to GM(RAMD) for further processing.

#### **9. PERFORMANCE RATING**

Performance will be assessed by the office of GM(Design) as well as GM(RAMD) based on the accuracy, efficiency, and swiftness of reviews, proficiency in the in-house estimates, ability to identify and address discrepancies, and efficiency in responding to requirements of NHA.

## 10. RECORD KEEPING

The Specialist will be obligated to uphold a meticulous record-keeping practice by maintaining both digital & physical copies of all the work conducted throughout the duration of the contract. All the records (digital & physical copies) will be submitted to NHA along with the final invoice.

## 11. FUTURE ASSISTANCE

The Specialist and his entire team will be obligated to provide full cooperation and assistance to the NHA in any inquiries, investigations, audits, or reviews, both during and after the completion of the contract. This includes furnishing relevant documentation, offering clarifications, and participating in any necessary discussions to ensure transparency, accountability, and compliance with regulatory standards.

## 12. MISCELLANEOUS

- a. The Consultant will be required to set up office in close vicinity of NHA HQs Islamabad (within 5 Km radius) to ensure immediate and timely response to NHA's requirements.
- b. The Consultant (QS Specialist and all the remaining staff) will work full-time exclusively for NHA and will not provide services to any other Client in any capacity.
- c. Any hardware acquired under this contract will become property of NHA and same will be handed over to NHA in its entirety and perfectly operational, as & when directed by NHA. This is a mandatory requirement failing which final invoice will not be cleared/paid.
- d. Site visits will be carried out with prior formal approval of GM(Design).
- e. TA/DA will only be payable to key staff. NHA will pay TA/DA directly to the concerned key staff.

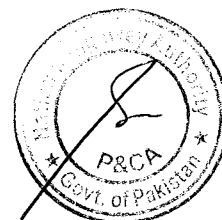
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## APPENDIX B

### (List of Supporting Documents)

Sr. No.	Description	Page No.
1.	Valid Registration Certificate of Pakistan Engineering Council.	
2.	Degrees of relevant education qualifications.	
3.	Experience Certificates /Client's satisfaction certificates	
4.	Affidavit on Stamp Paper duly attested by the Oath Commissioner to the effect that the Individual Consultant has neither been blacklisted nor any contract rescinded in the past for non-fulfillment of contractual obligations.	
5.	Affidavits for availability for subject assignment	
6.	Power of attorney or authorization letter of authorized person (if any)	
7.	Declaration of Ultimate Beneficial Owners Information of Public Procurement Contracts	
8.	Proof of active payer list of FBR and valid NTN No.	
9.	Any other document	

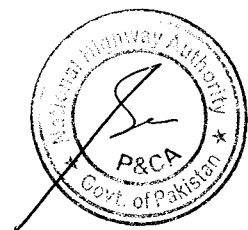


## APPENDIX C

### CLIENT'S REQUIREMENTS FROM THE CANDIDATE

Some important requirements are:

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



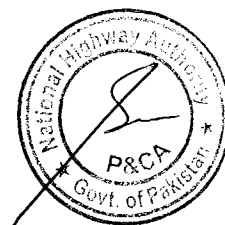
## APPENDIX-D

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

Based on PEC

**STANDARD FORM OF CONTRACT  
FOR  
ENGINEERING CONSULTANCY SERVICES  
(For Large Projects)**

**TIME BASED ASSIGNMENTS**



**Contract for Engineering Consultancy Services  
(Time Based)**

Between

\_\_\_\_\_

(NAME OF CLIENT)

And

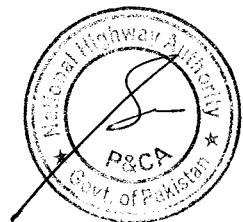
(NAME OF THE CONSULTANT)

For

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

OF \_\_\_\_\_ (NAME OF ASSIGNMENT)

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





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- I. FORM OF CONTRACT**
- II. GENERAL CONDITIONS OF CONTRACT**
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  - 1.1 Definitions
  - 1.2 Law Governing the Contract
  - 1.3 Language
  - 1.4 Notices
  - 1.5 Location
  - 1.6 Authorized Representatives
  - 1.7 Taxes
  - 1.8 Leader of Joint Venture
  - 1.9 Relation between the Parties
  - 1.10 Headings
- 2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT**
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- 3.6 Consultants' Actions Requiring Client's Prior Approval
- 3.7 Reporting Obligations
- 3.8 Documents Prepared by the Consultants to be the Property of the Client
- 3.9 Equipment and Materials Furnished by the Client
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- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel
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#### **5. OBLIGATIONS OF THE CLIENT**

- 5.1 Assistance, Coordination and Approvals
  - 5.1.1 Assistance
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  - 5.1.3 Approvals
- 5.2 Access to Land
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- 6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)
- 6.3 Currency of Payment
- 6.4 Mode of Billing and Payment
- 6.5 Delayed Payments
- 6.6 Additional Services
- 6.7 Consultants' Entitlement to Suspend Services

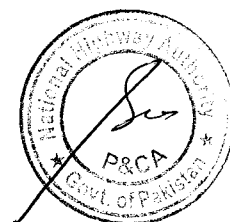
#### **7. FAIRNESS AND GOOD FAITH**

- 7.1 Good Faith
- 7.2 Operation of the Contract

#### **8. SETTLEMENT OF DISPUTES**

- 8.1 Amicable Settlement
- 8.2 Dispute Settlement

#### **9. INTEGRITY PACT**



**10. THE RIGHTS AND DUTIES OF THE CONSULTANTS**

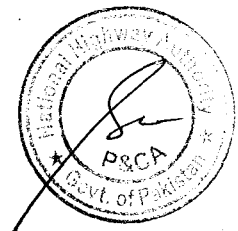
- 10.1 Obligations
- 10.2 Indirect payments
- 10.3 Royalties
- 10.4 Provision of Expert Technical Advice
- 10.5 Penalty

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

**IV. APPENDICES**

- Appendix A- Description of the Services
- Appendix B- Reporting Requirements
- Appendix C- Client's Requirements from The Candidate
- Appendix D- Copy of Model Agreement
- Appendix E- Integrity Pact

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



**FORM OF CONTRACT**

- [Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.
2. In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.
3. All notes should be deleted in the final text.]

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

(hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

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

**WHEREAS**

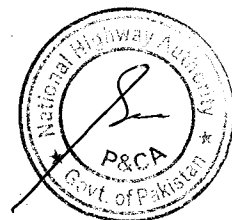
- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills,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

NOW THEREFORE the Parties hereby agree as follows:

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

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

- Appendix A: Description of Services  
 Appendix B: Reporting Requirements  
 Appendix C- Client's Requirements from The Candidate  
 Appendix D- Copy of Model Agreement  
 Appendix E- Integrity Pact



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

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

For and on behalf of

\_\_\_\_\_

(CLIENT)

Witness

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

(CONSULTANTS)

Witness

Signatures \_\_\_\_\_

Name \_\_\_\_\_

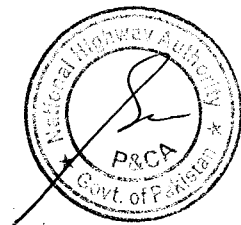
Title \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Seal)



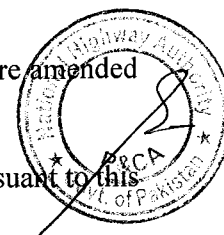
## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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



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

## 1.2 Law Governing the Contract

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

## 1.3 Language

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

## 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorised Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorised Representative specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## 1.5 Location

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

## 1.6 Authorised Representatives

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

## 1.7 Taxes

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



**1.8 Leader of Joint Venture**

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

**1.9 Relation between the Parties**

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

**1.10 Headings**

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

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

**2.1 Effectiveness of Contract**

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

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

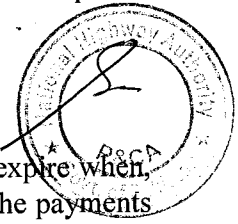
If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event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

**2.3 Commencement of Services**

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

**2.4 Expiration of Contract**

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services





shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

## 2.5 Modification

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

## 2.6 Extension of Time for Completion

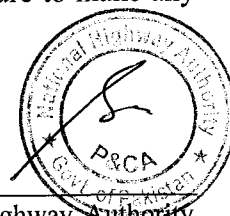
If the scope or duration of the Services is increased:

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

## 2.7 Force Majeure

### 2.7.1 Definition

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



### 2.7.2 No Breach of Contract

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

### 2.7.3 Extension of Time

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

### 2.7.4 Payments

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

### 2.8 Suspension of Payments by the Client

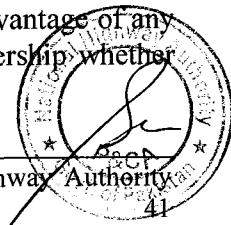
The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify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

### 2.9 Termination

#### 2.9.1 By the Client

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;



- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

### 2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

### 2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.



#### 2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

#### 2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraphs (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. OBLIGATIONS OF THE CONSULTANTS

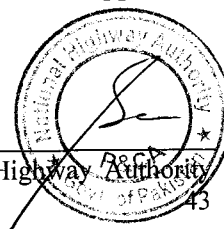
#### 3.1 General

##### 3.1.1 Standard of Performance

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

##### 3.1.2 Law Governing Services

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



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

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

### 3.3 Confidentiality

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

### 3.4 Liability of the Consultants

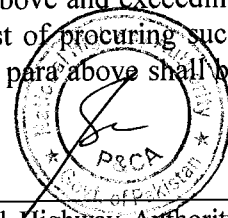
The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

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



**3.5 Other Insurances to be Taken out by the Consultants**

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

**3.6 Consultants' Actions Requiring Client's Prior Approval**

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

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

**3.7 Reporting Obligations**

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

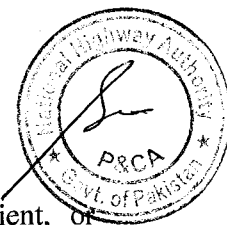
**3.8 Documents Prepared by the Consultants to be the Property of the Client**

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

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

**3.9 Equipment and Materials Furnished by the Client**

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



in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

### **3.10 Accounting, Inspection and Auditing**

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

## **4. CONSULTANTS' PERSONNEL AND 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**

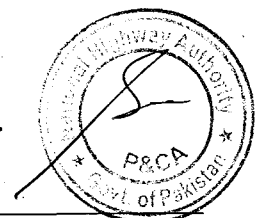
- (a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth 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 Sub-Clause 6.1(a) of this Contract.

### **4.3 Approval of Personnel**

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

### **4.4 Working Hours, Leave, Overtime, etc.**

Working Hours for Key Personnel are set forth in Appendix-C hereto.



Except for the staff covered—under—reimbursable—direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the 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; (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds 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 Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 Resident Engineer**

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





## 5. OBLIGATIONS OF THE CLIENT

### 5.1 Assistance, Coordination and Approvals

#### 5.1.1 Assistance

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

- (a) provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other 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:

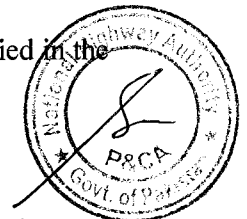
- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) coordinate with any other consultants employed by him.

#### 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 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

### 5.4 Services and Facilities

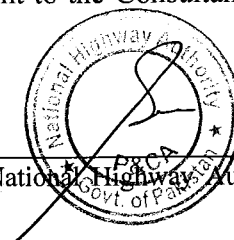
The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Sub-Clause 6.1(b) hereinafter.

### 5.5 Payments

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

### 5.6 Counterpart Personnel

- (a) If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.



## 6. PAYMENTS TO THE CONSULTANTS

### 6.1 Cost Estimates, Ceiling Amount

- (a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (b) Notwithstanding Sub-Clause 6.1(a) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/ or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration not envisaged in the cost estimates referred to in Sub-Clause 6.1 (a) above, and the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- (c) Notwithstanding Sub-Clause 6.1(b) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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



### 6.3 Currency of Payment

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

### 6.4 Mode of Billing and Payment

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

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

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

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

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



- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty-six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty-six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty-six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted 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.

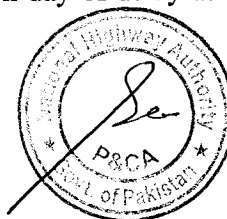
#### 6.5 Delayed Payments

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

#### 6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;



- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of client's instructions.

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

#### **6.7 Consultants' Entitlement to Suspend Services**

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

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

### **7. FAIRNESS AND GOOD FAITH**

#### **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 Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.



## 8. SETTLEMENT OF DISPUTES

### 8.1 Amicable Settlement

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

### 8.2 Dispute Settlement

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

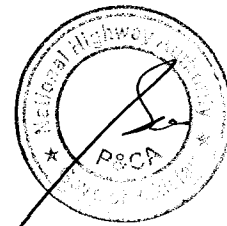
Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

## 9. INTEGRITY PACT

9.1 If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.



### III. SPECIAL CONDITIONS OF CONTRACT

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

#### 1.1 Definitions

(p) "Project" means: *Design Review, In-House Feasibility Study and Detailed Design of National Highway Authority Projects-Appointment of Experts: Quantity Surveying Specialist*

#### 1.2 Law Governing the Contract

All Personnel shall all times endeavor to observes and respect all laws, rules, regulations and customs prevailing within the Islamic Republic of Pakistan.

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

**General Manager (Design)**  
National Highway Authority  
Plot No. 27, Mauve Area, G-9/1  
P. O. Box 1205, Islamabad

For the Consultant:

**(To be finalized during Contract Negotiation)**

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

Telephone: \_\_\_\_\_

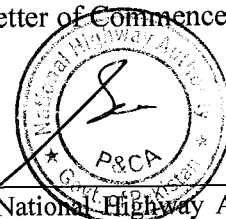
Email: \_\_\_\_\_

#### 1.7 Taxes

Payment of Taxes will be the responsibility of the Consultants in accordance with Pakistan Tax Laws.

#### 2.1 Effectiveness of Contract

This Contract shall come into effect after issuance of the Letter of Commencement by the Client.





## 2.2 Termination of Contract for Failure to Become Effective

The time period shall be one hundred twenty (120) days or such other time period as the Parties may agree in writing.

## 2.3 Commencement of Services

The Consultant shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

## 2.4 Expiration of Contract

The period of completion of Services shall be **Twenty-Four (24)** months from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed in 12 months after Commencement.

"Completion of Services" means having provided consultancy services as Design Review, In-House Feasibility Study and Detailed Design of National Highway Authority Projects-Appointment of Experts: Quantity Surveying Specialist for a period of **twenty-four (24)** months.

## 2.7.4 Payments

Following text is added at the end of the para:

“excluding overheads and profits”

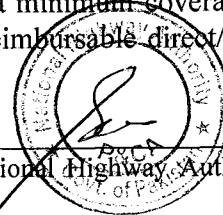
## 3.4 Liability of the Consultants

In addition to GC, the Consultant shall be held liable for all losses or damages suffered by the Client on account of any misconduct and unsatisfactory performance by the Consultants in performing the Services. The Consultant shall be liable for consequence of errors and omissions on their part and the extent of such liability shall be twice the Remunerations (excluding reimbursable direct/non-salary costs) under the Contract.

## 3.5 Insurance to be taken out by the Consultants

The risks and the coverages shall be as follows:

- (a) Third Party liability insurance with a minimum coverage of **Pak. Rupees One Million (Rs.1,000,000/-)**.
- (b) Professional liability insurance at its own cost, with a minimum coverage of **not less than twice the Remuneration** (excluding reimbursable direct/ non-salary costs).



### 3.7 Reporting Obligations

Moreover, along with the hard copies “contractor/ consultant” etc must provide duly certified Soft/ scanned copies of the all the documents prepared/ used/ referred etc during the contract period. The soft/ scanned copies shall be stored in the appropriate storage media like external hard disk in a secure and structured manner. The scanned copies must have proper file names/ titles etc. in appropriate folders for quick retrieval. The soft/ scanned copies provided by the contractor/ consultant must have third party certification and traceability.

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

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

### 5.4 Working Hours, Leave, Overtime, etc.

The Client shall not reimburse overtime payments to any Personnel provided by the Consultants. The Financial Proposal submitted by the consultants is deemed to have covered it under Overhead costs of the firm.

#### 5.1.1 Assistance

The Client shall make available from time to time after the Commencement Date, the documents required by the Consultant to perform in accordance with Appendix – A: “Description of Services”.

This list if warranted shall be supplemented subsequently.

#### 5.1.2 Coordination

The departments and agencies include but not limited to Ministry of Communications and Pakistan Engineering Council.

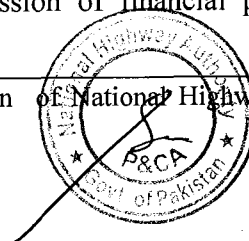
#### 5.1.3 Approvals

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultant.

### 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:

Remuneration paid in local currency pursuant to the billing rates agreed for each person shall be adjusted in July of every year (and, for the first time, with effect from the remuneration earned in July following submission of financial proposal) by considering following formula:



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

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

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

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

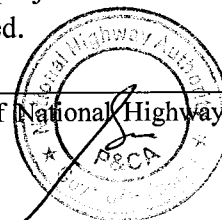
The Remuneration rates have been agreed upon based on the representation made by the Consultants during finalization of this contract with respect to the Consultants' costs and charges as referred above as such representations are evidence by the form "Breakdown of Agreed Fixed Rates in Consultants'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

Remuneration for periods of less than on month shall be calculated on hourly basis for the time spent by the Head Office Staff or project Office Staff and directly attributable to the Services (One hour being equivalent to 1/70 of month) and on calendar day basis for time spent by the Site Office (One day being equivalent to 1/30<sup>th</sup> of a month)

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

Direct Non-Salary Costs are such incurred non-salary costs which are directly allocable to specific engagement and project. These costs include but are not limited to the following:

- (i) Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses indefinable to specific projects for which special facilities other than head office of the firm arranged.



- (ii) Provision of Labor work charges 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 bidding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in sub-clause 3.4.
- (vi) Identifiable drafting supplies and office supplies and expenses charged to the employer's 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.

### 6.3 Currency of Payment

6.3(b) Remuneration for local personnel shall be paid in local currency (Pakistani Rupees).

The reimbursable direct cost expenditures in local currency (Pakistani Rupees) shall be as stated in Appendix-E.

### 6.4 Mode of Billing and Payment

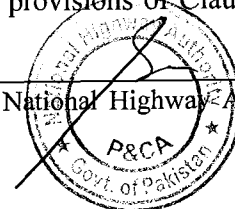
Sub-Clause GC 6.4 is deleted and substituted as under:

6.4.1 The Client shall affect payments to the Consultant in accordance with the payment schedules and in the manner set forth in Appendices-D & E as per NHA accounts procedure.

6.4.2 Amounts due to the Consultants shall be paid within thirty (30) calendar days from the date of submission of its invoice.

An affidavit or certificate for salary payment of personnel and all other charges will be furnished to the Client by the Consultants.

6.4.3 If the item or part of an item of an invoice submitted by the Consultants is disputed or subject to question by the Client, the payment of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of Clause 6.4.2



shall apply to such remainder and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to the Consultants.

- 6.4.4 The Consultants will be required to submit, as much as available records of the work carried out under this Contract.

The Client may audit accounts, as much as are available with the Consultants, for the Services provided by the Consultants under this Contract. Should any error be found, this shall be called to the attention of the Consultants and if so it shall be adjusted accordingly.

Advance written notice of not less than seven (7) working days shall be given to the Consultants, by the Client, of such audit which shall be carried out during normal working hours at the place where the records are maintained. Such records shall be kept for a period not less than three (3) years from the completion of the Services or termination of Contract pursuant to provisions hereof, to facilitate any questions arising from the Client's Audit.

- 6.4.5 Account number for payment (against an Invoice) to the Consultants, is given below:

Title of Account: .....  
 Account Number: .....  
 Branch Code:.....  
 Bank Name:.....  
 Bank Address: .....  
 NTN No.....

## 6.5 Delayed Payments

The compensation on delayed payments for local currency (Pakistani Rupees) shall be as follows:

For local currency (Pak. Rupees) = eight percent (8%) per annum.

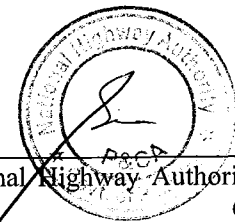
## 6.6 Additional Services

The Consultants shall be prepared at any time during the contract to provide expert technical advice and skill to the client who may ask and seek such as assistance in respect of the Project. The Consultants shall be separately compensated for all such services not covered in the original Services.

## 10. Priority of Documents

Following is to indicate priority of documents forming part of this Contract to resolve an ambiguity or non-clarity in the provision.

- Contract Agreement;
- Minutes of Negotiation Meeting;



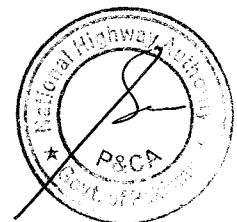
- The Special Conditions of Contract;
- The General Conditions of Contract;
- Minutes of Pre-Proposal Meeting and Addendums (if any);
- Scope of Services/Terms of Reference;
- Any other document including Integrity Pact.

#### 11. Royalties

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

#### 12. Delay Damages

The Consultants shall be liable for delay in providing the Services within the time frame as per the Contract; failure to comply with the schedule of delivery, due to fault of the Consultants, will attract delay damages which shall be levied @ one twentieth percent (0.05%) per day of the consultancy fee pertaining to the relevant component of the Services beyond the schedule: Provided that the total delay damages shall not exceed ten percent (10%) of the total consultancy fee and that the delay damages may be waived off only if the Consultants catch up the delays by providing final delivery within the time frame and there were no adverse affects caused to the Client's or Project's downstream activities.



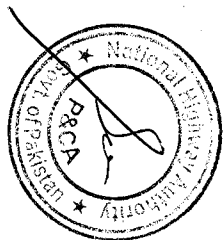
**MODEL FORM**

**Breakdown of Agreed Fixed Rates in Consultants' Contract**

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

		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Hour	Social Charges (% of 1)	Overhead (% of 1&2)	Subtotal	Fee (% of 4)	Overseas/field Allowance (% of 1)	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate (% of 1)

(Expressed in \_\_\_\_\_ (name of currency) \_\_\_\_\_)

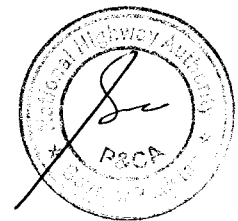



Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date \_\_\_\_\_

## IV APPENDICES

SAY NO TO CORRUPTION



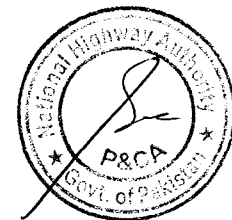


## **Appendix-A**

### **Description of the Services**

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

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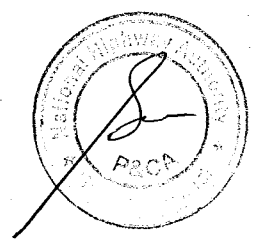
## Appendix-B

### Reporting Requirements

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

(as per TOR)

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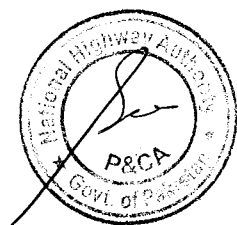


## Appendix C

### Key Personnel and Sub consultants

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

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## Appendix-D

### Breakdown of Contract Price in Foreign Currency

[List hereunder cost estimates in foreign currency:

1. (a) Monthly rates for foreign personnel (Key Personnel including Specialist Sub consultant, if any, and other Personnel)

(b) Total Remuneration of Staff (on the basis of monthly rate)

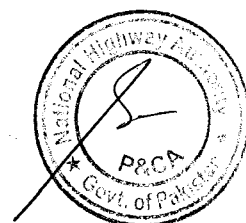
2. Direct costs (non-salary costs);

Direct Non-Salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. These costs include but are not limited to the following:

- (i) Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- (ii) Provision for labor work charge establishment.
- (iii) Daily and traveling 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 GC 3.4.
- (vi) Identifiable drafting supplies and office supplies and expenses charged to the employer's work, as distinguished from such supplies and expenses applicable to several projects.
- (vii) Identifiable reproduction cost applicable to the work such as blue printing, Photostating, mimeographing, printing, binding etc.

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

3. Sub-total, remuneration and reimbursable non-salary direct costs = (1+2)
4. Contingencies, if any
5. Total = (3+4)



## Appendix-E

### Breakdown of Contract Price in Local Currency

[List hereunder cost estimates in foreign currency:

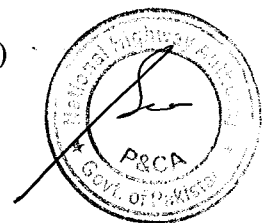
1. (a) Monthly rates for Local personnel (Key Personnel including Specialist Sub consultant, if any, and other Personnel)
- (b) Total Remuneration of Staff (on the basis of monthly rates)
2. Direct costs (non-salary costs);

Direct Non-Salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. These costs include but are not limited to the following:

- (i) Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- (ii) Provision for 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 GC 3.4.
- (vi) Identifiable drafting supplies and office supplies and expenses charged to the employer's 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.

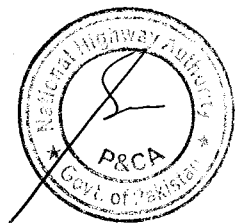
(The detail of the cost estimates to be provided on the additional pages).

3. Sub-total, remuneration and reimbursable non-salary direct costs = (1+2)
4. Contingencies, if any
5. Total = (3+4)



## Notes:

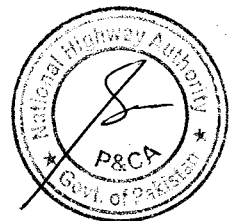
- A. Elements of the salary costs and billing rates for the relevant salary grades shall also be included in this Appendix.
- B. Estimate will include the following items as applicable:
1. Remuneration, i.e. staff costs based on monthly billing rates of the staff, and contingencies if any, excluding adjustment of billing rates.
  2. Direct non-salary costs, contingencies, if any, excluding adjustments 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
  3. Payment in respect of any cost (i.e. total remuneration, and total Direct non-salary 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]



**Appendix-F**  
**Services and Facilities to be provided by the Client**  
**and**  
**Counterpart Personnel to be Made available**  
**to the Consultants by the Client**

(as per TOR)

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### Appendix G (INTEGRITY PACT)

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

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

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

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

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

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

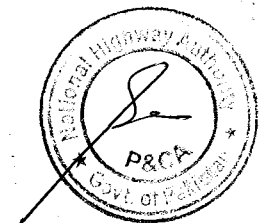
Notwithstanding any rights and remedies exercised by GOP in this regard, **[name of Individual Consultant]** agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any 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 Employer: National Highway  
Authority

Name of Individual Consultant: .....

Signature: .....  
[Seal]

Signature: .....  
[Seal]





**AFFIDAVIT**  
**(Regarding Blacklisting & Availability)**

Subject: [NAME OF THE Assignment]

I, .....s or d/o ....., having CNIC No. ....(copy enclosed) with permanent address ....., do solemnly declare that I have neither been Blacklisted and none of the contracts in which I was party has been rescinded in the past for Non-Fulfillment of contractual obligations and confirms my availability for [Name of the assignment] as per person months allocated in TOR.

\_\_\_\_\_  
Name and Signature of Candidate

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

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

Attested by  
the Oath  
Commissioner

**Note:**

- The Affidavit is to be submitted on Stamp Paper of minimum Rs. 30/- duly attested by the Oath Commissioner is to be submitted by the Candidate.



**Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts****(For contracts worth Rs. 50 million and above)**

1. Name
2. Fathers Name/Spouse's Name
3. CINIC/NICOP/Passport No.
4. Nationality
5. Residential address
6. Email Address
7. Date on which shareholding, control or interest acquired in the business.
8. In case of indirect shareholding, control or interest being exercised through intermediary companies entries or other legal person or legal arrangements in the chain of ownership or control, following additional particulars to be provided:

1	2	3	4	5	6	7	8	9	10
Name	Legal form (company/ Limited Liability Partnership/ Association of Persons/Single Member Company/ partnership Firm/ Trust/ Any other individual, body corporate (to be specified)	Date of incorporation/registrati	Name of registering authority	Business Address	Country	Email Address	Percentage of shareholding, control or interest of BO in the Legal person or legal arrangement	Percentage of shareholding, control or interest of legal person or legal arrangement in the company	Identify of natural person who ultimately owns or controls the legal person or arrangement

9. Information about Board of Directors (Details Shall be provided regarding number of shares in the capital of the company as set opposite respective names).

1	2	3	4	5	6	7	8	
Name and surname (in Block Letters)	CINIC No.(in case of foreigner, Passport No.)	Father's/ Husband's Name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full or the registered/ principal office address for a subscribers other than natural person	Number of share taken by cash subscriber (in figures and words)	
			Total Number of shares taken (in figures and words)					

10. Any other information incidental to or relevant to Beneficial owner(s)

Name and signature  
(Person authorized to issue notice on behalf of the company)

