

National Highway Authority



REQUEST FOR PROPOSAL

FOR

CONSULTANCY SERVICES

FOR

**Detailed Feasibility Study for Construction
of proper U-turns at City Point and
Construction of Service Road along Sukkur
Bypass (N-65)**

JUNE 2026

PREFACE

Public Procurement is carried out in Pakistan in accordance with the provisions laid down in Public Procurement Regulatory Framework consisted of Public Procurement Ordinance- 2002; Public Procurement Rules-2004 and allied Regulations, Regulatory Guides and Guidelines.

National Standard Bidding/Procurement Documents are developed for standardizing the procurement procedures and practices in the procuring agencies of the Federation of Pakistan and has the status of the Regulations in terms of section 27 of the PPRA Ordinance read with Rule-23(4) of Public Procurement Rules.

The RFP consists of general as well as specific provisions to be applicable for the procurement of Consultancy Services. The specific provisions supplement to the general provisions and may be amended or opted by the procuring agencies in the manner and to the extent prescribed in the respective sections. This RFP shall be used with QCBS selection methods i.e. Quality- and Cost-Based Selection (“QCBS”)

Selection of Consultants REQUEST FOR PROPOSALS

Selection of Consulting Services for:	Detailed Feasibility Study for Construction of proper U-turns at City Point and Construction of Service road along Sukkur Bypass (N-65)
Procuring Agency:	National Highway Authority (NHA) Sindh North Region
Project:	N-65 Construction of proper U-turns at City Point and Construction of Service road along Sukkur Bypass (N-65)
Issued on:	JUNE, 2026

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PART-I

Section I. Letter of Invitation

Dated: June, 2026

The National Highway Authority Sindh-North invites proposals to provide the *Consultancy Services Detailed Feasibility Study for Construction of proper U-turns at City Point and Construction of Service road along Sukkur Bypass*. More details on the services are provided in the Terms of Reference (TOR).

3. This Request for Proposal (RFP) is addressed to the concerned consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.

4. A firm will be selected under Quality and Cost Base Selection [QCBS] and procedures described in this RFP.

5. The RFP includes the following documents:

Section I	...	Letter of Invitation
Section II	...	Instructions to Consultants and Data Sheet
Section III	...	Technical Proposal - Standard Forms
Section IV	...	Financial Proposal - Standard Forms
Section V	...	Eligible Countries
Section VI	...	Terms of Reference
Section VII	...	Conditions of Contract and Contract Forms

6. Please submit your proposal on the following address:

**Office of the General Manager (Sindh North) National Highway Authority.
Regional Office, NHA Complex, Airport Road,
Sukkur.**

Phone: 071-9310552

Fax: 071-9310551

Email: directormaintsnsukkur@gmail.com

Section II. Instructions to Consultants

A. General Provisions

1. Definitions

1.1 Definition

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.
- d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- f) “Day” means a calendar day.
- g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant’s proposal.
- j) “ITC” (this Section 2 of the RFP) means the Instructions to

Consultants that provides the Consultants with all information needed to prepare their Proposals.

- k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.
- l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the RFP.
- o) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- p) “RFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.
- q) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.
- r) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring Agency named in the Data Sheet intends to select a consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.

3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.

c. Conflicting relationships

(iii) Relationship with the Procuring Agency's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a

manner acceptable to the Authority throughout the selection process and the execution of the Contract.

- 4. Unfair Competitive Advantage**
- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
- 5. Corrupt and Fraudulent Practices**
- 5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.
- 5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
- 6.**
- 6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project.
- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.
- As an exception to the foregoing Clauses 6.1 and 6.2 above:
- a. Sanctions**
- 6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.
- b. Prohibitions**
- 6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).
- c. Restrictions for public employees**
- 6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they

- (i) are on leave of absence without pay, or have resigned or retired;
- (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

- (iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.

10. Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.

11. Only One Proposal

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the

Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet and subject to regulatory instructions, if any.

**12. Proposal
Validity**

- 12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/ proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/ proposal validity period.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/ her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

**a. Extension
of Validity
Period**

- 12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution
of Key
Experts at
Validity
Extension**

- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the

evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.

12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non- responsive.

12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.

12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security.

12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration:

(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or

(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:

(i) sign the contract, or

(ii) furnish the required performance security

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

- Proposal** provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.
- a. Taxes** 16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.
- b. Currency of Proposal** 16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
- c. Currency of Payment** 16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
- C. Submission, Opening and Evaluation**
- 17. Submission, and Marking of Proposals** 17.1 The Consultant shall submit a signed and complete Proposal **Sealing** comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment] ",

reference number, name and address of the Consultant, and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”

- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.
- 17.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal.
- 17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.
- 17.12 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the

Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.

18.2 Any attempt by consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.

19. Opening of Proposal (Technical Proposals)

19.1 The Procuring Agency will open all Proposal, in public, in the presence of Consultant' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the Data Sheet. The Consultant' representatives present shall sign a register as proof of their attendance.

19.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

19.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

19.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where

only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date.

19.5 The Procuring Agency’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC.

19.6 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

20. Proposal Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal In any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposal

21 The Procuring Agency’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

22. Financial Proposals for QBS

- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

- 23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.
- 23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Procuring Agency's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

25. Taxes

25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

27. Combined Quality and Cost Evaluation
a. Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS) Least-Cost Selection

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant’s authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts ‘availability may result in the rejection of the Consultant’s Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

19. Financial Negotiations

28.6 There shall be no financial negotiations, however, it may include only the clarification of the Consultant’s tax liability and how it should be reflected in the Contract.

- 29. Conclusion of Negotiations**
- 29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant’s authorized representative.
- 29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next- ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.
- 30. Award of Contract**
- 30.1 Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be:
- a) eligible in accordance with the provisions of ITC 6;
 - b) and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
 - c) 31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.
- 32. Mechanism of Blacklisting**
- 32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:
- i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
 - ii. Fails to perform his contractual obligations; and Fails to
 - iii. abide by the id securing declaration;
- 32.2 The show cause notice shall contain: (a) precise allegation against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.,

- 32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice
- 32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
- 32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.
- 32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.
- 32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be

accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.

- 32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

Section III. Proposal Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of the Procuring Agency: National Highway Authority (Sindh North)</p> <p>Method of selection: Quality and Cost Based Selection (QCBS)</p> <p>Proposal: Consultant shall submit technical proposal one (01) original and three (03) copies. One (01) financial original.</p> <p>Name of assignment: Consultancy Services for Detailed Feasibility Study for Construction of proper U-turns at City Point and Construction of Service road along Sukkur Bypass</p>
2.2	<p>A Pre-Proposal Conference/ Meeting will be held:</p> <p>Date of Pre-Proposal Conference/ Meeting:</p> <p>Time:</p> <p>Address: Office of General Manager (Sindh North), NATIONAL HIGHWAY AUTHORITY Regional Office Airport Road, Sukkur. Telephone: 071-9310552 Fax: 071-9310551 Email: directormaintsukkur@gmail.com Contact Person/ Conference Coordinator: Director (Maintenance)</p>
2.3	<p>The Consultant may before submission of its Proposal request for the Project relevant data/ reports etc., which will be accordingly provided subject to its availability. However, the Consultant shall provide cogent reason for requirement of such data/ reports in accordance with the provisions in the TOR.</p>
4.1	<p>Already existing reports/ information: The entire information regarding these services have been spelled out in the TOR.</p>
6.3	<p>List of debarred firms and individuals is available at the PPRA website: https://www.ppra.org.pk</p>
B. Preparation of Proposals	
7.1	<p>Following sub-clauses are added:</p> <p>a) The services shall commence upon immediately after signing of contract</p>

	<p>agreement and shall be notified through issuance of commencement notice to the selected consultant by NHA. Any inordinate delay or cancellation of the services for any reason including non-availability of funds shall not entitle the consultants to any financial or legal claims. However, when the project shall commence, the consultants shall maintain the right subject to availability of proposed Key Personnel (professional staff) based on which the consultant was selected or if the delay is beyond six months, then equally competent Key Personnel with equal or higher qualification and experience shall be pre-requisite for consideration of issuance of commencement notice by NHA. In case the services is delayed or abandoned for any reason whatsoever, the consultant shall not have any legal recourse.</p> <p>b) The consultants may better not to propose names of Key Personnel that are already proposed in other proposals which are being evaluated by NHA or contract(s) awarded recently. This will affect adversely marking of these Personnel in evaluation of the technical proposal. Their secured points are liable to be reduced by 50% if their names appear in one previous proposal in which they are ranked No.1. Further the existing load of work with a firm shall be considered as one of the factors for the consideration in the award of the contract. No CV of any alternate Personnel shall be accepted during evaluation.</p> <p>c) Availability of the Key Personnel is the responsibility of the Consultancy firm/ JV for the job that is to be ensured through provision of Affidavit for personal availability. However, physical appearance will be checked at the time of Contract Negotiation along with the affidavit from individual key personnel for being available for the job. <u>Any misrepresentation may lead to cancellation of contract negotiation and may cause debarment of the consultant.</u></p> <p>d) Form TECH-3 is meant for comments on provisions contained in RFP and TOR. Comments and observations written; elsewhere, shall not be considered for evaluation process and award of the contract. It is strictly prohibited that no financial information shall be written in technical proposal.</p> <p>e) Consultants may form a Joint Venture (JV) to qualify for the Assignment in which case the contract will be signed between the Client and all members of the JV on the prescribed Form included in Section VII (copy of Model Agreement) subject to the ranking and successful negotiations. <u>A JV shall not be more than four members. (Excluding sub-consultant).</u></p> <p>f) The term associates, if used in the proposal or otherwise shall not be considered as an alternative of JV member. Any personnel proposed for the assignment by so-called associates (Sub-consultants) or individual sub-consultant (specialist/ specialized consultant) shall be considered for technical evaluation; however, the Lead and JV partners shall be jointly and severely responsible for their actions.</p>
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	<p>j) The Consultants shall clear all payable dues and salaries of its staff in time and not later than 10th 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 on behalf of the Consultants and recover from the invoice of the Consultants the actual charges paid plus a penalty of 1% of this amount. This will also be accounted adversely in making assessment of the Consultants in the next evaluation process, if such defaults are reported by any section of the NHA.</p>
9.1	<p>The language of the Bid is: English All correspondence shall be in English</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (6) TECH-5 TECH-6 (7) Supporting Documents: Power of Attorney to sign the Proposal Blacklisting Affidavit, personnel availability affidavit, JV agreement/ Letter of intent, PEC Certificate, Certificate of incorporation and Tax Registration Certificate. <p>Financial Proposal:</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (5) FIN-4
10.2	<p>Statement of Undertaking is required: Not Applicable</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible : N/A</p>
12.1	<p>Proposals shall be valid until: 270 days (Proposal shall be valid for 270 days after the date of submission of proposal).</p>

13.1	<p>Clarifications may be requested no later than “ten (10)” days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>Address: Office of General Manager (Sindh North), NATIONAL HIGHWAY AUTHORITY Regional Office, Airport Road, Sukkur. Telephone: 071-9310552 Fax: 071-9310551 Email: directormaintnsukkur@gmail.com</p> <p>Add following at the end of 13.1 (i) Para: “The information will be shared to all prospective consultants through email/letter”.</p>
13.1 (i)	<p>Replace words “shortlisted consultants” with “prospective consultants”.</p> <p>The amendments or clarification to RFP shall be available on NHA website in similar manner as for issuance of RFP.</p>
14.1.2	<p>Estimated input of Key Experts’ time-input: 14 person-months.</p>
14.1.3	<p>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of 14 person-months.</p>
14.1.4 and 27.2 use for Fixed Budget method	<p>Not Applicable</p>
15.2	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>As per Section-4 of RFP.</p>
16.3	<p>Consultants shall quote the rates of remuneration for local personnel as well as expatriate (if any) and reimbursable expenses in Pak-Rupees.</p> <p>Foreign currency: No</p> <p>Information on the Consultant’s tax obligations in the Client’s country can be found at Federal Board of Revenue website http://www.fbr.gov.pk.</p>

	All types of taxes, direct and indirect taxes, shall be built in the financial proposal.
16.4	The contract shall be made and paid in Pak Rupees.
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically .
17.4	The Consultant must submit: (a) Technical Proposal: One (1) original and three (3) copies and one scanned copy in pdf in a USB; (b) Financial Proposal: One (1) original and one scanned copy in pdf in a USB as a part of and included in sealed envelope.
17.7 and 17.9	The Proposals must be submitted not later than: Date: 6th July, 2026 Time: 1130 hours (PST) The Proposal submission address is: Office of G.M (Maintenance.) Sindh North, National Highway Authority, NHA Complex, Airport Road, Sukkur.
19.5	An online option of the opening of the Technical Proposals is offered: No In person: yes The opening shall take place at: General Manager (Maintenance) Sindh North, National Highway Authority, Regional Office, Airport Road, Sukkur. Date: 6th July, 2026 Time: 1200 hours (PST)
19.6	In addition, the following information will be read aloud at the opening of the Technical Proposals: No other information

<p>20.1</p>	<p>Responsiveness/ eligibility of the consultant will be checked prior to detail evaluation. The responsiveness/ eligibility factors are:</p> <ol style="list-style-type: none"> i. The Consultants must be a state owned entity having Valid Registration Certificate of Pakistan Engineering Council with Project Profile Code of 1215 (ii) (Highways/ Bridges as applicable). <i>In case of JV, experts proposed by each consultant should have relevant project profile code of 1215 (ii) (Highways/ Bridges as applicable).</i> ii. In case of JV members, Letter of Intent to form JV on each firm’s letter head is required in original (<i>scanned copy is not acceptable</i>). <i>The specimen is attached at Annex-A.</i> iii. TECHNICAL PROPOSAL FORMS TECH-1 to TECH-6 along with supporting documents duly completed as per Instructions to Consultants/ Data Sheet and requirements of TOR (To be attached with Technical Proposal except Form TECH-3, which can be submitted with or without comments). iv. The proposals (technical + financial) should be bound in hard book binding form to deny the possibility of removal or addition of page(s). All the pages of proposal must be signed and stamped in original by authorized representative of the firm/JV. All the pages must be numbered starting from first page to last. At the time of proposal submission/ opening, page numbering, signing and stamping of proposals will be checked by Committee Members. If any minor discrepancy is found, then same shall be asked by the Committee members to the Authorized Representative of firms to correct it in front of all committee members. In the absence of authorized representative, the concerned firm will be announced dis- qualified/ non-responsive. v. Lists of facilities available with the Consultant to perform their functions effectively (software, hardware, etc.). In case of JV, the same will be provided by the lead firm only. <p>FINANCIAL PROPOSAL FORMS FIN-1 to FIN-4 and PROPOSAL SECURING DECLARATION duly completed as per Instructions to Consultants/ Data Sheet and requirements of TOR (To be attached with Financial Proposal). Scanned financial proposal shall be rejected.</p> <ol style="list-style-type: none"> vi. Audit Reports of the firm(s) for last three years duly certified by Chartered Accountant (To be attached with Financial Proposal). vii. Basic salary should at least meet the minimum wages (for support staff) as per Federal Labor Law or Provincial Labor Law, whichever the case. Failure to comply will lead to non-responsiveness of the financial proposal. viii. While engaging in Public Procurement contracts worth Rs.50 million and above, each Consultant (lead and their JV Members) shall provide duly filled Performa of “Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts”, in their Financial Proposals, which is attached as Annex-G at the end of this RFP. Failure to comply with the above the financial proposal of the consultant shall be declared non- responsive.
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21.1 (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:		
	Sr. No	Description / Items	Points
	1.	Experience of the Firm	200
		1-a) General Experience in road Transport Sector*	(50)
		1-b) Specific Experience related to particular Assignment*	(150)
	2.	Approach & Methodology	150
		2-a Appreciation of the Project	(50)
		(i). <i>Evidence of Site Visit with Photographs</i>	(10)
		(ii). <i>Clarity of appreciation</i>	(20)
		(iii). <i>Comprehensiveness of appreciation</i>	(20)
		2-b Problem Statement/ Understanding of Objectives	(50)
		(i). <i>Identification of Problems/ Objectives</i>	(30)
		(ii). <i>Components of Proposed Services</i>	(20)
		2-c Methodology	(35)
		(i). <i>Proposed Solutions for this Project</i>	(20)
		(ii). <i>Quality of Methodology</i>	(05)
		(iii). <i>Conciseness, clarity and completeness of proposal**</i>	(10)
		2-d Suggested changes for improvement in TOR	(05)
		2-e Work Program	(05)
		2-f Staffing Schedule	(05)
		3. Key Staff	350
		4. Performance Certification from clients***	200
		5. Present Commitments (current engagement and available strength – justification)	100
		Total Points:	1000
	Minimum qualifying technical score:	700	
	* Maximum Ten (10) best projects completed, indicating their worth, person man-months of key personnel and duration of the project shall be provided under general experience for consideration in evaluation. Maximum five (05) projects completed in the last ten 10 years of similar scale and complexity, with focus on Design / Design Review of major highway projects in Hilly/mountainous terrain (preferably 03 similar projects in Baluchistan province). The format in Form A-2 provided under specific experience shall be used to add the experience for consideration in evaluation. Note: Any project mentioned completed under Form A-2 (<i>Specific Experience</i>) will not be considered for evaluation unless Performance/ Assignment Completion Certificate with satisfactory remarks by the client's representative is attached. The Client NHA reserves the right to		

verify the Performance/ Assignment Completion Certificates.

** **C**onciseness and clarity contain 05 marks and 05 marks will be for the completeness of the proposals which includes but not limited to hard binding, sequential page numbering, signing and stamping of each page of proposal.

*** **P**erformance/ **C**lient Satisfaction Certificates shall be provided for assigning score in evaluation (at least for the last three projects/ assignments competed in the last ten years from the date of submission) indicating the Title, Staff-Months of Key Personnel provided by the firm & completion status. 25 out of 100 marks will be allocated for provision of affidavit on stamp paper duly attested by the Oath Commissioner to the effect that the firm has neither been blacklisted nor any contract rescinded in the past for non-fulfillment of contractual obligations (complete in all respect as per specimen annexed at **Annex-C** placed at the end of this RFP).

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

Sr. No.	Description / Items	Points (%)
i.	Academic and General Qualifications	30
ii.	Professional experience related to the Project	65
iii.	Status with the firm (Permanent & duration with Firm)	05
	Total	100

Personnel and Summary Evaluation Sheets are placed at **Annex-I** to Section- 2.

22.1	An online option of the opening of the Financial Proposals is offered: No
23.1	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>The technically qualified Consultants who wishes to attend this public opening should contract below address:</p> <p>Office of General Manager (Sindh North), NATIONAL HIGHWAY AUTHORITY Regional Office Airport Road, Sukkur. Telephone: 071-9310552 Fax: 071-9310551</p> <p>E-mail: directormaintsukkur@gmail.com</p>
25.1	<p>For the purpose of the evaluation, the Procuring Agency will exclude:</p> <p>(a) All provisional sum items mentioned in FIN-4, and</p> <p>(b) General Sales taxes (GST)</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies (if applicable) into a single one is Pakistani Rupees (PKR).</p> <p>The official source of the selling (exchange) rate is: State Bank of Pakistan</p> <p>The date of the exchange rate is: 28 days prior to submission of proposal.</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 1,000.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 1,000 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” is the price of the proposal under consideration. Sf will be calculated using competitive financial elements as highlighted in Data Sheet Clause 25.1</p> <p>The weights given to the Technical (T) and Financial (F) Proposals are:</p> <p>T = 80% F = 20%</p> <p>Proposals are ranked according to their combined technical score (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + P = 100%) as following: $S = St \times T\% + Sf \times F\%$.</p>

D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 6th July, 2026 (tentatively)</p> <p>Address: Office of General Manager (Sindh North), NATIONAL HIGHWAY AUTHORITY Regional Office Airport Road, Sukkur. Telephone: 071-9310552 Fax: 071-9310551</p> <p>E-mail: directormaintsukkur@gmail.com</p> <p>Add at the end of Para 28.1;</p> <p>“If the Consultant ranked first, then the Consultant shall submit JV agreement clearly mention share of each JV member (breakup of Cost/Task) preferably as per the PEC standard forms of Joint Venture (JV) agreement on stamp paper (minimum Rs. 100) at the time of contract negotiations”.</p>
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</p> <p>https://nha.gov.pk/tenders</p> <p>The publication will be done within thirty (30) days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services:</p> <p>Date: August, 2026</p>
31.1	<p>If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its written complaint on following address:</p> <p>Title/position: General Manager (Grievance Redressal Committee (GRC))/Planning, National Highway Authority</p> <p>Client: National Highway Authority</p> <p>Telephone number: +92-51-9032721</p>

SUMMARY EVALUATION SHEET FOR FULL TECHNICAL PROPOSALS (FTP)

EVALUATION CRITERIA		Max. Weightage	Firm 1		Firm 2	
			Rating	Score	Rating	Score
1. Firms Experience		200				
	1-a. General Experience in road Transport Sector	50				
	1-b. Specific Experience related to particular Assignment	150				
2. Approach and Methodology		150				
	2-a. <i>Appreciation of the Project</i>	<u>50</u>				
	(i) Evidence of Site Visit with Photographs giving a clear understanding/ proof of the project site	(10)				
	(ii) Clarity of appreciation	(20)				
	(iii) Comprehensiveness of appreciation	(20)				
	2-b. <u>Problem Statement/ understanding of objectives</u>	<u>50</u>				
	(i) Identification of Problems/ Objectives	(30)				
	(ii) Components of Proposed Services	(20)				
	2-c. <u>Methodology</u>	<u>35</u>				
	(i) Proposed Solutions for this Project	(20)				
	(ii) Quality of Methodology	(05)				
	(iii) Conciseness, clarity and completeness of proposal	(10)				
	2-d. Suggested Changes for Improvement in TOR	<u>05</u>				
	2-e. Work Program	<u>05</u>				
	2-f. Staffing Schedule	<u>05</u>				
3. Key Personnel		350				
	Firm affidavit for presence of personnel	25				
i.	Team Leader (Highway/Pavement Expert) Local	80				
ii.	Hydrology / Hydrological Expert (Local)	50				
iii.	Slop Stabilization Expert (Local)	60				
iv.	Structure/Bridge Expert (Local)	50				
v.	Pavement Expert	50				
vi.	Quantity Surveyor (Local)	35				
4. Performance Certification from clients		200				
	Affidavit on stamp paper duly attested by the Oath Commissioner regarding non-blacklisting	25				
5. Present Commitments (current engagement and available strength – justification)		100				
TOTAL:		1000				

Excellent - 100% Very Good - 90-99% Above Average – 80-89% Average – 70-79% Below Average – 1-69% Non-complying – 0% Score: Maximum Weightage x rating / 100. Minimum qualifying score is 70% or 700 marks

PERSONNEL EVALUATION SHEET

POSITION / AREA OF EXPERTISE	Name	Academic and General Qualification* Weightage 30%		Project related Experience Weightage 65%		Status with the Firm** 05%		OVERALL RATING (Sum of Weighted Ratings)
		Percentage Rating	Weighted Rating (A)	Percentage Rating	Weighted Rating (B)	Percentage Rating	Weighted Rating (C)	(A+B+C)
(Show all experts to be evaluated)								
<u>Key-Personnel</u>								
a) Team Leader (Highway/Pavement Expert) Local								
b) Contract Specialist (Local)								
c) Structure/Bridge Expert (Local)								
d) Hydrology / Hydrological Expert (Local)								
e) Soil Stabilization Expert (Local)								
f) Pavement Expert (Local)								
g) Quantity Surveyor (Local)								

Rating: - Excellent - 100%

Very good – 90-99%

Above Average – 80-89%

Average – 70-79%

Below Average – 1-69%

Non-complying - 0%

Score: Maximum Weightage X rating / 100.

* For Qualification of above Key Personnel, refer to Terms of Reference (ToR).

** **6 month’s older employee - 100%;**

The key professional staff whose duration with the firm is less than six (06) months/ available for the assignment/ associates/ part time available for the assignment in such case status with the firm’s marks shall not be allocated.

Section III. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable		Power of Attorney	In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant’s Organization and Experience.	As given below
√		TECH-2A	A. Consultant’s Organization	3
√		TECH-2B	B. Consultant’s Experience	20
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency.	See foot note
√		TECH-3A	A. On the Terms of Reference	N/A
√		TECH-3B	B. On the Counterpart Staff and Facilities	2
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	50
√	√	TECH-5	Work Schedule and Planning for Deliverables	N/A
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	8 pages each CV

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

Form TECH-1

Technical Proposal Submission Form

Location NHA, Complex Airport Road Sukkur, Date 6th July, 2026

To: General Manager (Sindh-North) NHA, Sukkur

Dear Sir:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*.

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) *[Note to Procuring Agency: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.]*
- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached }

Form TECH-2

CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. General Experience in road transport sector

Maximum ten (10) best Projects completed to be provided in tabular form showing cost, duration, man-months and brief description of services performed.

2. Specific Experience

Maximum five (05) projects completed in the last ten (10) years, related to particular assignment, should be given on following format:

Assignment Name-I:	Country.
Location within Country:	Professional Staff Provided by Your Firm:
Name of Client:	No. of Staff:
Address:	No. of Staff Months:

Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		
Assignment Name-I, II, ..N:		

Note: List only those assignments for which the Consultant was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references.

Form TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks *Note to Procuring Agency: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high*: “(including on the [environmental and] social aspects)” to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											n	TOTAL
		1	2	3	4	5	6	7	8	9			
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Procuring Agency }													
D-2	{e.g., Deliverable #2: }													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	
Year with firm	
Status with firm	{Permanent/Part time/ Assignment based}
N.I.C Number	
Membership in Professional Societies/ regulatory bodies	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency’s and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel..... /e-mail.....; Mr.deputy minister]		

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert’s contact information: (e-mail, phone))

Certification:

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

1. This CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.
2. This CV correctly describes my qualifications and experience.
3. I am not a current employee of the Executing or the Implementing Agency.
4. In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in Form A-9 provided team mobilization takes place within the validity of this proposal.
5. I was not part of the team who wrote the terms of reference for this consulting services assignment
6. I am not currently debarred by any department/organization/ (semi-autonomous/ autonomous) bodies or such like institutions in Pakistan.
7. I certify that I have been informed by the firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

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

8. I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named expert to

submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.

9. Latest colored attested photograph stapled attached with the CV.
10. I, as the authorized representative of the firm submitting this Proposal for the {name of project and contract}, certify that individual was informed about inclusion his name in the proposal and he shows his willingness for availability for this assignment.
11. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Name of Expert	Signature	Date: {day/month/year}
----------------	-----------	------------------------

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date: {day/month/year}
---	-----------	------------------------

Section IV. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN-1
Financial Proposal Submission Form

Location NHA, Complex Airport Road Sukkur, Date 6th July, 2026

To: **General Manager (Sindh-North) NHA, Sukkur**

Dear Sir:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [*Insert “including” or “excluding” of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until [*insert day, month and year in accordance with ITC 12.1*].

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

Form FIN-2 Summary of Costs

Item		Cost
		{ Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet }
		Pak. Rupees
Cost of the Financial Proposal		
Including:		
(1) Remuneration		
(2) Reimbursable		
Sub-Total:		
GST (17%)		
Total Cost of the Financial Proposal: { Should match the amount in Form FIN-1 }		
Grand Total:		

Footnote: Payments will be made in the currency(ies) in PKR.

FORM FIN-3 BREAKDOWN of Remuneration

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Pak. Rupees- as in FIN-2}
Key Experts					
K-1			[Home]		
			[Field]		
K-2			[Home]		
			[Field]		
Non-Key Experts					
N-1			[Home]		
N-2			[Field]		
Total Costs					

Note:

- a) Refer Chapter 5 of TOR for staffing inputs/requirements.
- b) The Consultants are required to quote the rates of Non-Key/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 department Ministry. The Consultant(s) may propose Non-Key/ Support Staff Person-Months in addition to those given in TOR; however, in such a case tenable reason must be given in the Technical Proposal Submission Form Tech-3 “Comments on TOR”. The Client's negotiation committee will deliberate on the requirement of additional staff during negotiation meeting. It is also to be noted that the Client is not bound to agree to the reasons given in Form Tech-3.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant’s Representations Regarding Costs and Charges (Model Form I)

(Expressed in Pak Rupees)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹ *	Overhead ¹ *	Sub total	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Procuring Agency’s Country									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Sr. No.	Descriptions	Single entity/ lead member	JV Member 1 (if any)	JV Member 2 (if any)	Sub-Consultants (if any)	Remarks
1	Social Charges					Breakdown of social charges shall be provided
2	Overhead Charges					Breakdown of overhead charges shall be provided

* Breakdown of Social Charges and Overhead Charges shall be given in form of table for each member separately in the JV/Consortium.

FORM FIN-4 BREAKDOWN of Reimbursable Expenses

A. Reimbursable Expenses

No	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Pak. Rupees-	Remarks
1.	Drafting/ Reproduction of Reports & Office/ Drafting Supplies, including Stationery, Toners, etc. (all inclusive)	L.S				
2.	Rentals for sub-office and residential accommodation near the Site of work (all inclusive)	L.S.				
3.	Transportation charges for Site visits to complete the assignment (all inclusive)	L.S				
4.	Travelling expenses for travel from Consultant's Head Office to Site (all inclusive)	L.S				
5.	Costs for Topo survey through Drones	L.S				
5.	Costs for necessary Testing/Investigation during Inspection	L.S				
6.	Others not covered above to comply with TOR requirement*					
Total Cost						

Legend:

* Any additional item/ cost quoted against this line item must be supported by solid/ tenable justification(s) detailed in Technical Proposal Submission Form Tech-3 “Comments on TOR” without indicating financial value therein. The negotiation committee of the Client may negotiate this cost on the basis of justification provided in the form Tech-3 with the prospective successful consultant in the light of Clause ITC 28.1 of RFP. Moreover, if no justification is given or Client does not agree to the justifications, the Client in both the cases **shall not** include this cost in the total cost offered by the Consultants for this assignment, particularly in case any amount against these line items is deemed to have been covered in other pay items.

1. Proposal Security Form

To: [name of the Procuring Agency]

Whereas [name of the Consultant] (hereinafter called “the Consultant/Service Provider”) has submitted its proposal dated [date of submission of Proposal] for the provision of [name and/or description of the consultancy services] (hereinafter called “the proposal”).

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called “the Bank”), are bound unto [name of PA] (hereinafter called “the Procuring Agency”) in the sum of [amount] for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

(c) If the Proposal

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- I having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the RFP Documents.

(d) We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Proposal Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: in the capacity of signed

[Signature of the Bank]

Dated on day of 20

2. Proposal Securing Declaration

[The Consultant shall fill in this Form in accordance with the instructions indicated.]

Date: *[insert date (as day, month and year)]*

Proposal No.: *[insert number of Proposal process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Proposal Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- © Having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the RFP Documents.

We understand this Proposal Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the Proposal for and on behalf of: *[insert complete name of Service Provider]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

Section V. Eligible Countries

All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business-Friendly Countries (BVL), information can be accessed through following link:

[http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L1.state "none"\]](http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L1.state%20none)

Section VI. Terms of Reference

TERMS OF REFERENCE (TOR)

Hiring of Short-Term Consultant for Detailed Study and Preparation of Feasibility / Engineering Proposal for Construction of Proper U-Turn at City Point and Service Road Along Sukkur Bypass on N-65

1. Background

Pursuant to the directions of the Honorable Sindh High Court and in view of the increasing traffic volume, road safety concerns, and public convenience issues on N-65, National Highway Authority (NHA) intends to engage a Short-Term Consultant for conducting a detailed study and preparation of engineering proposals for:

- i. Construction of a Proper U-Turn at City Point on N-65.
- ii. Construction of Service Road(s) along Sukkur Bypass on N-65.

The study shall evaluate the existing traffic conditions, safety concerns, geometric deficiencies, land requirements, and engineering solutions to ensure safe and efficient movement of traffic in accordance with NHA standards and applicable engineering practices.

2. Objectives

The primary objectives of the assignment are:

- a. To assess the existing traffic and road conditions at City Point and Sukkur Bypass.
- b. To identify traffic safety hazards and operational deficiencies.
- c. To determine the feasibility of constructing a dedicated U-Turn facility at City Point.
- d. To evaluate the requirement and alignment of service roads along Sukkur Bypass.
- e. To prepare detailed engineering proposals along with cost estimates for implementation.
- f. To ensure compliance with NHA standards, Road Safety Audit requirements, and relevant design manuals.

3. The CONSULTANTS shall ensure the timely completion of the aforementioned tasks within a stipulated timeframe of (____) months.

4. Scope of Services

The Consultant shall perform, but not be limited to, the following tasks:

4.1 Data Collection and Reconnaissance Survey

- Conduct site visits and detailed field inspections.
- Collect existing road inventory and geometric data.
- Identify utilities, structures, encroachments, and access points.
- Carry out topographic survey wherever required.

4.2 Traffic Studies

- Conduct classified traffic counts.
- Undertake Origin-Destination (O-D) surveys, if required.
- Analyze traffic flow patterns and turning movements.
- Assess future traffic demand and growth trends.

4.3 Road Safety Assessment

- Identify accident-prone locations.
- Review accident history and black spot data.
- Assess pedestrian and local traffic requirements.
- Recommend measures for improvement of road safety.

4.4 Engineering Evaluation

For City Point U-Turn:

- Assess existing median opening arrangements.
- Determine optimum location and geometry of U-Turn.
- Prepare alternative design options.
- Recommend the most suitable option.
-

For Sukkur Bypass Service Road:

- Assess existing access requirements.
- Determine alignment and width requirements.
- Evaluate drainage and utility shifting requirements.
- Recommend suitable service road configuration.

4.5 Design and Cost Estimates

- Prepare conceptual and preliminary engineering designs.
- Prepare layout plans and drawings.
- Prepare quantity estimates.
- Prepare Engineer's Cost Estimate (ECE).
- Propose implementation methodology and construction phasing.

5. Deliverables

The Consultant shall submit:

- a. Inception Report within 07 days of commencement.
- b. Traffic Study and Site Assessment Report.
- c. Feasibility Report containing:

- Existing situation analysis.
 - Alternative options.
 - Recommended solution.
 - Road safety considerations.
- d. Preliminary Engineering Drawings.
- e. Engineer's Cost Estimate.
- f. Final Report incorporating comments of NHA.

6. **Reporting**

The Consultant shall report to the General Manager (Sindh-North), NHA Sukkur, or any officer nominated by NHA.

7. **Ownership of Documents**

All reports, surveys, drawings, calculations, estimates, and other documents prepared under this assignment shall remain the exclusive property of NHA.

8. **Payment Schedule**

- 30% upon submission and approval of Inception Report.
- 40% upon submission of Draft Feasibility Report.
- 30% upon submission and acceptance of Final Report, Drawings, and Cost Estimates.

9. **Applicable Standards**

The Consultant shall carry out the assignment in accordance with:

- NHA Codes and Standards.
- AASHTO Guidelines (where applicable).
- Road Safety Audit Guidelines.
- Relevant Government of Pakistan regulations and directives.
- Directions of the Honorable Sindh High Court.

Qualification and Experience of Key Personnel

1. TEAM LEADER/ (PAVEMENT/ HIGHWAY EXPERT)

Qualification:

Preferably, M.Sc. Civil Engineer (Highway/ Transportation Engineering/ or Minimum B.Sc. Civil Engineer.

Experience:

- i) Minimum fifteen (15) years' experience in the field of Highway/ Transportation Engineering.
- ii) Design Team Lead experience of at least 05 Mega projects in Pakistan.
- iii) Must be well versed with AASHTO/ASTM standards etc.

2. SLOPE STABILIZATION / GEOTECH. EXPERT

Qualification:

Preferably, PhD in Geo-Tech Engineering. or Minimum M.Sc. Civil Engineer/M.Sc. (Geotech.)

Experience:

- i) Preferably, fifteen (15) years' experience in the field and laboratory testing of materials on Highway projects.
- ii) Must be well versed with AASHTO/ASTM standards etc.
- iii) Must have proven experience of soil stabilization in mountainous terrain etc.
- iv) Must have good knowledge of asphalt, concrete, steel, pavement, embankment etc.

3. HYDROLOGY/HYDRAULICS EXPERT

Qualification:

Preferably, M.Sc. Civil Engineer (Hydrological) or Minimum B.Sc. Civil Engineer.

Experience:

- i) Preferably, ten (10) years' experience in the field of Hydrological engineering.
- ii) Must be well versed with ASSHTO standards for Bridge/ Structure etc.

4. PAVEMENT EXPERT

Qualification:

Preferably, M.Sc. Civil Engineer (Transportation) or Minimum B.Sc. Civil Engineer.

Experience:

- i) Preferably, fifteen (15) years' experience in the field of Transportation/Highway engineering.
- ii) Must be well versed with ASSHTO/ASTM standards for roads etc.

5. STRUCTURE EXPERT

Qualification:

Preferably, M.Sc. Civil Engineer (Structure/Bridges) or Minimum B.Sc. Civil Engineer.

Experience:

- i) Preferably, fifteen (15) years' experience in the field of Structures/Bridge Engineering.
- ii) Must be well versed with ACI Code, ASSHTO/ASTM standards for Bridge/ Structure etc.

6. QUANTITY SURVEYOR

Qualification:

Preferably having Bachelor's in Civil Engineering or minimum D.A.E. (Civil).

Experience:

In case of D.A.E. having preferably eighteen (18) years post-qualification experience in Highway Sector which includes ten (10) years' experience as Quantity Surveyor on Highway Projects;

-OR-

In case of Bachelor's Degree in Civil Engineering having preferably Twelve (12) years post- qualification experience in Highway Sector including seven (7) years' experience as Quantity Surveyor on Highway Projects;

7. MAN-MONTHS REQUIREMENTS

The services shall be provided by the Key and Non-Key Personnel which shall include but not limited to the following:

A- Key-Personnel's

Sr. No	Position	No. of persons	Individual man months	Monthly Billing Rate	Total Estimated Amount (Rs.)
1	Team Leader (Highway/ Pavement expert)	1	01		
2	Hydrology/ Hydraulics Expert	1	01		
3	Slope Stabilization Expert	1	01		
4	Pavement Expert	1	01		
5	Structure/Bridge Expert	1	01		
6	Quantity Surveyor	1	01		
Sub-Total:					

B- Non-Key Personnel's

Sr. No	Position	No. of persons	Individual man months	Monthly Billing Rate	Total Estimated Amount (Rs.)
1	Design Engr.	1	01		
2	Surveyor	2	01		
3	CAD/Computer Operator	1	01		
4	Office Boy/ Helper	2	01		
Sub Total:-					
Grand Total:-					

Mode of Payment

- | | | |
|--|----|---------------------------|
| <input type="checkbox"/> Upon submission and approval of Inception Report. | -- | 30% of the Contract Price |
| <input type="checkbox"/> Upon submission of Draft Feasibility Report. | -- | 40% of the Contract Price |
| <input type="checkbox"/> Upon submission and acceptance of Final Report, Drawings, and Cost Estimates. | -- | 30% of the Contract Price |

.....

PART II

Section VII. Conditions of Contract and Contract Forms

Foreword

1. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Procuring Agency to closely supervise the Consultant and to be involved in the daily execution of the assignment.
2. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.

STANDARD FORM OF CONTRACT

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE CONSULTANTS)

for

_____**(BRIEF SCOPE OF SERVICES)**
OF _____**(NAME OF PROJECT)**

Month and Year

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FORM OF CONTRACT

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

This CONTRACT (hereinafter called the "Contract") is made on the ___ day of ___ month) of ___(year), between, on the one hand _____ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, _____ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A : Description of the Services
Appendix B : Reporting Requirements
Appendix C : Key Personnel and Subconsultants
Appendix D : Breakdown of Contract Price in Foreign Currency
Appendix E : Breakdown of Contract Price in Local Currency
Appendix F : Services & Facilities to be Provided by the Client
Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

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

For and on behalf of

Witness

(CLIENT)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Taxes and Duties

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

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

specified in the SC, or such extended time as may be allowed under Sub- Clause 2.6.

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being

notified or within any further period as the Client may have subsequently approved in writing;

- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

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

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe

methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or third parties.

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

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

3.3 Confidentiality

The Consultants, their Subconsultants, 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 hereinbelow.

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 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 Subconsultants 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 Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.6 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.

3.7 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.

3.8 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.9 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the

performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

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 6.2 (a) or (b), as the case may be.

5.4 Services and Facilities

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

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

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

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

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

8. INTEGRITY PACT

8.1 If the Consultant or any of his Subconsultants, 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 Subconsultant, 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 Subconsultant, agents or servants.

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

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 Definitions

(p) "Project" means

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Telephone : _____
Facsimile : _____
Email : _____

For the Consultants:

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

Telephone : _____
Facsimile : _____
Email : _____

1.7 Taxes and Duties

[Note: To be included in this Sub-Clause as agreed with the Client.]

[All notes should be deleted in final text. All blanks should be filled in.]

1.8 Leader of the Joint Venture

The leader of the Joint Venture is (name of the Member of the Joint Venture).

[Note: If the Consultants do not consist of more than one entity, the Sub-Clause-1.8 should be deleted.]

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and the amount of advance payment due upon signing of the Contract is received by the Consultants.

2.2 Termination of Contract for Failure to Become Effective

The time period shall bedays, or such other period as the Parties may agree in writing.

[Note: Fill in the time period e.g one hundred twenty (120) days.]

2.3 Commencement of Services

The Consultants 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 ----- days 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 before 20...

"Completion of Services" means.....
.....
.....

3.5 Insurance to be Taken out by the Consultants

The risks and the coverages shall be as follows:

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

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

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:

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

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

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

5.1.1 Assistance

- (a) The Client shall make available within days from the Commencement Date, the documents namely
.....
.....

This list if warranted shall be supplemented subsequently.

- (e) Other assistance and exemptions to be provided by the Client are.....
.....

5.1.2 Coordination

- (a) The departments and agencies include
.....
.....

5.1.3 Approvals

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

6.1 Lump Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

[Note: Terms and Conditions of Payment provided below is meant for sample reference. This should be edited on case to case basis as per scope of work of the engineering consultancy services of the specific project.]

For Planning and Design

A lump sum amount in foreign and local currencies against Planning and Design referred under SC 6.2 shall be paid to the Consultants for the Services to be completed within the period specified in SC 2.4.

Payments shall be made according to the following schedule:

- | | | | |
|--------------------------|--|---|------------------|
| <input type="checkbox"/> | <i>30% upon submission and approval of Inception Report</i> | = | <i>Rs. _____</i> |
| <input type="checkbox"/> | <i>40% upon submission of Draft Feasibility Report</i> | = | <i>Rs. _____</i> |
| <input type="checkbox"/> | <i>30% upon submission and acceptance of Final Report, Drawings, and Cost Estimates.</i> | = | <i>Rs. _____</i> |
| | <i>(100%) Total</i> | = | <i>Rs. _____</i> |

6.4 Period of Payment

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

6.5 Delayed Payments

Financing charges are as under:

- (i) for local currency = eight percent (8%) per annum.

IV APPENDICES

Appendix A

Description of the Services

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

Appendix B

Reporting Requirements

- Survey Report
- Hydrological Report
- Pavement Design Report
- Geotech. / Slope Stabilization Report
- Design Drawings & BOQ

Appendix C

Key Personnel and Subconsultants

- [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 Subconsultants (if already available); same information with respect to their Personnel as in C-1.]

Appendix D

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES
LUMP SUM REMUNERATION

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

_____ **(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

_____ **(Name of Individual Consultants)**

_____ **(Name of Individual Consultants)**

FORM OF CONTRACT

[Note: Use this Form of Contract when the Consultants performs Services as Joint Venture.

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

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

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Subconsultants
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services & Facilities to be Provided By the Client
- Appendix G: Integrity Pact (for Services above Rs. 10 Million)

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

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

For and on behalf of _____

CLIENT'S NAME

Witness

Signature _____

Name _____

Title _____

Signature _____

Name _____

Title _____

(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Specimen
(On Firm(s) letterhead)

LETTER OF INTENTION

Subject: Technical and Financial Proposals for Consultancy Services for (Name of Project)

This Joint Venture (JV) is made among following parties;

- 1) M/s _____ as Lead Firm having ___% share.
- 2) M/s _____ as JV Partner having ___% share.
- 3) M/s _____ as JV Partner having ___% share.
- 4) M/s _____ as JV Partner having ___% share.

The above firms are jointly and severally liable to the Client for preparation of Technical and Financial Proposals for Consultancy Services for “[NAME OF THE PROJECT]” (hereinafter called “The Project”).

The Firm hereto confirms the understanding as follows:

1. Objective

It is hereby agreed to form a Joint Venture for preparation of Technical and Financial Proposals for Consultancy Services for “The Project” to be submitted to National Highway Authority (SZ), (hereinafter called “The Client”).

The Parties intend to do the following:

- a. Prepare and submit a mutually agreed Technical and Financial Proposals for the Project;
- b. Agree to propose suitable staffing with high level of competence to form a competitive team for the Project.
- c. Enter into the mutually agreed Consultancy Contract Agreement with the Client, if the project is awarded.
- d. Perform all the services to be undertaken for the Project under the Consultancy Contract Agreement if signed.

-
2. The authorized representative of JV shall be M/s..... for the future official correspondence with the client on behalf of JV.
 3. The original letter of intention(s) of the JV member(s) on their letterhead is/are attached at... (for Lead Firm only)

For and on behalf of

.....

Sign & Seal of the Firm

.....

(Authorized Representative of the Firm)*

** Authorized Representative to sign the Letter of Intention can be;*

- *For Sole Proprietor firm; Owner of the Firm, otherwise Owner may authorize any person. (provided Authorization Letter be submitted)*
- *For Partnership firm; Director of the Firm; otherwise, authorized personnel (provided Authorization Letter be submitted).*
- *For Private Limited firm; Director of the Firm, otherwise, authorized personnel (provided Authorization Letter be submitted).*
- *For Public Private Limited firm; Director of the Firm, otherwise, authorized personnel (provided Authorization Letter be submitted).*

UNDERTAKING
(Regarding Personnel Availability)

Subject: [NAME OF THE PROJECT]

I, the undersigned, do solemnly declare that the proposed personnel shall be available for the subject assignment in the project duration as per the terms and condition specified in the Request for Proposal (RFP).

Signature of Authorized
Representative of the Lead firm

Date: _____
Day/Month/Year

(Seal)

Attested by
the Oath
Commissioner

Note: The Affidavit, on Stamp Paper of minimum Rs. 30/- duly attested by the Oath Commissioner, is to be submitted by the Lead firm only.

AFFIDAVIT
(Regarding Blacklisting)

Subject: [NAME OF THE PROJECT]

I, the undersigned, do solemnly declare that M/s [NAME OF THE FIRM] has neither been blacklisted nor any contract rescinded in the past for non-fulfillment of contractual obligations.

Signature of Authorized
Representative of the firm(s)

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.
- In case of Single Entity, to be provided by the firm.
- In case of JV, to be provided by all the JV members

CURRENT COMMITMENTS OF THE FIRM

(Current engagement and available strength – Justification)

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

Name of project	Single or JV/ Role	Task Assignment	Start date of the project	Expected date of completion	Current Engagement (Manpower)	Available strength (Manpower)

Annex-E

General Manager (Maintenance) Sindh North
National Highway Authority,
Sukkur, **Pakistan**

Power of Attorney
(Regarding submission of proposal)

Subject: [NAME OF THE PROJECT]

Dear Sir,

I, the undersigned, authorize Mr. _____ S/o Mr. _____ having CNIC No. _____ to attend the submission and Opening of Proposals on behalf of all JV members. *(Insert name of sole consultant in case of single entity else name of all JV members)*. He is authorized to attend, submit, sign and stamp any missing pages of the proposal (Technical and Financial) for above-mentioned project on... *(Insert date)*.

Signature of Authorized
Representative of the **Lead** firm

Date: _____
Day/Month/Year

Signature and initial of nominated Authorized
Representative

General Manager (Maintenance) Sindh North
National Highway Authority,
Sukkur, **Pakistan**

POWER OF ATTORNEY
(To sign the Contract Agreement)

Subject: [NAME OF THE PROJECT]

Dear Sir,

I/We, the undersigned, authorize Mr. _____ S/o Mr. _____ having CNIC No. _____ to sign the Contract Agreement of the project [NAME OF THE PROJECT] on behalf of [CONSULTANT NAME]. Furthermore, the authorized representative as per General Conditions of Contract and Special Condition of Contract (Clause 1.6) is Mr. _____, [Lead Firm] for execution of the Contract.

Signature: _____ Initial _____
Authorized Representative
[Designation]

Date: _____
Day/Month/Year

Signature: _____
Name: _____
[Designation]
[Consultant Name]

If more than one owner or Board of Directors, the consultant may signed as per requirement.

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 company's 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/registration	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)