

REQUEST FOR PROPOSALS

for

Selection of Consultants

**Consultancy Services for Design Review &
Construction Supervision for construction/
Dualization of Sialkot- Eminabad Road Upto
Kamoki,**

**Section-I:Ghatto Rora to Dharam Kot
(28.86 Km), Including Link to Motorway
(3.6 KM), Total Length:32.46 KM in
Distt Sialkot**

ISO 9001:2015 Certified



FRIENDLY HIGHWAYS

National Highway Authority



July, 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 SRFP 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 SRFP can be used with different selection methods including Quality- and Cost-Based Selection ("QCBS"), Quality-Based Selection ("QBS"), Selection under a Fixed Budget ("FBS"), and Least-Cost Based Selection ("LCS"). When mandating the use of this SRFP on the implementing agency, however, primary consideration should be given to the complexity and value of the assignment. The use of this SRFP is not required for selections of individual consultants based on the Qualification of Consultants.

This document is a live document, and may be updated on quarterly basis considering the regulatory experience feedback based on monitoring the procurement practices and valuable suggestions of the stakeholders (i.e. procuring agencies, vendors and general public).



Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

Selection of Consultants

REQUEST FOR PROPOSALS

RFP No. ... 6(684)

Selection of Consulting Services for: ... Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

Procuring Agency: ... National Highway Authority (NHA)

Project ... Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

Issued on: ... _____ July, 2026



Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

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PART – I

Section I. Letter of Invitation

Dated: ____ July, 2026

1. This Invitation for submission of Proposals follows the Procurement Notice for this project which appears in national print media, PPRA website (www.ppra.com) and NHA website (<https://nha.gov.pk/tenders>).
2. The National Highway Authority now invites proposals to provide the *Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot*. More details on the services are provided in the Terms of Reference (TOR).
3. This Request for Proposal (RFP) addresses to all the eligible 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 1 - Letter of Invitation
Section 2 - Instructions to Consultants and Data Sheet
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 – Eligible Countries
Section 6 - Terms of Reference
Section 7 - Standard Forms of Contract

6. Please submit your proposal on the following address:

*Office of the General Manager (P&CA),
National Highway Authority. 28-Mauve Area,
G-9/1, P.O. Box No. 1205, Islamabad
Phone: 051-9032727, Fax: 051-9260419
Email: gmpca.nha@gmail.com*

Yours sincerely,

(MUHAMAMD LUQMAN)
General Manager (P&CA)



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 taken into account 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 SRFP.
- o) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- p) "SRFP" 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

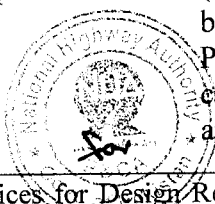
(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services 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

6.5 Government officials and civil servants of Pakistan are not eligible

for public employees

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:

- i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
- ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

- i. The Procuring Agency may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.
- ii. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
- iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.



15. Technical

15.1 The Technical Proposal shall not include any information regarding

Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

- | | |
|------------------------------------|---|
| Proposal Format and Content | Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive. |
| | 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP. |
| 16. Financial Proposal | 16.1 The Financial Proposal shall be prepared using the Standard Forms 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, Sealing, and Marking of Proposals | 17.1 The Consultant shall submit a signed and complete Proposal 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



Withdrawal of bids

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. Proposals Evaluation



21. Evaluation of Technical Proposals

- 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.
- 21.1 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.

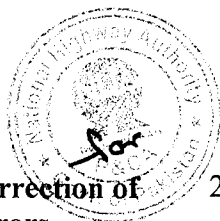
**23. Public Opening
of Financial
Proposals (for
QCBS, FBS,
and LCS
methods)**

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)**
- 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.
- c. Least-Cost Selection**
- 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.
- c. 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) is determined to be qualified to perform the Contract satisfactorily; and
- c) Successful negotiations have been concluded, if any.

31. Grievance Redressal Mechanism

31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.

31.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.

31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:

Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelops bidding procedure is adopted.

31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.



- 31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021".
- 31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.
- 31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.
- 31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.
- 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 debaring 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 II. Proposal Data Sheet

A. General	
ITC Clause Reference	
2.1	Name of the Procuring Agency: National Highway Authority (NHA) Method of Selection: Quality and Cost Based Selection (QCBS) Proposal: Consultant shall submit: (a) Technical Proposal: One (1) Original and three (3) Copies in hard alongwith soft copy in a Flash Drive; (b) Financial Proposal: One (1) Original hard copy alongwith soft copy in a Flash Drive. Name of Assignment: Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot
2.2	A Pre-Proposal Conference/ Meeting will be held: Yes Date of Pre-Proposal Conference/ Meeting: 16th July, 2026 Time: 1100 hours (Local Time) Address: Office of General Manager (P&CA), National Highway Authority (HQ), 28-Mauve Area, G-9/1, Islamabad, Pakistan. Telephone: +92-51-9032727 Facsimile: +92-51-9260419 E-mail: gmpca.nha@gmail.com; gmpca@nha.gov.pk Contact Person/ Conference Coordinator: Deputy Director (Consultancy) P&CA
2.3	As per TOR
3.1	Add following at the end of Sub-Para 3.1: "In case design consultant wins the bid in the competitive bidding, the detailed design shall be reviewed and validated by a third party acceptable to client as per the procedure therein."
4.1	Consultants can obtain information related to subject consultancy services (if available) from office as mentioned in Clause 2.2 above through written request before 7 days of submission of proposals.

Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

6.3	A list of debarred firms and individuals is available at the PPRA website: https://www.ppra.org.pk
B. Preparation of Proposals	
7.1	Following sub-clauses are added: a) The supervision of the project shall commence upon undertaking of the construction works by the contractor and shall be notified through issuance of commencement notice to the selected consultant by NHA. Any inordinate delay or cancellation of the construction work 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 supervisory 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 work is delayed or abandoned for any reason whatsoever, the consultant shall not have any legal recourse. b) The consultant shall be responsible to have the whole construction work completed in all aspects through the contractor in a professional manner so that all items of construction work are completed from one end to the other including paying attention to site clearance of debris or any other leftover material. All signs of construction work dispensed with. To achieve this objective consultant may include the price for such incidental or ancillary service which will lead to the final completion of the assignment in the price quoted by the consultant who shall remain liable for making final measurements of the Works and to issue Final Payment Certificate of the Contractor. No separate costs are payable as extra costs for this service. All such costs shall be included in these rates submitted by the consultant in its financial proposal. The consultant has to basically ensure that contractor has completed entire construction work as per Works Contract with particular reference to site clearance before taking over the project on completion. c) The consultants may better not to propose names of <u>Key Personnel</u> in construction supervision that are already proposed by the consultant 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. <u>Their secured points are liable to be reduced by 50%</u> if their names appear in one previous proposal in which they are ranked No.1 (Letter of acceptance has been issued). 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. d) <u>Availability of the Key Personnel</u> is the responsibility of the Consultancy firm/ JV for the job that is to be ensured through provision of Affidavit for personal availability. However, <u>physical</u> 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> e) Form <u>TECH-3</u> is meant for <u>comments on TOR</u> and provisions contained in RFP. Comments and observations written; elsewhere, shall not be considered for evaluation process and award of <u>the</u> contract. It is strictly prohibited that no financial information shall be written in technical proposal. f) Consultants may form a <u>Joint Venture (JV)</u> 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> g) The term <u>associates</u>, 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. h) Consultant's <u>Head Office Support</u> will be mandatory during Supervision; the firm shall be bound to provide design input required on the Site or advice on contractual matters; the cost for the same must be built in the financial proposal. Responsibility for the team in field will be backed by the Consultant's Head Office; the Head Office will assume full responsibility for the team in field. i) Any key position that remains vacant for more than one month that was required to be filled for that period, a compensation equivalent to the charge rate of that individual will be imposed. For clarification, the invoice will not include the charge rate of the missing individual and additionally, the charge rate of one month for that individual will be deducted from the invoice. This will be replicated for all missing key personnel. For the 2nd month, the compensation payment will be doubled. For the 3rd month, an additional warning will be issued. <u>If the issue persists in the fourth month, the firm can be penalized by invoking conditions of contract and even to the extent of consideration for blacklisting.</u> j) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel during the Contract period. If, for any reason beyond the
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	reasonable` control of the Consultants, it becomes necessary to replace any of the Key Personnel, then the Consultants at the written instructions of Client shall provide as a replacement with equivalent or better qualification. k) 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.
9.1	The language of the Bid is: English All correspondence shall be in English
10.1	The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) Supporting Documents: (i) Power of Attorney to sign the Proposal; (ii) Blacklisting Affidavit; (iii) personnel availability affidavit; (iv) JV agreement/ Letter of intent; (v) PEC Certificate; (vi) Certificate of incorporation and, (vii) Tax Registration Certificate. Financial Proposal: 2nd Inner Envelope with the Financial Proposal: (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Supporting Documents: (i) Proposal Securing Declaration (ii) Audit Reports of the firm(s) for last three years duly certified (<u>signed and stamp</u>) by Chartered Accountant, (iii) Declaration of Ultimate Beneficial Owners Information for Public Procurement Contracts and, (iv) Consultant's Representations Regarding Costs and Charges
10.2	Statement of Undertaking is required: Yes (The most advantageous consultant shall submit at the time of contract negotiation meeting)
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible No.

12.1	Proposals shall be valid until: 270 days (Proposal shall be valid for 270 days after the date of submission of proposal).
13.1	Clarifications may be requested no later than “ten (10)” days prior to the submission deadline. The contact information for requesting clarifications is: General Manager (P&CA) National Highway Authority 28, Mauve Area, G-9/1, Islamabad E-mail: gmpca.nha@gmail.com; gmpca@nha.gov.pk Add following at the end of 13.1 (i) Para: “The information will be shared to all prospective consultants through email/letter”.
13.1 (i) & (ii)	Replace words “shortlisted consultants” with “prospective consultants”. The amendments or clarification to RFP shall be available to NHA website in similar manner as for issuance of RFP.
14.1 (ii)	a) Estimated input of Key Experts’ time-input: 100 person-months. b) The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of <u>100 person-months</u>. For the evaluation and comparison of Financial Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.
14.1 (iii) and 27.2 use for Fixed Budget method	Not Applicable
15.2	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP). Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed <u>Non-Responsive</u> to the RFP requirements.
16.1	As per Section-4 of RFP.

16.3	Consultants shall quote the rates of remuneration for local personnel as well as expatriate (if any) and reimbursable expenses in Pak-Rupees. Foreign Currency: No 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. Financial proposal (quoted amount) shall include all types of direct and indirect taxes.
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 in hard alongwith soft copy in a Flash Drive; (b) Financial Proposal: One (1) Original hard copy alongwith soft copy in a Flash Drive.
17.7 and 17.9	The Proposals must be submitted no later than: Date: 29th July, 2026 Time: 1130 hours (Local Time) The Proposal submission address is: Office of General Manager (P&CA), National Highway Authority (HQ), 28-Mauve Area, G-9/1, Islamabad, Pakistan.
19.5	An online option of the opening of the Technical Proposals is offered: No In person: yes The opening shall take place at: Auditorium, National Highway Authority (HQ), 27/28-Mauve Area, G-9/1, Islamabad, Pakistan. Date: 29th July, 2026 Time: 1200 hours (Local Time)
19.6	In addition, the following information will be read aloud at the opening of the Technical Proposals: No other information



20.1	Responsiveness/ eligibility of the consultant will be checked prior to detail evaluation. The responsiveness/ eligibility factors are: (I) For Technical Proposal: i. All JV partners/ firms must have Valid Registration Certificate of Pakistan Engineering Council with relevant Project Profile Code. <i>In case of JV, experts proposed by each consultant should have relevant project profile code of 1215 (ii.) (Highways/ Bridges as applicable).</i> In case of formation of JV with foreign consultant in such case foreign consulting firms shall make JV in accordance with Byelaw 6(2) and Byelaw 9 of the Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Bye-Laws 1986. <u>Failure to provide Registration Certificate (license) of the firms/ Relevant registration documents/receipts (in case of foreign consulting firm/ each member in case of JV) by the PEC will entitle the Client to reject proposal.</u> ii. All JV partners/firms must be registered and on Active Taxpayer list (ATL) of Federal Board of Revenue (FBR). Proof along with valid NTN No. shall be provided. iii. 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 <u>Annex-A</u>.</i> iv. 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) 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. (II) For Financial Proposal: vi. 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). <i>Scanned financial proposal shall be rejected.</i> vii. 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, as per the format attached at Annex-G at the end of this RFP. Failure to comply with the above the financial proposal of the consultant shall be declared <u>non-responsive</u>.
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	viii. Audit Reports (minimum 03 Nos) of the firm(s) during last five years, prepared by registered Chartered Accountant (signed/stamp) appearing on list of firms on ICAP directory as per International Standard on Auditing (ISA's). (Refer Annex-H) (To be attached with Technical Proposal). Note: If the financial proposal of the Consultant is found non-responsive, then for evaluation purpose, financial score of the Consultant shall be given as zero. (III) 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.																																																			
21.1 (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: <table border="1"> <thead> <tr> <th>Sr. No</th> <th>Description / Items</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Experience of the Firm</td> <td>100</td> </tr> <tr> <td>1-a)</td> <td>General Experience in road Transport Sector *</td> <td>(25)</td> </tr> <tr> <td>1-b)</td> <td>Specific Experience related to particular Assignment*</td> <td>(75)</td> </tr> <tr> <td>2.</td> <td>Approach & Methodology</td> <td>250</td> </tr> <tr> <td>2-a</td> <td>Appreciation of the Project</td> <td>(70)</td> </tr> <tr> <td>(i).</td> <td>Evidence of Site Visit with Photographs</td> <td>(30)</td> </tr> <tr> <td>(ii).</td> <td>Clarity of appreciation</td> <td>(20)</td> </tr> <tr> <td>(iii).</td> <td>Comprehensiveness of appreciation</td> <td>(20)</td> </tr> <tr> <td>2-b</td> <td>Problem Statement/ Understanding of Objectives</td> <td>(50)</td> </tr> <tr> <td>(i).</td> <td>Identification of Problems/ Objectives</td> <td>(30)</td> </tr> <tr> <td>(ii).</td> <td>Components of Proposed Services</td> <td>(20)</td> </tr> <tr> <td>2-c</td> <td>Methodology</td> <td>(80)</td> </tr> <tr> <td>(i).</td> <td>Proposed Solutions for this Project</td> <td>(30)</td> </tr> <tr> <td>(ii).</td> <td>Quality of Methodology</td> <td>(20)</td> </tr> <tr> <td>(iii).</td> <td>Conciseness, clarity and completeness of proposal**</td> <td>(30)</td> </tr> <tr> <td>2-d</td> <td>Suggested changes for improvement in TOR</td> <td>(10)</td> </tr> </tbody> </table>	Sr. No	Description / Items	Points	1.	Experience of the Firm	100	1-a)	General Experience in road Transport Sector *	(25)	1-b)	Specific Experience related to particular Assignment*	(75)	2.	Approach & Methodology	250	2-a	Appreciation of the Project	(70)	(i).	Evidence of Site Visit with Photographs	(30)	(ii).	Clarity of appreciation	(20)	(iii).	Comprehensiveness of appreciation	(20)	2-b	Problem Statement/ Understanding of Objectives	(50)	(i).	Identification of Problems/ Objectives	(30)	(ii).	Components of Proposed Services	(20)	2-c	Methodology	(80)	(i).	Proposed Solutions for this Project	(30)	(ii).	Quality of Methodology	(20)	(iii).	Conciseness, clarity and completeness of proposal**	(30)	2-d	Suggested changes for improvement in TOR	(10)
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	2-e	Work Program	(20)
	2-f	Staffing Schedule	(20)
3.	Key Staff***		450
4.	Performance Certification from clients****		100
5.	Present Commitments (current engagement and available strength – justification)*****		50
6.	Transfer of Knowledge (Methodology/ Plans) *****		50
Total Points:			1000
Minimum qualifying technical score:			700

*(1-a) Maximum fifteen (15) best projects completed, indicating their worth (consultancy services/ project cost), person man-months of key personnel, duration of the project and share (JV/Lead) shall be provided under general experience for consideration in evaluation.

(1-b) Maximum ten (10) projects completed in the last ten 10 years indicating their worth, person man-months of key personnel and duration of the project shall be provided under specific experience for consideration in evaluation.

Note: Any project mentioned completed under Form A-2 (*Specific Experience*) will not be considered for evaluation unless Authentic Assignment Completion Certificate (with proper Letter Reference No., Issued date, Sign/Stamp) with satisfactory remarks by the client's representative is attached.

** Conciseness and clarity contain 10 marks and 20 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.

*** Firm affidavit for presence of personnel carries 25 marks out of 450 marks (complete in all respect as per specimen annexed at **Annex-B** placed at the end of this RFP).

**** Authentic Performance/ Client Satisfaction Certificates (with proper Letter Reference No., Issued date, Sign/Stamp) shall be provided for assigning score in evaluation (at least for the three projects/ assignments, competed in the last five (05) years prior to date of submission of proposal) indicating the Title of project, Staff-Months of Key Personnel provided by the firm & completion date. The Client NHA reserves the right to verify the Performance/ Assignment Completion Certificates. The Client NHA also reserves the right to verify/ inquire about the performance of the consultants on its ongoing projects. (**Note: Scoring of Marks will be affected, if any adverse performance rating of consultant,**

is reported by any section of NHA).

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).

***** List down present commitment of the firm/JV including projects from clients other than NHA as well as per specimen annexed at **Annex-D** placed at the end of this RFP).

***** Transfer of knowledge would be in the form of association with new/ less experienced firm(s) by sharing upto maximum 7.5 % of Assignment viz-a-viz input with them for promoting the consultancy industry in the country. The nomenclature of new/less experience firm be nominated as sub-consultant, whose name will be stated in their proposal. Criteria for New firm is as under:

- (i) is the one which has not carried out more than three (3) projects.
- (ii) The new /less experienced firm(s) after having executed three relevant Projects be promoted to an independent regular firm. The new company will not be overburden with more than two projects simultaneously having overlapping effect.
- (iii) The new firm must be registered with Pakistan Engineering council (PEC) but the requirement of the specific PEC profile code is mandatory for the input he is likely to render.

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

a- Design Review:

Sr. No.	Description / Items	Points (%)
i.	Academic and General Qualifications	30
ii.	Professional experience related to the Project	60
iii.	Status with the firm (Permanent & duration with Firm)	10
	Total	100

b- Construction Supervision:

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.		
23.1	An online option of the opening of the Financial Proposals is offered: No		
23.1	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. The technically qualified Consultants who wishes to attend this public opening should contract below address: General Manager (P&CA) National Highway Authority Ministry of Communications Government of Pakistan 28-Mauve Area, G-9/1, P. O. Box No. 1205, Islamabad, Pakistan Telephone: +92-51-9032727 E-mail: gmpca.nha@gmail.com		
25.1	For the purpose of the evaluation, the Procuring Agency will exclude: (a) All provisional sum and contingencies items mentioned in FIN-4, and (b) General Sales taxes (GST) on Construction Supervision Phase. Note: i. For "Design Review", the grand total is inclusive of all the applicable Federal, Provincial and Local taxes. All these taxes including GST are required to be built in the quoted rates and not be mentioned separately. Deduction of GST will be as per prevailing rules and regulations. ii. For "Construction Supervision", the grand total is inclusive of all the applicable Federal, Provincial and Local taxes. All these taxes (except GST) are required to be built in the quoted rates and GST shall be mentioned separately. Deduction of GST will be as per prevailing rules		

	and regulations.
26.1	The single currency for the conversion of all prices expressed in various currencies (if applicable) into a single one is Pakistani Rupees (PKR). The official source of the selling (exchange) rate is: State Bank of Pakistan The date of the exchange rate is: 28 days prior to submission of proposal.
27.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 1,000. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 1,000 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. Sf will be calculated using competitive financial elements as highlighted in Data Sheet Clause 25.1 The weights given to the Technical (T) and Financial (F) Proposals are: T = 80% F = 20% 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 + F = 100%) as following: $S = St \times T\% + Sf \times F\%$.
D. Negotiations and Award	
28.1	Expected date and address for contract negotiations: Date: November, 2026 (tentatively) Address: National Highway Authority Ministry of Communications, Government of Pakistan 28-Mauve Area, G-9/1, P. O. Box No. 1205, Islamabad, Pakistan. Add at the end of Para 28.1; "If the Consultant ranked first, then the Consultant shall submit JV agreement clearly mention share of each JV member and Sub-Consultant (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". <i>(Note: The payment to the Sub-Consultant shall be the responsibility of the lead firm)</i>

28.3	Add at the end of Para 28.3; The Consultant is bound to replace all Key Personnel proposed who scored less than 70% marks in Personnel Evaluation of Construction Supervision phase, if the Client so requests. If the Consultant refuses to replace such Key Personnel, the Client reserves the right to reject its proposal and invite the Consultant that received the second highest score in ranking to Contract negotiations.
30.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: http://www.ppra.org.pk The publication will be done within thirty (30) days after the contract signing.
30.2	Expected date for the commencement of the Services: Date: November, 2026 at: Islamabad, Pakistan and Project site.
31.1	If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its written complaint on following address: For the attention: Muhammad Shoaib Dogar Title/position: General Manager (Grievance Redressal Committee (GRC)/ Planning), National Highway Authority Client: National Highway Authority Email address: gmpplanningnha@gmail.com Telephone number: +92-51-9032721



SUMMARY EVALUATION SHEET FOR FULL TECHNICAL PROPOSALS (FTP)

EVALUATION CRITERIA		Max. Weightage	Firm 1		Firm 2	
			Rating	Score	Rating	Score
1. Firms Experience		100				
	1-a. General Experience in road Transport Sector	25				
	1-b. Specific Experience related to particular Assignment	75				
2. Approach and Methodology		250				
	2-a. <u>Appreciation of the Project</u>	70				
	(i) Evidence of Site Visit with Photographs giving a clear understanding/ proof of the project site	(30)				
	(ii) Clarity of appreciation	(20)				
	(iii) Comprehensiveness of appreciation	(20)				
	2-b. <u>Problem Statement/ understanding of objectives</u>	50				
	(i) Identification of Problems/ Objectives	(30)				
	(ii) Components of Proposed Services	(20)				
	2-c. <u>Methodology</u>	80				
	(i) Proposed Solutions for this Project	(30)				
	(ii) Quality of Methodology	(20)				
	(iii) Conciseness, clarity and completeness of proposal	(30)				
	2-d. <u>Suggested Changes for Improvement in TOR</u>	10				
	2-e. <u>Work Program</u>	20				
	2-f. <u>Staffing Schedule</u>	20				
3. Key Personnel		450				
	Firm affidavit for presence of personnel	25				
	a- Design Review (Key-Staff)*	180				
	i. Team Leader/ Senior Highway Engineer	25				
	ii. Pavement Engineer	20				
	iii. Structure Engineer	20				
	iv. Geotechnical Engineer	15				
	v. Hydrologist/Road Drainage Expert	15				
	vi. Certified Road Safety Auditor	15				
	b- Construction Supervision (Key-Staff)	315				
	i. Resident Engineer	120				
	ii. Material Engineer	100				
	iii. ARE (Highways)	50				
	iv. Senior Quantity Surveyor	45				
4. Performance Certification from clients		75				
	Affidavit on stamp paper duly attested by the Oath Commissioner regarding non-blacklisting	25				
5. Present Commitments (current engagement and available strength – justification)		50				
6. Transfer of Knowledge (Methodology/ Plans)		50				
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.

* The Key Experts proposed for Design Review shall be the permanent employees of the firm; otherwise, 50% of the marks assigned to that expert shall be deducted from the total.

PERSONNEL EVALUATION SHEET

POSITION / AREA OF EXPERTISE	Name	Academic and General Qualification* Weightage 30%		Project related Experience Weightage 60% for [Design Review] and 65% for [Construction Supervision]		Status with the Firm** 10% for [Design Review] and 05% for [Construction Supervision]		OVERALL RATING (Sum of Weighted Ratings) (A+B+C)
		Percentage Rating	Weighted Rating (A)	Percentage Rating	Weighted Rating (B)	Percentage Rating	Weighted Rating (C)	
(Show all experts to be evaluated)								
<u>Design Review Team</u>								
i. Team Leader/ Senior Highway Engineer								
ii. Pavement Engineer								
iii. Structure Engineer								
iv. Geotechnical Engineer								
v. Hydrologist/Road Drainage Expert								
vi. Certified Road Safety Auditor								
<u>Construction Supervision (Key-Staff)</u>								
i. Resident Engineer								
ii. Material Engineer								
iii. ARE (Highways)								
iv. Senior Quantity Surveyor								

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 and Experience of above Key Personnel, refer to TOR Chapter 5, Clause -5.6 (Qualification and Experience Requirement of Personnel).

** 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.	As given below
√		TECH-3A	A - Terms of Reference	3
√		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, Date}

To: *[Name and address of Procuring Agency]*

Dear Sirs:

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.”]*

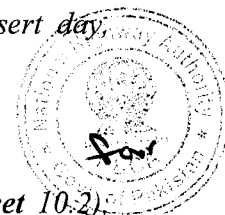
{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if 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 15 best Projects completed): to be provided in tabular form showing cost, duration, man-months and brief description of services performed (See Data Sheet Clause 21.1).
2. **Specific Experience** (Maximum 10 projects completed/substantially completed) in the last ten (10) years, related to particular assignment (See Data Sheet Clause 21.1), should be given on following format:

Assignment Name:		Country & Location
Name of Client:		Address:
Project Cost:		Approx. Value of Services (in Current US\$/Rs.)
Professional Staff Provided by Your Firm:		Approx. Value of Share of Member in the JV (in Current US\$/Rs.)
Start Date (Month/Year):	Completion Date (Month/Year):	No. of Key Staff and Key Staff Man-Months:
Name of Associated / JV Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)/ JV 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, III,X:

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.

3. Authentic Performance/ Client Satisfaction Certificates (with proper Letter Reference No., Issued date, Sign & Stamp) shall be provided for assigning score in evaluation (at least for the three projects/ assignments, competed in the last five (05) years prior to date of submission of proposal) indicating the Title of project, Staff-Months of Key Personnel provided by the firm & completion date. (See Data Sheet Clause 21.1)

In addition to above, the Consultant are required to provide General and Specific Experience as per the following format:

General Experience

S.N	Project Title	Nature of Project	Client	Duration		Status of Project	Lead or JV	Total Cost of Project	Cost of consultancy Services	Staff provided by your firm
		D.D/F.S/ D.R/C.S		From MM-YEAR	To MM-YEAR	Completed /In complete				

Specific Experience

S.N	Project Title	Nature of Project*	Client	Duration		Status of Project	Lead or JV	Total Cost of Project	Cost of consultancy Services	Staff provided by your firm, their Role & Man-Months	Completion Certificates (having proper letter No and Date) attached at
		D.D/F.S/ D.R/C.S		From (MM-YEAR)	To (MM-YEAR)	Completed/ In-complete					

Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

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.}

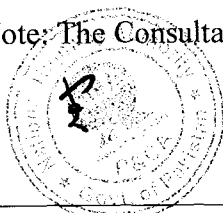


Form TECH-5: Work Schedule and planning for deliverables

Nº	Deliverables ¹ (D-..)	Months											TOTAL IN NUMBERS
		1	2	3	4	5	6	7	8	9		n	
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 and mentioning total numbers of months at the end of the column.
3. Include a legend, if necessary, to help read the chart.

Note: The Consultant are encouraged to prepare a bar chart using either Primavera or MS Project.



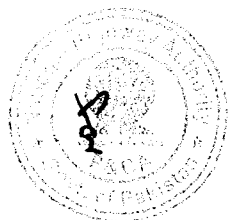
Form TECH-6: Team Composition, Assignment, and Key Experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the **Data Sheet** ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals working (billable) days as per Labour Law of Pakistan (48 hours a week). One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work carried out in the Consultant head office. "Field" work means work carried out in the field/site office.

 Full time input
  Part time input
 D stand for Deliverable

Note: In addition to above, the Consultant are required to prepare "**Staffing Schedule**" in a form of a bar chart (Preferably using Primavera or MS Project).



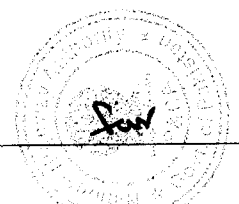
Form TECH-6 (Continued): CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Name of the Firm:	
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}

Note: For Master's and PhD Qualification, the Consultants are advised to strictly mention the field of specialization of the proposed key individuals so that it will be considered during evaluation accordingly.

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates (month & year), 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. Hbbbb, deputy minister]		

Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatta Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

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}	

In addition to above, the Consultant are required to provide experience details of Key Expert on following format:

i.	Project Title	
ii.	Nature of Project* (D.D/F.S/D.R/C.S)	
iii.	Executing Agency/Department	
iv.	Position Held on Each Project	
v.	Duration: From-To (MM - YEAR) (Total Man-Months Engaged on Project)	
vi.	Specific Roles Assigned	

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/

Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatta Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

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.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date



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.}

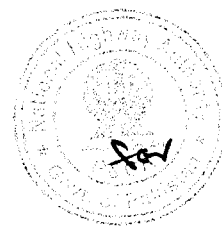
Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

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, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

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].

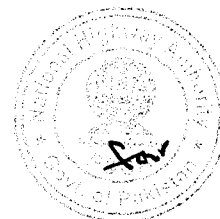
Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

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,



Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

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	Construction Supervision	
(2) Reimbursable	Design Review	
	Construction Supervision	
Sub-Total:	Design Review *	
	Construction Supervision **	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}		
Design Review Taxes: All types of taxes should be built in the quoted cost.		
GST @17% for Construction Supervision only (should be mentioned separately)		
Grand Total:		

* This cost must be inclusive of all applicable Taxes, Remuneration/ Salary Costs, Direct Non-Salary Costs etc. The Consultant shall provide detailed breakup of this cost during Contract Negotiation meeting (most advantageous consultant only) for each item/task as mentioned in Terms of Reference.

** This cost must be inclusive of all applicable Federal, Provincial and Local Taxes except General Sales Tax (GST).

Footnote: Payments will be made in PKR.

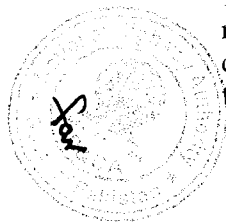
Form FIN-3: BREAKDOWN of Remuneration

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					
Non-Key Experts					
N-1			[Home]		
			[Field]		
N-2					
Total Costs					

Note:

a) Refer TOR for staffing inputs/requirements.

b) The Consultants are required to quote the rates/basic salary 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.

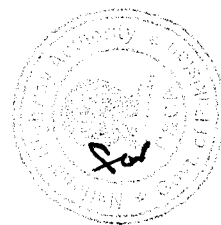
[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____



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

(Expressed in {insert name of currency*})

Personnel		Name of Firm	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										
Field Office										

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1

2. Expressed as percentage of 4

** In case of JV member, breakdown of Social Charges and Overhead Charges shall be given in the format as given below, for each member separately and same may be used for calculating salaries of their respective staff "Proposed Fixed Rate per Working Month/ Day/ Hour" by each partner separately.



Sr. No.	Descriptions	JV Member 1 (if any)	JV Member 2 (if any)	JV Member 3 (if any)	Sub- Consultants	Remarks
1	Social Charges					Breakdown of social charges shall be provided
2	Overhead Charges					Breakdown of overhead charges shall be provided

Form FIN-4: BREAKDOWN of Reimbursable Expenses**B. Reimbursable Expenses**

No	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Pak. Rupees- as in FIN-2}
1.	Communication Expenses allocable to the Assignment	P.M		24	
2.	Printing of Reports and Drawings for the Assignment	P.M		24	
3.	Travel Expenses of Required Key Personnel between Head Office and Site (as per actual)	P.S	-	-	500,000
4.	Cost for Design Review:				
	a) Design Review Services Fee (As per TOR)**	L.S			
5.	Others not covered above to comply with TOR requirement***	-			
Total Costs					

Legend:

- * Reimbursement of actual expenditures upto a maximum limit subject to approval of Project Director for travel(s).
- ** This cost shall be quoted as Lump Sum (LS) cost and the cost must be inclusive of all applicable Taxes, Remuneration/ Salary Costs, Direct Non-Salary Costs etc. The Consultant shall provide **detailed breakup of this cost during Contract Negotiation meeting** (most advantageous consultant only) for each item/task as mentioned in Terms of Reference.
- *** Any additional item/ cost quoted against these line items must be supported by solid/ tenable justification(s) detailed in Technical Proposal Submission Form Tech-4 "Comments on TOR" without indicating financial value therein. The negotiation committee of the Client may negotiate this cost on the basis of justification provided in the form Tech-4 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.



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:

1. 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 SRF Documents.

2. 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



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
- (c) 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 SRFP Documents.

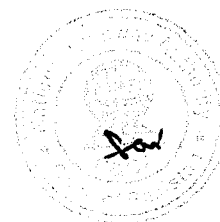
We understand this Proposal Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

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



CHAPTER NO. 1

INTRODUCTION

1.1 BACKGROUND:

- The Ghatto Rora to Dharm kot Road Project is a critical infrastructure initiative aimed at enhancing connectivity between Sialkot and Eminabad by improving and widening the existing road. This project plays a key role in supporting regional transportation, reducing congestion, and facilitating economic growth. The primary objective is to upgrade the current road infrastructure to meet modern engineering standards, ensuring smoother traffic flow, improved safety, and better road durability.
- A key issue identified along the existing road is the water stagnation in built-up areas, where surrounding land has been raised above the road level, leading to structural deterioration.
- The proposed road section will consist of four lanes, each 3.65 meters wide, with an inner shoulder of 1 meter and an outer shoulder of 2.5 meters.

1.2 NEED ASSESSMENT:

The proposed road begins in Sialkot city and extends towards the N-5. The first section of the road having length of 7 km consists of a dual carriageway. This dual carriageway terminates at Ghatto Rora, near the Zoom fuel station. Beyond this point, the road narrows into a single carriageway, which has been designated as the starting point for onward dualization.

1.3 PROJECT DEFINITION:

Project scope is Construction Supervision for Construction/Dualization of Sialkot - Eminabad Road up to Kamoki Section-I, Ghatto Rora to Dharm Kot (Length: 28.86 Km), including link to Motorway (3.6-Kilometer), Total Length: = 32.46 Kilometer), in District Sialkot

1.4 PROJECT OBJECTIVES:

- The project will provide safer, quicker and more efficient
- passage.
- After dualization of project road, smooth traffic flow will be possible & traffic accident ratio will be reduce to a great extent.
- Vehicle operating cost will be reduced & traveling time will be saved.
- Job opportunities will be created for local people and other surrounding areas.

TOR for Design Review & Construction Supervision for Construction/Dualization of Sialkot - Eminabad Road up to Kamoki Section-I, Ghatto Rora to Dharm Kot (Length: 28.86 Km), including link to Motorway (3.6-Kilometer), Total Length: = 32.46 Kilometer), in District Sialkot

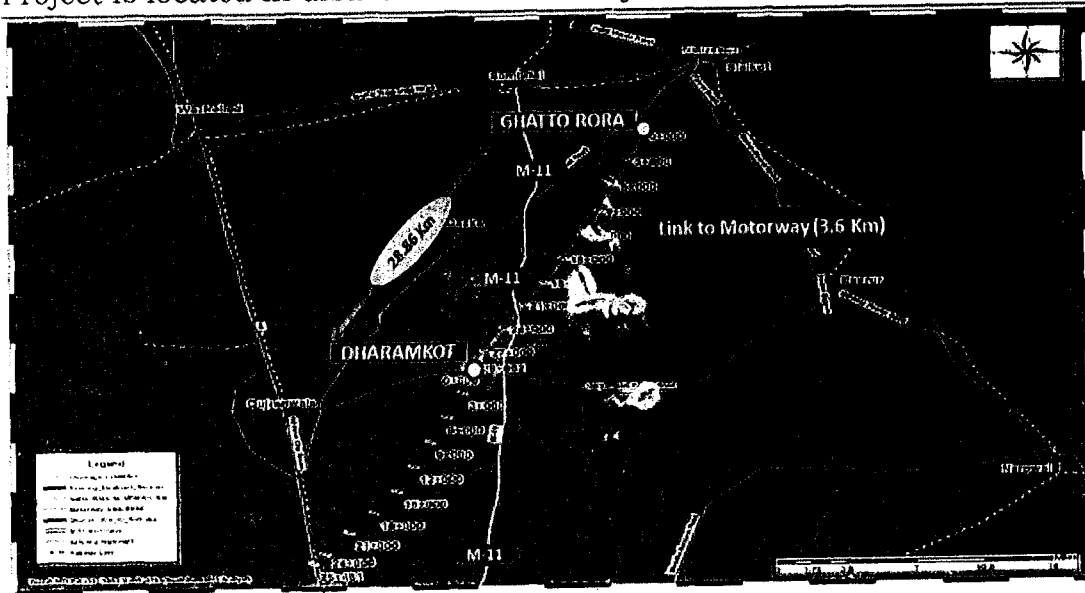
Page 3

CHAPTER NO.2

DESCRIPTION OF THE PROJECT

2.1 LOCATION OF PROJECT

Project is located in district Sialkot of Punjab Province.



2.2 PROJECT WORKS

- The scheme envisages the Design Review & Construction Supervision for Construction/Dualization of Sialkot - Eminabad Road up to Kamoki Section-I, Ghatto Rora to Dharm Kot (Length: 28.86 Km), including link to Motorway (3.6-Kilometer), Total Length: = 32.46 Kilometer), in District Sialkot.
- The scope of work of the assignment has been defined in the TOR. However, main scope of work is given as under but not limited to the following:
 - Design Review.
 - Construction supervision of the subject project.
 - Quality control/Quality assurance.
 - Traffic diversion plan.
 - Highway safety of human life including Clint, contractor & its own staff during execution of work including traffic
 - Assist NHA in audit of the project will be equal responsible for any ambiguity the assistance of consultant will remain intact upto settlement of audit para.

TOR for Design Review & Construction Supervision for Construction/Dualization of Sialkot - Eminabad Road up to Kamoki Section-I, Ghatto Rora to Dharm Kot (Length: 28.86 Km), including link to Motorway (3.6-Kilometer), Total Length: = 32.46 Kilometer), in District Sialkot

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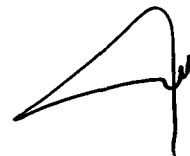
- Preparation of revised PC-I up to approval (if required) (cost will be built in its bid).
 - Preparation of PC-IV (up to approval) (cost will be built-in its bid).
 - Along with the hard copies the consultant must provide dually certified soft/scanned copies of all the documents prepared/used/referred etc. during the contract period. The soft/scanned copies shall be stored in the appropriate storage media like external hard disk in a secure and structured manner. The scanned copies must have proper file names/titles etc. in appropriate folders for quick retrieval. The soft/scanned provided by the consultant must have third party certification and traceability.
- It is pertinent to mention here that the consultant will be responsible for quality of work, timely execution (details are given in other chapters of TOR). However, it is highlighted that all expenditure for preparation of Revised PC-I and PC-IV up to approval from concerned forum will be built-in a bid.
 - The supervisory consultant will response to client without any extra expenditure in settlement of Audit Para's, preparation of Revised PC-I & PC-IV even after conducting construction activities upto finalization and approval of all subject documents.

2.3 TIME OF START

The services shall commence immediately after signing of the contract agreement.

2.4 TIME OF COMPLETION

The Implementation period for Construction Supervision is 24 months.




TOR for Design Review & Construction Supervision for Construction/Dualization of Sialkot - Eminabad Road up to Kamoki Section-I, Ghatto Rora to Dharm Kot (Length: 28.86 Km), including link to Motorway (3.6-Kilometer), Total Length: = 32.46 Kilometer), in District Sialkot Page 5

CHAPTER 3

DESIGN REVIEW

3.1 OBJECTIVES

The Consultant shall perform, to the satisfaction of the Client and in accordance with standard engineering practices, the following tasks including, but not limited to:

- a. Review the design provided by the Client for correctness, safety, adequacy, and compliance with the design standards specified in the Terms of Reference (TOR).
- b. Validate the design against actual ground conditions, including the activities described in Clause 3.1(c). Any discrepancies or required revisions shall be addressed by the Design Review Consultant.
- c. Conduct joint cross-section surveys along the project alignment and prepare Construction Drawings in coordination with the Design Consultant and Project Authorities. Existing survey CAD drawings shall be provided by the Client.
- d. Upon completion of joint cross-sections, review and validate the BOQ and submit a detailed report highlighting any variations and revisions.

3.2 RESPONSIBILITIES OF THE DESIGN REVIEW CONSULTANT

a. The Design Review Consultant shall critically review all available designs and drawings. Any errors, discrepancies, omissions, or recommendations for improvement shall be communicated to "The Engineer." The Consultant shall prepare a Design Review Report and proceed as follows:

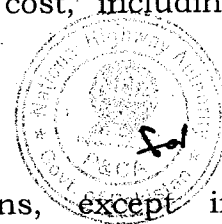
- If the Design Review Consultant fully agrees with the original design, both the Designer and the Design Review Consultant shall share equal responsibility for the design.
- If modifications proposed by the Design Review Consultant are accepted by the Designer, both parties shall share equal responsibility for the revised design.
- If the Designer does not agree with the proposed modifications, the Design Review Consultant shall assume full responsibility for the revised design.

b. Conduct Road Safety Audits during construction and prior to opening the road to traffic, and prepare reports incorporating all recommendations, where applicable.

c. Any approved revisions, additions, or updates recommended by the Design Review Consultant shall be carried out without additional cost, including associated personnel, equipment, software, and office expenses.

d. Prior approval of the Client shall be obtained before:

- Modifying the design;
- Issuing Variation Orders with financial implications, except in emergencies;



Terms of Reference (ToR) for Design Review and Construction Supervision for Construction / Dualization of Sialkot – Eminabad Road up to Kamoki Section-I, Ghatto Rora to Dharm Kot (Length: 28.86Km), including link to Motorway (3.6Km), Total Length:32.46Km), in District Sialkot.

- Changing work quantities;
- Approving additional items or costs;
- Approving additional works;
- Approving extensions of time.

e. All available drawings and data shall be provided to the Design Review Consultant by the Design Consultant. Where calculations are unavailable, the Consultant shall prepare them independently.

3.3 SCOPE OF WORK / TERMS OF REFERENCE FOR DESIGN REVIEW

The scope of work may be reviewed and adjusted during project execution with the approval of the Client.

3.3.1 INCEPTION REPORT

The Consultant shall conduct a preliminary review of the design and determine the applicable design criteria, codes, and standards to ensure consistency with the original design basis.

A Draft Inception Report shall be submitted to NHA containing:

- Preliminary review findings;
- Review methodology,
- Proposed design review criteria, codes, and standards.

3.3.2 GROUND VALIDATION / SURVEY

The Consultant shall:

- Verify existing ground conditions and update surveys where required.
- Verify survey monuments as per drawings and report discrepancies, if any.

3.3.3 GEOMETRIC DESIGN

The Consultant shall:

- Review the horizontal and vertical alignment for the roads based on review of Tender Drawings and the Topographic Survey carried out. This work will include if required, amending the alignment plan and profile drawings based on the updated topographic surveys;
- Check the adequacy of typical cross sections, also, recommend and carry out revision/improvement, if required. Any change in the profile after taking joint X-Sections at Site shall be carried out by the Design Review Consultants;
- Issue of finalized or revised Construction Drawings, also, prepare and provide additional/ final detailed Drawings, if and as necessary, including drainage (inclusive of drainage scheme through the built-up areas), junctions, road signs and markings, safety measures, km stones, protection works etc. based on the Contractors' survey and setting out.

3.3.4 PAVEMENT DESIGN

The Consultant shall review and validate:

- Traffic counts and projections;
- ESAL calculations and damaging factors;
- Pavement design adequacy;
- Recommend improvements where required.

3.3.5 SOIL / GEOTECHNICAL INVESTIGATION

Review existing soil report/geotechnical report provided by the Design Consultant and suggest any additional testing, if required. All confirmation bore holes/ bore test/ soil tests/other tests, investigation has to be supervised by the Design Review & Supervisory Consultants.

3.3.6 CONSTRUCTION MATERIALS

The Consultant shall review the suitability of locally available construction materials and recommend alternative sources or quarries if necessary.

3.3.7 HYDROLOGY AND HYDRAULIC STUDIES

The Consultant shall:

- Review the Hydrology Report and recommend revisions or additional data where necessary.
- Review and update drainage provisions, including side drains and disposal arrangements.

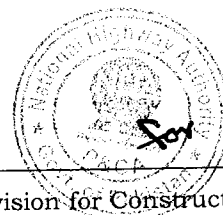
3.3.8 STRUCTURES

The Consultant shall:

- a. Ensure all bridge details are complete and modify the Design and Drawings wherever required due to foundation level as a result of the change in the hard strata or any other reason at the time of execution.
- b. Inspect the site and review the Design including calculations and point out errors/ mistakes and make recommendations for improvements if any for the proposed new structures or structures to be rehabilitated/reconstructed.
- c. Inspect the locations of proposed and existing cross drainage structures and make recommendations and revisions for additions or deletions.
- d. Inspect existing structure (if any) and make recommendations for repairs or changes needed but not accounted for by the Design Consultant.
- e. Review the existing drainage structures (if any) and proposed side drains and their disposal at suitable locations.

3.3.9 BOQ AND COST ESTIMATES

Terms of Reference (ToR) for Design Review and Construction Supervision for Construction / Dualization of Sialkot – Eminabad Road up to Kamoki Section-I, Ghatto Rora to Dharm Kot (Length: 28.86Km), including link to Motorway (3.6Km), Total Length:32.46Km), in District Sialkot.



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Check in detail the BOQ/ Estimates, recommend and update changes/ corrections, if required. Consultants is advised to keep the original Contract intact as much possible (excepting necessary mitigation) to avoid re-rating and variation orders, unless the project quality/ safety is compromised.

3.3.10 REVIEW OF BIDDING DOCUMENTS (IF REQUIRED)

Where required, the Consultant shall review bidding documents and assist NHA during procurement, bid evaluation, and contract award.

3.3.11 ENVIRONMENTAL REVIEW

The Consultant shall:

- a. Based on the findings of the Environment Impact Assessment (EIA), review the environmental study report. Ensure that the adequate measures are incorporated in the design to mitigate the adverse impact including those likely to be encountered during construction and recommend any improvement.
- b. Ensure that the bidding documents include specific provisions to minimize disruptions/ damage to the environment and local settlements during construction and recommend any improvement.
- c. Review Environment Management Plan to address implementation and monitoring parameters listed in EIA report during construction and operational phases and recommend any improvements.

3.3.12 DESIGN REVIEW REPORT

a. The Consultants shall prepare a detailed report stating concurrence/agreement with the designs and/or proposing any required modifications.

- The report shall include comments on the quality of drawings and recommendations regarding further drawings or instructions to be issued to the Contractor(s).
- The Consultants may, where necessary, hold meetings with the Design Consultant to discuss the submitted reports.
- Any such meetings shall be conducted under prior intimation to the Client.

b. The review report shall be forwarded to Design Consultant for incorporation in the detailed design.

c. Any inadequacy of Design and any Variation in cost during reviewing must be mentioned along with a check list which resulted in the Variation Cost.

3.3.13 CONSTRUCTION DRAWINGS

Based on the Final Design Review Report, the Design Review and Supervisory Consultant shall prepare and submit the Construction Drawings to NHA for subsequent issuance in accordance with the relevant Conditions of Contract.

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Any subsequent additions, revisions, or amendments to the Construction Drawings, if required, shall also be prepared and issued by the Design Review and Supervisory Consultant to the Contractor in accordance with the relevant Conditions of Contract, without any additional cost.

3.3.14 REVISED PC-I

Based on the Design data provided, the Consultants shall prepare revised PC-I for the project, if required, including economic analysis and Environmental Impact Assessment (EIA) on Performa of PC-I prescribed by Planning Commission.

3.4 FIELD SUPERVISION (REVIEW STAGE)

3.4.1 SURVEY WORK/ GEOMETRY

- a. Establish missing monuments if any and confirm the accuracy of horizontal and vertical controls.
- b. The Supervisory Consultants shall be responsible to obtain the benchmarks and other information from the Design Consultant under intimation to NHA as required for commencement of construction activities.
- c. The Supervisory Consultants shall carryout and supervise the following works:
 - Stake the centerline, ROW limits and fixing of ROW markers through Contractor, relocation of roadway structure and appurtenances.
 - Setting of Grade-stakes.
 - Relocation of permanent monuments (survey reference points) in the construction.
- d. Without relieving the Contractor(s) of their obligations under the contract, review and approve the Traffic Management and Safety Plan, and ensure compliance such that works are carried out at all times in a safe and secure manner and damage or injury to persons or property is avoided.

3.4.2 SOIL

Based on the recommendations of the Design Review Consultant, additional soil testing, including confirmatory bores, where agreed by the Client, shall be carried out, and the Design Review Consultant shall recommend and supervise the same through the Supervisory Consultants.

3.4.3 CONSTRUCTION MATERIAL

- Check suitability of borrow materials and assess the quality and quantity of materials and hauling distance and update (if required), the Mass Haul Diagram.



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- Detailed supervision, detailed review of materials as investigated and included in the soil investigation report.

3.5 MODE OF PAYMENT

For the purpose of payment, the Consultant is required to quote Lump Sum (LS) cost for design review services. The cost must be inclusive of all taxes, Remuneration/Salary Costs, Direct Non- Salary Costs etc. The mode of payment is as under:

Sr. No.	Deliverable /Service	Percentage of Design Review Cost
i.	Inception Report	25%
ii.	Design Review Report (including all the other reports as demanded at different stages of review)	25%
iii.	Construction Drawings	50%
	Total	100%

NOTES REGARDING PAYMENT:

- Three (03) hard copies along with soft copy of final version of each deliverable will be submitted.
- All deliverables must be signed & stamped and all pages /sheets be properly numbered
- Any service reflected in above TOR but not mentioned in the mode of payment or vice versa will be duly carried out without failure. Moreover, if any service is mentioned in TOR but not reflected in mode of payment then its cost will be deemed to be built in the services mentioned in the mode of payment.
- Depending upon quality of deliverable and responsiveness to TOR, partial payment up to 50% may be initially approved against the deliverable. Remaining /Final payment against any deliverable is of acceptable quality and completely responsive to TOR;(b) comments (if any) have been appropriately addressed by the Consultant; and(c) hard copies of final deliverable are submitted in requisite quantity along with soft copies. The soft copies must be complete in all respects and be properly indexed by the consultant.
- If final deliverable/report is not completely responsive to TOR and /or has quality issues, then partial or full payment against the report/deliverable will be deducted besides adverse performance rating of consultant. This deduction will not absolve the consultant of any penalty on account of delayed submissions.

3.6 MANPOWER REQUIREMENT

For the purpose of technical evaluation, the consultant will provide CV of the following Key staff:

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Sr. No.	Position	Nos.
1.	Senior Highway Engineer (Team Leader)	01
2.	Pavement Engineer/Expert	01
3.	Structural Engineer/Expert	01
4.	Geotechnical Engineer/Expert	01
5.	Hydrologist / Road Drainage Expert	01
6.	Certified Road Safety Auditor	01

3.7 **PRESENTATION & POINTS FOR CONSIDERATION**

1. The Consultant will give presentation (s) on the services carried out under this ToR as, when, and where required.
2. Upon completion and approval of the Design Review stage, the responsibilities and obligations of the Design Section shall be deemed concluded.



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CHAPTER NO.4

CONSTRUCTION SUPERVISION

4.1 DETAILED SCOPE OF WORK COVERING CONSTRUCTION SUPERVISION FOR SUPERVISORY CONSULTANT

The responsibility of supervision shall rest with the Engineer who shall issue instructions in writing to the Supervisory Consultants for the supervision of works as per the Contract. As the Engineer's Representative, the Consultants' authorized representative and other staff will implement the Works Contract and ensure that the Works are constructed in accordance with its provisions. The Consultant will have all the powers defined in the FIDIC Conditions of Contract as being the Engineer / Engineer's Representative. Supervisory Consultants shall carry out a revision in the plans and specifications as required by the Engineer and prepare all change orders instantly thereto and shall further assist the Engineer in negotiations necessary for execution of the changes. Such revisions shall be encouraged which result in improved project performance, in accordance with the plans and conforming to the specifications. The Supervisory Consultants shall carry out the Construction Supervision but not limited to the following tasks:

- Make sure execution of works as per design, standards, specification and technical construction drawings.
- To intimate NHA in each matter and must obtain formal approval from NHA to proceed in the matter.
- Assure quality of the works during execution by using suitable and tested construction material.
- To ensure the good quality construction survey work, levels and grade achieved during and after construction.
- Make sure the continuous supervision/inspection of the soils, materials construction operations and the works with regard to workmanship and compliance with the specifications.
- Certify the payment bills of Contractor according to the approved procedure and also maintain the payment record maintaining consolidated project accounts and assist NHA for settlement of Audit Para's.
- Make sure the existing traffic management and safety plan all times in a safe and secure manner.

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- Monitor and appraise progress of the works for timely completion of work. Review and accept or reject Contractor's proposed work schedules.
- The supervisory Consultants shall prepare the revised PC-I of the project and will be responsible to incorporate all changes up to final approval from the relevant forum.

4.2 **GOVERNING RESPONSIBILITIES AND DUTIES OF SUPERVISORY CONSULTANT**

4.2.1 **Application of Standards, Specifications and Engineering Decisions**

The Supervisory Consultants will be fully responsible for the execution of work in accordance with standards and specifications and technical construction drawings. The Consultants shall supervise the Work's Contracts, make engineering decisions, be responsible for quality assurance, provide general guidance and furnish timely response to the Contractors in all matters relating to the Works.

4.2.2 **Intimation and Approval by NHA**

- ✓ The Consultant shall advise NHA on all matters relating to the efficient and successful execution of the Works Contracts, and shall act at all times so as to protect the interests of the project and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound economic and engineering practices. Supervisory Consultants will intimate and will get approval of any decision from NHA regarding change in Design to initiate Variation Order, Extension of time etc.
- ✓ Advise NHA on need for effective liaison with local authorities, police, landowners, utility owners, the public and other organizations affected by the Works in order to minimize or avoid unnecessary delays or disputes.
- ✓ Shall assist for settlement of the Audit Paras and enquiries (if any) pertaining to the Project without any time restriction and remuneration to be made separately on this account. The cost to be incurred may be built in the rates.
- ✓ Jointly inspect with NHA the completed Works, and assist in formal taking over review and approve "as built" drawings and plans, provide report(s) testifying to the satisfactory completion of the contract.

- ✓ After completion of work the consultant will prepare a list of all deficiencies (if exist) and will handover to NHA with proper remedial measures. Provide any other specialist services requested by NHA under conditions to be mutually agreed.

4.2.3 **Project Management**

The Consultants shall assist NHA in all matter related to proper execution of project as per contract and NHA Standard and specification but not being limited to the following:

- ✓ Assist NHA for the establishment of the basic overall project construction schedule, budget and cash disbursement schedule.
- ✓ Assist NHA for establishment and implementation of a project management system and procedures to monitor and control the cost and time schedule to enable timely corrective measures.
- ✓ To coordinate, supervise, and support the decision making actions by NHA concerning engineering and design matters during the construction stage in order to ensure that quality control and engineering standards are consistently maintained throughout the project within cost and time constraints.
- ✓ Assist NHA for setting up of an effective reporting system of project progress and status to the management of NHA.
- ✓ Prepare realistic construction schedules, showing the anticipated progress of Works and expenditures of the contract package.
- ✓ Review and approval of proposal on variation orders and implementation schedule prepared by the Contractor.
- ✓ Issue monthly-consolidated progress reports on a format to be agreed with NHA including payment estimates and comments on the Contractors' work program, and advise NHA of any problem or potential problems which might arise and cause delay in implementation and recommend corrective action(s) to be taken.
- ✓ Monitor and control progress of Works and initiate corrective measures, if required.

4.2.4 **Construction Supervision**

The Supervisory Consultants shall be fully responsible that the Works are executed in accordance with the plans, grade as per specifications of NHA as per contract. The Supervisory Consultants shall carry out the Construction Supervision ensuring the following items:

- ✓ Stake the centerline, ROW limits, and relocation of roadway structure and appurtenance;
- ✓ Setting of Grade-stakes;

- ✓ Relocation of Grade-stakes;
- ✓ Soil Tests;
- ✓ Concrete Tests;
- ✓ Reinforced Bar Tests;
- ✓ Structural Steel Tests;
- ✓ Others Tests as deemed necessary;
- ✓ Inspect and evaluate Contractors' facilities especially laboratory items to ensure compliance with the specifications and terms and conditions of the Contract Agreement. Without relieving the Contractors of their obligations under the Contract, monitor the Contractors' laboratory testing, evaluate the Portland cement concrete and bituminous mixture designs prepared by the Contractors, and recommend improvements (if any), Monitor the concrete Batching and laying as per approved mix design & specifications, Asphalt Mixing and laying as per Job Mix Formula and specifications, carry out the testing of steel and High Tensile wire / cable for Stressing as per Specifications and also monitor the Stressing activity as per approved procedure and Specifications and also ensure the desired performance, and accord approval thereof;
- ✓ Assure quality of the works during construction, continuously inspect the soils and materials, construction operations and the Works with regard to workmanship and compliance with the specifications; and carry out independent testing in the field and/or in the "Engineer / Project Manager" laboratory, and approve or disapprove and certify the Works that conform with the specifications and maintain permanent records of results of all the tests made;
- ✓ Give notice to the Contractors of any defects and deficiencies, and issue instructions for the removal and substitution of the improper works, where provided under the contract. If required, order suspension of the Work(s) and/or recommend to NHA other recourse available under the Contract;
- ✓ Without relieving the Contractors of their obligations under the Contract, review and approve the traffic management and safety plan, and ensure compliance such that the Works are carried out at all times in a safe and secure manner and damage or injury to persons or property is avoided;
- ✓ Inspect quarries and borrow pits, and crushing plants and order tests of materials and ensure adherence to specifications, and

approve the sources of materials.

4.2.5 **Quantity Measurement and Quality Control**

- Provide advance advice to NHA concerning the Schedule of handing over of sites, and possible delays due to lack of possession with a view to assure that the Contractors are given Possession of Site in accordance with the agreed work programs;
- Review and approval of proposal on variation orders and implementation schedule prepared by the Contractor.

4.2.6 **Approval of Construction Methodology and Equipment of Contractor**

- ✓ Review, evaluate and approve the planned construction methodology by the Contractor and ensuring that the Contractor has incorporated the most effective and expeditious methodology of carrying out the Works; and ensure in setting up a computerized project control system for reporting physical and financial progress by the Contractor as well as the forecasts, if included in the bids and/or if demanded later on by the NHA. Subsequently, closely monitor the construction progress on regular basis to determine whether it is proceeding in accordance with the approved work program.
- ✓ Advising on the selection of Contractor's equipment. Assess minimum construction equipment, plant and machinery requirements, by type and specification, and monitor, keep and regularly update a list of the Contractors' equipment, plant and machinery in order to keep a check on the Contractors' mobilization.

4.2.7 **Payment Certificates and Claims of Contractor**

- ✓ Verify the interim and final payment certificates submitted by the Contractor on the basis of measured work items as the case may be having regard to any contractual provision for advance payment and variation of price, certify the completion of the activities / Works or parts thereof and verify indices for Price Adjustment in costs as applicable after ascertaining ex-factory prices before recommending any amount on this account in interim payment certificates (I/Cs).

- ✓ Assist NHA in contractual matters with the Contractor (performance bonds, insurances, claims, advance payment guarantees etc.). Assist with interpretation of the Contract Documents, explain and or reconcile any ambiguities and or discrepancies in the Contract Documents, and apply various provisions of the contract documents; and provide NHA all relevant documentation needed for settling disputes (if any) with the Contractors, and make recommendations to NHA for resolving the Contractors' claims, contract time extensions, variation orders, subletting, quantification of claims, rate and price fixing etc.

4.2.8 Maintain Project Record

- ✓ Establish a comprehensive system of maintaining site records including site correspondence, survey data, inspection records, test data, site diaries, records of meetings, financial records, progress records etc.
- ✓ Recommend any modification of complementary items to be necessary to Contractor.
- ✓ Supervising information program on STDs and HIV/AIDs which the Works Contractors are required to carry out at construction campsites.
- ✓ Consultant shall prepare movie by Drone Camera for record of all the activity on the project from the date of start to the end and hand over five copies of the same at the time of completion to the Client.

4.2.9 Reporting Requirements

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

• Inception Report	1 soft + 15 hard soft copies
• Contract Administration Report and Construction program	1 soft + 15 hard soft copies
Annual Management	
• Information Report at the end of each Financial Year	1 soft + 1 soft copies
• Technical Reports	1 soft + 15 hard soft copies
• Progress Reports (monthly)	1 soft + 15 hard soft copies
• Project Completion Report (PC-IV)	1 soft + 10 hard soft copies

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• Project Documentary	5 copies (soft and hard)
• Updated construction program as required.	1 soft + 5 hard soft copies
• Roughness Survey reports at substantial completion and expiry of defect liability period	1 soft + 5 hard copies
• Revised PC-1	1 soft + 50 hard copies

✓ **Inception Report**

The Consultants will submit an Inception Report to NHA after conducting site visit and meetings with NHA officials which indicate the possible design changes observed during design review exclusive supervision methodology, possible sites / Reaches ready to handover to contractor and any other important detail related to project.

✓ **Final Project Completion Report**

The Consultants will prepare a comprehensive final Completion Report within thirty (90) days after completion of project (as described in the contract). The Final Completion Report for the project shall summarize the method of construction, as built record of executed work and certification of the satisfactory correction of defects, the construction supervision performed, and recommendations for future projects of similar nature to be undertaken by NHA. This will also include a brief on the performance of the Contractor with particular emphasis on planning and job management at site. His weak and strong points need to be emphasized with clarity.

✓ **Project Documentary Report (Drone movie in CD)**

The Consultant has to make documentary of all major activities during constructions as well as that of completed project sections to be submitted towards the end of the project. These should also include;

- i. Laying and compaction of various pavement layers;
- ii. Operation of Asphalt and concrete Plants;
- iii. Quarry sites and laboratory activities;
- iv. Road after completion showing road furniture;
- v. Various important stages in construction of structures;
- vi. Any other major activity involved requiring specific mention.

CHAPTER NO.5

STAFFING FOR DESIGN REVIEW AND CONSTRUCTION SUPERVISION

5.1 STAFFING BY CONSULTANTS

- Staff details given at 5.1.2 of TOR.
- The staff as given in section 5.1.2 of TOR has been provided for the said assignment. However, design review and key personnel for construction supervision staff will be considered for evaluation purpose. The staff of consultant will perform duty as per contract.
- The qualification and experience required of Key Personnel's are detailed at the end of TOR.
- The construction period of project is 24 months. Mobilization of staff schedule is given as under:
 - i. Advance mobilization of Design Review personnel's = 3 month.
 - ii. Supervision construction period = 24 months
 - iii. Book / account closing and handing over taking over period = 2 months

Total Duration of Assignment = 29 months

- The mobilization and de-mobilization of Key Personnel shall be with prior written consent of the Client.
- The facilities of Consultants regarding office and residential accommodation at site, site transport, project laboratory with requisite equipment & furniture etc. will be provided as admissible under Works Contract's Bill No.7

5.1.1 The mobilization of staff will be as per following: -

Advance Mobilization of key personnel and Design Review taken as under: -

However, The Consultant is required to carefully ascertain all the direct and indirect expenses that may be incurred to ensure comprehensive review of design to complete satisfaction of NHA and project requirements as Lump/Sum mode of payment for design review as refer to (Chapter-3) therefore consultant will mobilize its design review team as per project requirement.



Sr. No.	Description of Personnel	Nos.
Design Review Staff Proposed by Design Section		
1	Team Leader/Senior Highway Engineer	01
2	Pavement Engineer	01
3	Structure Engineer	01
4	Geotechnical Engineer	01
5	Hydrologist / Road Drainage Expert	01
6	Certified Road Safety Auditor	01
	Sub-Total:	06

5.1.2 Staff Requirements

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

Sr. No.	Description of Personnel	No. of Persons	Months	Person-Months
A.	For Supervision (Key Personal)			
1	Resident Engineer*	1	26	26
2	Material Engineer	1	24	24
3	ARE (Highways)	1	24	24
4	Senior Quantity Surveyor*	1	26	26
Sub-Total (A):		4	-	100
B.	Non Key Personnel			
8	Material Inspector	1	24	24
9	Site Inspectors (Highways)	1	24	24
10	Site Inspectors (Structures)	1	24	24
11	Surveyors	2	24	48
12	CAD Operator	2	24	48
13	Computer Operators *	1	26	26
14	Accountant	1	26	26
15	Office Assistants *	1	26	26
16	Surveyor Helpers	2	24	48
17	Office Boys *	1	24	24
18	Junior Engineers** (for Planning Wing NHA HQ only)	2	24	48
19	Trainee Engineer**	2	24	48
Sub-Total (B):		17	-	414
Total (A+B):		21		514

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- * Staffing months given for Construction Supervision & Handing, Overtaking period.
- ** Appointment of Trainee & Junior Engineer with approval of Member (Planning).
The carry home salary of Junior Engineer not be less then Rs. 120,000/- and for Trainee Engineer not be less then Rs. 80,000/- after deducting all type of applicable taxes and Consultants Overheads approval will be granted by the Member (Planning).

5.2 SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

For Supervision purpose of the project Accommodation, Offices, utilities, material testing laboratories and field transportation for consultant staff will be provided under the Works Contracts.

5.3 INDEMNITY OF CLIENT

The Consultants will indemnify the Client against any inaccuracies / deficiencies in the Services of the team of Consultants. The Consultants will be required to obtain and maintain professional indemnity insurance at its own cost as per the latest Pakistan Engineering Council regulations, as reflected in the consultancy agreement, from the date of the appointment of the Consultants till the end of project duration also keeping in view Public Procurement Regulations.

5.4 REVISION OF PC-1 & Preparation of PC-IV

It shall be the responsibility of the construction supervision Consultant to prepare the revised PC-1 of the respective project, before completion of the project, by incorporating all changes in the scope of work and prepare completion report (PC-IV) at completion of the project. To ensure compliance an amount of two per cent (02%) of construction supervision cost will be withheld from interim (monthly) invoices and released along with the final payment of the Consultants on completion of this job.

5.5 TRAFFIC DIVERSION PLAN AND SAFETY MEASURE'S

The Construction Supervision Consultant will make ensure to finalize the proper traffic diversion plan of contract and to provide proper guidelines to contractor to maintain smooth traffic flow and to make ensure proper safety measures to save human life and to avoid any traffic accident during construction.

5.6 QUALIFICATION AND EXPERIENCE REQUIREMENT OF PERSONNEL

The engineering services shall be provided by the local Key Personnel, who will be assisted by Non-Key Personnel. The Qualification and Experience

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requirements of these Personnel shall include but not be limited to the following:

S.No	Title, Experience, Qualification & Responsibilities	
Design Review Staff		
1.	Team Leader/Senior Highway Engineer	
	General Experience	20 Years
	Qualification	B.Sc. (Civil Engineering). Preferably M.Sc./Ph.D. Highway/Transportation Engineering
	Marking criteria for qualification	Ph.D. - 100%, M.Sc. with additional relevant trainings/courses- 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses.
	Specific Experience	Proven fifteen (15) years' experience as Team Leader for design Review on major Highways and Motorways Projects.
	Responsibilities	He/She will be responsible (not limited to) design review involving geometric, pavement, Geotech designs for road features and road safety/traffic control features, drainage designs, rehabilitation and repair plan, traffic plans and amenities including detailed drawings and specifications. He/she will propose if required, during construction any modification and change in design, construction method and alternate technology of construction.
2.	Pavement Engineer	
	General Experience: 15 years	
	Qualification	B.Sc. (Civil Engineering) preferably M.Sc./PHD Highway Engineering / Transportation Engineering.
	Marking:	PHD – 100%; M.Sc. with additional relevant trainings- 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses.
	Specific Experience	10 years' experience in major roads or highway designing with a focus on Traffic / pavement analysis.
	Responsibilities	He/She will be responsible for design review of Pavement Design. He/She shall demonstrate a

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		working knowledge in the design and construction.
3.	Structure Engineer	
	General Experience:	15 years
	Qualification:	B.Sc. (Civil Engineering). Preferably M.Sc./Ph.D. (Structure Engineering)
	Marking criteria for qualification	Ph.D - 100%, M.Sc. with additional relevant trainings/courses- 100%; M.Sc. - 90%; B.Sc. with additional relevant trainings - 80%; B.Sc. - 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses
	Specific Experience	Proven (8) years' design Review experience as Structure Engineer on Highways and Motorways Projects.
	Responsibilities	He/She will be responsible for design review of structures/Bridges. He shall demonstrate a working knowledge in the design and construction of bridges, the design of all required earthworks, retaining walls, drainage and any other required structures for road projects.
4.	Geotechnical Engineer	
	General Experience:	12 Years
	Qualification:	B.Sc. (Civil Engineering) / M.Sc. (Geology) preferably Masters/PhD in Geo-Tech Engineering /Civil Engineering.
	Marking criteria for qualification:	Ph.D - 100%; M.Sc. Geotechnical Engineering/Civil Engineering with relevant trainings from recognized organizations - 100%; M.Sc. (Geo-Technical Engineering - 90%; B.Sc. Civil/M.Sc. Geology with relevant trainings from recognized organizations 80%; B.Sc. Civil/M.Sc. Geology 70%; 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses.
	Specific Experience:	Eight (08) years' relevant experience as Geotech Engineer on construction supervision projects of National Highways involves asphalt concrete mix design in countries with hot climate and/or truck overloading problems including having experience to control testing at site, material testing and road

		pavement formation and other all related construction activities including concrete and highway embankment formation. He should have good command on structure code closure e.g. AASHTO, ASTM and specification and standard of NHA along with field testing, concern Asphalts related all testing and mix design.
	Responsibilities:	He/she will assist and ensure that the design, lay out and requirement of retaining walls, breast walls, other retaining structures, and slope stability/ slide control measures are as per the geotechnical requirement and site conditions.
5.	Hydrologist / Road Drainage Expert	
	General Experience	15 years
	Qualification	B.Sc. (Civil Engineering). Preferably M.Sc./PHD (Hydraulic/Hydrology/water resource Engineering as major)
	Marking criteria for qualification:	Ph.D - 100%, M.Sc. with additional relevant trainings/courses- 100%; M.Sc. - 90%; B.Sc. with additional relevant trainings - 80%; B.Sc. - 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses
	Specific Experience	Proven (8) years' experience for design Review as Hydrologist / Road Drainage Expert on major Highways and Motorways Projects.
	Responsibilities	He/She will responsible for carrying out the Hydrological study of the area and submits the Hydraulic Report. He also has to perform Hydrologic Analysis. Hydrology and Hydraulic design of the structures are his responsibility. Draining Engineer has also make sure to take measure for the proper disposal of the water. Preparation of Detailed Design Drawing, Technical Specification B.O.Q for Hydraulic Structure work element based on the Design Drawings, Specifications and site investigations are his responsibility.
6.	Certified Road Safety Auditor	
	General Experience:	20 years
	Qualification	B.Sc. (Civil Engineering). Preferably M.Sc./PHD Transportation in road engineering, transportation, traffic engineering or related road safety engineering trainings.

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	Marking:	PHD - 100%; M.Sc. with additional relevant trainings - 100%; M.Sc. - 90%; B.Sc. with additional relevant trainings - 80%; B.Sc. - 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses.
	Specific Experience	10 years' experience in a related road safety field including crash investigation. At least ten (10) Road Safety Audits (RSAs) conducted within last 5 years.
Supervision Staff (key personal)		
7.	Resident Engineer	
	General Experience:	15 years
	Qualification:	B.Sc. (Civil Engineering) preferably M.Sc./PHD (Highway / Transportation Engineering).
	Marking:	Ph.D - 100%, M.Sc. with additional relevant trainings/courses- 100%; M.Sc. - 90%; B.Sc. with additional relevant trainings - 80%; B.Sc. - 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses
	Specific Experience:	Ten (10) years of relevant experience including experience as a Resident Engineer on construction supervision of National Highway projects.
	Responsibility:	RE will be responsible for construction supervision of the road and ensuring that the subject project is implemented in accordance with the required specification and approved drawings. He will be responsible for construction supervision and review and approval of contractor's bills. RE will assist the Project Coordinator in the performance of his tasks. The main responsibilities of the position will include but not limited to the following: - • Inspect the site and collect the condition data for the design review and necessary changes if any. • Preparation of technical details such as specifications and estimates. • Provide details about existing pavement, damages and assessment. • Assist the Project Coordinator and recommend approval of contractor's work program, method statements, material sources, etc. • Assist the Project Coordinator in preparing and issuing reports as defined subsequently. • Review and recommend approval and/or issuing working drawings, approval of the setting out of the works, and instruction to the contractor. • Taking measurements and keep measurement records.

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		• Maintaining records, correspondence, and diaries. • Certifying work volume and recommending interim certificates for progress payments. • To proceed & implement the project as per specifications, standards, Contracts & TOR's.
8.	Material Engineer	
	General Experience:	12 Years
	Qualification:	B.Sc. (Civil Engineering) / M.Sc. (Geology) preferably Masters/PhD in Geo-Tech Engineering /Civil Engineering.
	Marking:	Ph.D - 100%; M.Sc. Geotechnical Engineering/Civil Engineering with relevant trainings from recognized organizations - 100%; M.Sc. (Geo-Technical Engineering - 90%; B.Sc. Civil/M.Sc. Geology with relevant trainings from recognized organizations 80%; B.Sc. Civil/M.Sc. Geology 70%;
	Specific Experience:	Eight (08) years' relevant experience as Material Engineer on construction s supervision projects of National Highways involves asphalt concrete mix design in countries with hot climate and/or truck overloading problems including having experience to control testing at site, material testing and road pavement formation and other all related construction activities including concrete and highway embankment formation. He should have good command on internal and structure code closure e.g. AASHTO, ASTM and specification and standard of NHA along with field testing, concern Asphalts related all testing and mix design.
	Responsibilities:	He/she will assist and will be responsible for quality of materials used in construction by performing field and laboratory test and certifying their acceptance based on recommended specifications for the material, will also identify the sources of material and query sites. Main responsibilities of the position will include but not limited to the following: - • Stipulate Material Testing Procedures and Specifications. • Identify sources of materials, quarry sites and borrow areas. • Confirm the suitability and availability of material in the borrow pits and quarries for earthwork and pavement. • If required, identify and evaluate additional sources of materials.

		- Undertake field and laboratory testing of the materials to determine their suitability for various components of the work. - Prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of detected borrow areas, quarries and the respective estimated quantities. - Be responsible for material Testing and specification and certification of material quality.
9.	ARE (Highways)	
	General Experience	12 Years
	Qualification	B.Sc. (Civil Engineering). Preferably M.Sc./ Ph.D (Highway Engineering)
	Marking: (as per previous practice)	Ph.D - 100%, M.Sc. with additional relevant trainings/courses- 100%; M.Sc. - 90%; B.Sc. with additional relevant trainings - 80%; B.Sc. - 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses
	Specific Experience	(08) years' relevant experience of supervising construction of National Highways projects as ARE (Highways) on National Highways projects.
	Responsibility	His/her responsibilities shall include but not limited to the following tasks: He/she will assist the Resident Engineer (R.E) and will be responsible for quality of Road works. He will perform his/her duties as per consultant. To ensure quality execution and timely completion of project.
10.	Senior Quantity Surveyor	
	General Experience	B.Sc. 8 Years DAE 12 Years
	Qualification:	B.Sc. (Civil Engineering) or DAE (Civil).
	Marking:	B.Sc. with additional relevant trainings from recognized organizations - 100%; B.Sc. - 90%; DAE (Civil) - 70%.
	Specific Experience:	Eight (06) years' relevant experience as Quantity Surveyor on Civil Works projects on Highway construction projects. He should have the experience to handle claims variation order's and other quantity related issues.
	Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she will assist Resident Engineer in verification of payment certificates. He/she will be responsible for verification of executed quantities. He should having good command on his working.
	Non-Key Personnel	
11.	Material Inspector	
		02 Years B.Sc Civil or 05 Years DAE Civil.
	Qualification:	DAE (Civil Technology) / B.Sc. (Civil Engineering).

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	Specific Experience:	Relevant (03) years' experience as DAE in construction of Highway projects as Material Inspector.
	Responsibility:	His job description and duties will be defined by the Resident Engineer and approved by the Client. However he has experience of field testing of Highway embankment an pavement structure and Asphalt testing.
12.	Site Inspector (Highways)	
	Qualification:	B.Sc. (Civil Engineering).
	Specific Experience:	02 years
	Responsibility:	His job description and duties will be defined by the Resident Engineer and approved by the Client. However he has experience of field testing of Highway embankment an pavement structure and Asphalt testing.
13.	Site Inspector (Structures)	
	Qualification:	B.Sc. (Civil Engineering).
	Specific Experience:	02 years
	Responsibility:	His job description and duties will be defined by the Resident Engineer and approved by the Client. However he has experience of field testing of Highway embankment an pavement structure and Asphalt testing.
14.	Surveyors	
	General Experience	12 Years
	Qualification:	DAE – Civil from the Board of Technical Education's recognized institute /B.Sc. (Civil Engineering). .
	Specific Experience:	Eight (08) years' experience of surveying/leveling and related activities on National Highway Projects. He is enable to
	Responsibility:	His job description and duties will be defined by the Resident Engineer and approved by the Client. He is enable to hand survey related activation independently e.g ready of cross-section , Maintain survey, level book, structure layout as per drawing, to check structure layout as per drawing.
15.	CAD Operator	
	General Experience	05 Years
	Qualification:	DAE – Civil from the Board of Technical Education's recognized institute. Certificate Auto-CAD Software Operator.
	Specific Experience:	Three (03) years' experience of drafting engineering drawings/ designs on Auto-CAD software.
	Responsibility	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.
16.	Computer Operators	
	General Experience	5 Years

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	Qualification:	B.A and have computer relevant certificates.
	Specific Experience:	Three (03) years' experience of office management, typing with 30 words per minute typing speed.
	Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client. Generally, he will assist the Consultants and Client's representative in all drafting, reports preparation and like activities as per demand.
17.	Accountant	
	General Experience	05 Years
	Qualification:	B.Com from recognized institute preferably Master's Degree in Accounts.
	Specific Experience:	Five (05) years of relevant experience in case of B.Com or three (03) years of relevant experience in case of Master's Degree in Accounts.
	Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client. Generally he will be responsible for monitoring of the project accounts.
18.	Office Assistants	
	General Experience	5 Years
	Qualification:	B.A./ B.Sc.
	Relevant	Three (03) years' experience of office management/ training of computer software (M.S. Office) and typing with 40 words per minute typing speed.
	Responsibility	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.
19.	Junior Engineer	
	Qualification:	B.Sc. (Civil Engineering from recognized university of Pakistan.
	Experience:	2-3 years of relevant experience.
20.	Trainee Engineer	
	Qualification:	B.Sc. (Civil Engineering from recognized university of Pakistan.

Special Note:

- (1) Final selection of the Personnel shall be made on successful interview by the Client.



PART II

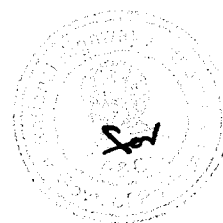
Section VII. Conditions of Contract and Contract Forms

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.



Section VIII. Standard Form of Contract



Contract for Consultant's Services

Project Name _____

No. _____

Contract No. _____

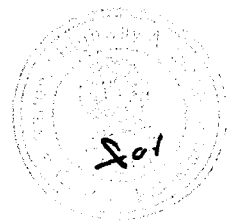
between

[Name of the Procuring Agency]

and

[Name of the Consultant]

Dated: _____



I. Form of Contract

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Agency or Recipient] (hereinafter called the "Procuring Agency") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

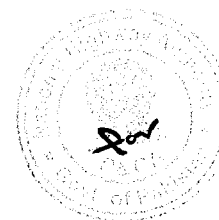
[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Procuring Agency") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Procuring Agency has received [or has applied for] a loan [or credit or grant] from the [Insert as appropriate] toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto 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) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee



In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Procuring Agency shall make payments to the Consultant 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 as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[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.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]



II. General Conditions of the Contract

(a) General Provisions

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 Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **"Procuring Agency"** means:-
- (c) any Ministry, Division, Department or any Office of the Federal Government;
- (d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government.
- (e) **Procuring Agency's Personnel** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant.
- (f) **"Consultant"** means an individual consultant or a consulting firm as the case may be;
- (g) **"Contract"** means an agreement enforceable by law;
- (h) **"Contractor"** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
- (i) **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (j) **"Day"** means calendar day unless indicated otherwise.
- (k) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (l) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or

any part thereof under the Contract.

- (m) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (n) **“GCC”** means these General Conditions of Contract.
- (o) **“Government”** means the Government of Pakistan.
- (p) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses 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.
- (q) **“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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (r) **“Local Currency”** means the currency of Pakistan
- (s) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (t) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.
- (u) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (v) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (w) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (x) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (y) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

2. Relationship between the

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as

- Parties** between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract** 3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
- 4. Language** 4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.
- 9. Authorized** 9.1. Any action required or permitted to be taken, and any

- Representatives** document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Fraud and Corruption**
- 10.1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/ Bidders/ Suppliers/ Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.
- 10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/ or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.
- 10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.
- 10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.
- 10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

(b) Commencement, Completion, Modification and Termination of Contract

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void,

- Effective** and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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.

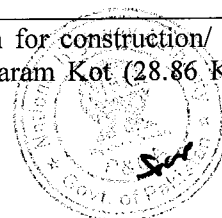
17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

18. Suspension

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the



Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

**a. By the
Procuring
Agency**

19.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in I; and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.



b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

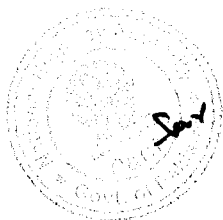
- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Procuring Agency 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 Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, 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 Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided,



respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and I of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

(c) Obligations of the Consultant

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

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

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21. Conflict of Interests

21.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses

**Not to Benefit
from
Commissions,
Discounts, etc.**

GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

**b. Consultant
and Affiliates
Not to Engage
in Certain
Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

**c. Prohibition of
Conflicting
Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to
Disclose
Conflicting
Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.



- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 1.23 I of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.
- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Procuring Agency in Reports and Records** 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written

approval of the Procuring Agency.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**29. Code of
Conduct**

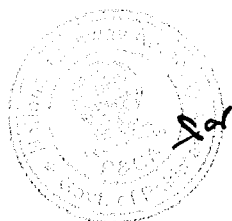
29.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.

(d) Consultant's Experts and Sub-Consultants

**30. Description of
Key Experts**

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the



aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. Removal of Experts or Sub-consultants

33.1 If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.



- 33.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.
- 34. Replacement/ Removal of Experts – Impact on Payments** 34.1 Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
- 35. Working Hours, Overtime, Leave, etc.** 35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in **Appendix B**.
- 35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.
- 35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

(e) Obligations of the Procuring Agency

- 36. Assistance and Exemptions** 36.1 Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the



Experts and their eligible dependents.

- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

37. Access to Project Site

37.1 The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. Change in the Applicable Law Related to Taxes and Duties

38.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. Services, Facilities and

39.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any

Property of the Procuring Agency

charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. Counterpart Personnel

40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in **Appendix A**.

40.2 If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in **Appendix A**, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. Payment Obligation

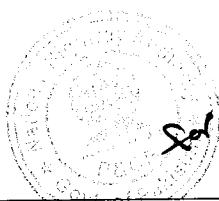
41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

(f) Payments to the Consultant**42. Ceiling Amount**

42.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

42.3 For any payments in excess of the ceilings specified in



GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. Remuneration and Reimbursable Expenses

43.1 The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

43.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

43.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties

44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

44.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. Currency of Payment

45.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

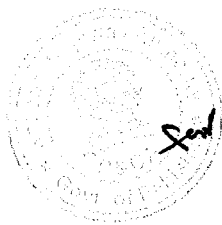
46. Mode of Billing and Payment

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

- (a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise

indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in



excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**47. Interest on
Delayed
Payments**

47.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 I, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

(g) Fairness and Good Faith

48. Good Faith

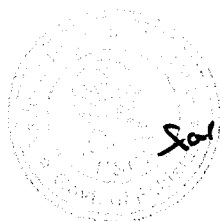
48.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

(h) Settlement of Disputes

**49. Amicable
Settlement**

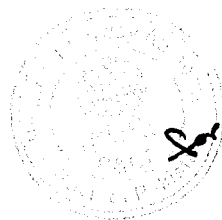
49.1 Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-



clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

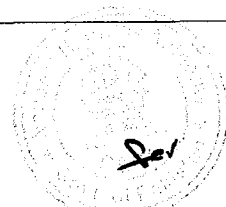
49.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due the Service Provider.



III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan.
1.1(b)	Procuring Agency means National Highway Authority, Ministry of Communications, Government of Pakistan
4.1	The language is: English.
6.1 and 6.2	The addresses are: Procuring Agency (Client): National Highway Authority Attention: Member (Central Zone), National Highway Authority, Lahore. Phone: Facsimile: Email: Consultant: _____ Attention: _____ E-mail (where permitted) : _____
8.1	The Lead Member on behalf of the JV is _____
9.1	The Authorized Representatives are: For the Procuring Agency (Client): Member (Central Zone) National Highway Authority Lahore. Telephone: Facsimile: Email: For the Consultant: <i>[name, title]</i> _____

11.1	The effectiveness conditions are the following: Contract will be effective after signing of the agreement.
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 120 Days.
13.1	Commencement of Services: Confirmation of Key Experts' availability to start the assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. The consultant shall commence the Services within Twenty-One (21) days of contract effectiveness.
14.1	Expiration of Contract: The time period shall be Twenty Nine (29) months.
21 b.	The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes _____ No _____
23.1	"Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds 1.5 times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.

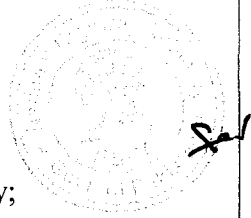


24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of 1.5 times the value of the contract and claimable in Client's country [It shall not exceed <u>twice the Remunerations (excluding reimbursable expenses)</u>]; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of Pak. Rs.100,000; (c) Third Party liability insurance, with a minimum coverage of Pak. Rs.1,000,000; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. Copy of the insurance policy shall be presented to the Client within 30 days after the effective date of this contract or prior to submission of first invoice.
27.1	No exceptions applicable to propriety rights provision
27.2	The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.
29. Code of Conduct	The Consultant is not required to have a Code of Conduct for Experts (ES).
42.2	The ceiling in foreign currency or currencies is: <u>NIL</u> The ceiling in local currency is: _____ exclusives of local indirect taxes. The Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-

	consultants and the Experts. The Consultant shall incorporate these taxes in their invoices and client shall deduct from their invoices and shall pay, accordingly. The amount of such indirect taxes is _____
43.3	Price adjustment on the remuneration applies as per PPRA guidelines for timed based contract agreement Payments for remuneration made in foreign <i>and</i> local currency shall be adjusted as follows: (1) Remuneration paid in local currency pursuant to the rates set forth in Appendix C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula: $R_l = R_{l0} \times \left[0.1 + 0.9 \frac{I_l}{I_{l0}} \right]$ where R_l is the adjusted remuneration; R_{l0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in local currency; I_l is the official index for salaries in the Client's country for the first month for which the adjustment shall have effect; and I_{l0} is the official index for salaries in the Client's country for the month of the date of the Contract.

	Official index for salaries corresponding to I_1 and I_2 in the adjustment formula for remuneration paid in local currency: Consumer Price Index (CPI) published by Pakistan Bureau of Statistics. (2) Any part of the remuneration that is payable in a currency different from the currency of the official index, for which is used in the adjustment formula, shall be adjusted by a coefficient X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of the country of the contract on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.
44.1 and 44.2	<i>(Will be discussed and finalized at the time of Contract Negotiations)</i> The Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of: (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b)

	shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.
45.1	The currencies of payment shall be the following: The ceiling in foreign currency or currencies is: NIL. The ceiling in local currency is Pak. Rs.: _____ exclusives of local indirect taxes. The ceiling amount of indirect taxes Pak. Rs.: _____
46.1(a)	Not Applicable
46.1(e)	The accounts are:
47.1	The interest rate is: 0% annual rate.
49.	Dispute Resolution i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties. iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language. iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

	v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider. Arbitrator's fee: The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties. Appointing Authority for Arbitrator: By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties. Rules of procedure for arbitration proceedings: Any dispute between the Authority and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator. Place of Arbitration and Award: The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.
50.	Priority of Documents Following is to indicate priority of documents forming part of this Contract to resolve an ambiguity or non-clarity in the provision. - Contract Agreement; - Minutes of Contract Negotiation Meeting; - The Special Conditions of Contract; - The General Conditions of Contract; - Minutes of Pre-Proposal Meeting and Addendum(s) if any; - Description of the Services/Terms of Reference; 

	- Any other document including Integrity Pact and JV agreement.
51.	Royalties The Consultants shall save harmless and indemnify the Client from and against all claims and proceedings on account of or for infringement of any patent right, design, trademark or name or other protected rights in respect to any patented designs, features or equipment they may use for carrying out the Services, and shall pay all royalties etc. thereto.
52.	Delay Damages The Consultants shall be liable for delay in providing the Services within the time frame as per the Contract; failure to comply with the schedule of delivery, due to fault of the Consultants, will attract delay damages which shall be levied @ one twentieth percent (0.05%) per day of the consultancy fee pertaining to the design review component of the Services beyond the schedule: Provided that the total delay damages shall not exceed ten percent (10%) of the total Contract Value and that the delay damages may be waived off only if the Consultants catch up the delays by providing final delivery within the time frame and there were no adverse effects caused to the Client's or Project's downstream activities.
53.	Resident Engineer Name and address of the Consultants' Resident Engineer, is given below: Name Postal Address: Mobile No: Email Address:
54.	Consultants' Actions Requiring Client's Prior Approval The Consultants shall clear with the Client, before commitments on any action they propose to take under the following: i) Issuing Variation Orders in respect of: - Additional quantities for items of Construction Works as determined by the Engineer to be necessary for the execution of Works. - Any new item of the Works not envisaged in the Construction Works Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.

	- Any item of Construction 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 sub-contracts for Construction Works.
iv)	Any action under terms of Performance Guarantee or Insurance Policy for the Construction Works.
v)	Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Works 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 - Any other as per the Conditions of Contract of the Construction Works Contract.
vi)	Final Measurement Statement.
vii)	Release of Retention Money.
viii)	Any change in the ratios of various currencies of payment.
ix)	Any other as required under the Contract signed between the Employer and the Contractor.



IV. Appendices

Appendix A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Agency and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Agency's input, including counterpart personnel assigned by the Procuring Agency to work on the Consultant's team; specific tasks that require prior approval by the Procuring Agency.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

Appendix B – Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Procuring Agency's country; entitlement, if any, to leave pay; public holidays in the Procuring Agency's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. One working (billable) day shall be not less than eight (8) working (billable) hours. as per Labour law of Pakistan (48 hours a week).]

Appendix C – Remuneration Cost Estimates

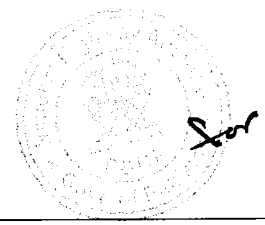
(a) Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

- (b) *[When the Consultant has been selected under Quality-Based Selection method, or the Procuring Agency has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Procuring Agency prior to the Contract's negotiations.

Should these representations be found by the Procuring Agency (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Agency shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Agency before any such modification, (i) the Procuring Agency shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Agency to the Consultants, the Consultants shall reimburse to the Procuring Agency any excess payment within thirty (30) days of receipt of a written claim of the Procuring Agency. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final statement approved by the Procuring Agency in accordance with Clause GCC 46.1(d) of this Contract."



Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

° (Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Procuring Agency's Country									

1 Expressed as percentage of 1

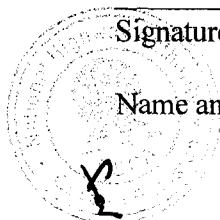
2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____

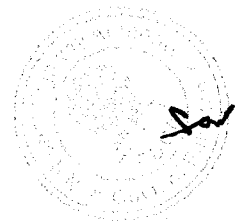
Date _____

Name and Title: _____



Appendix D – Reimbursable Expenses Cost Estimates

- (a) *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*
- (b) *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*



Appendix E – Form of Advance Payments Guarantee

[See Clause GCC 46.1(a) and SCC 46.1(a)]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Procuring Agency]*

Date: _____ *[insert date]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

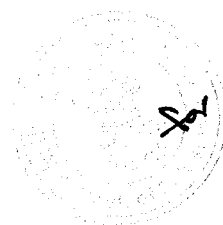
The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Procuring Agency which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *[month]* _____, *[year]* __,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

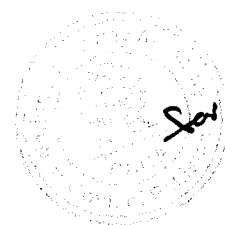
{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

NOT APPLICABLE



² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Appendix F – Summary of Cost



Appendix G - Integrity Pact

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

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

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

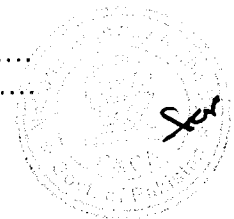
[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GOP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

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

Name of Seller/Supplier:
Signature:
[Seal]



Annex-A

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, Islamabad (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.

Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

-
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).*



Annex-B

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.

Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

Annex-C

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)

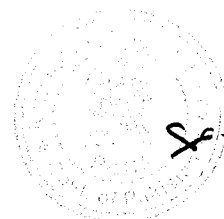
Date: _____
Day/Month/Year

(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



Annex-D

Current Commitments of the Firm

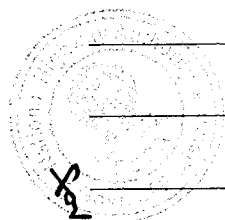
(Current engagement and available strength – Justification)

(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) Technical Staff

– Total Manpower of the Consultant: _____

– Justification of current engagement and available strength:



- **Note: If the consultant provides misrepresentation or misinterpretation of facts then, the Client has right to reject the proposal at any stage.**

Annex-E

General Manager (P&CA)
National Highway Authority,
Islamabad, **Pakistan**

Power of Attorney (Regarding submission of proposal)

Subject: [NAME OF THE PROJECT]

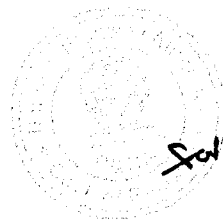
Dear Sir,

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



Annex-F

General Manager (P&CA)
National Highway Authority,
Islamabad, **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 _____

Date: _____

Authorized Representative

Day/Month/Year

[Designation]

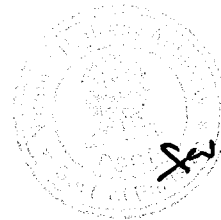
Signature: _____

Name: _____

[Designation]

[Consultant Name]

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



Consultancy Services for Design Review & Construction Supervision for construction/ Dualization of Sialkot- Eminabad Road Upto Kamoki, Section-I:Ghatto Rora to Dharam Kot (28.86 Km), Including Link to Motorway (3.6 KM), Total Length:32.46 KM in Distt Sialkot

Annex-G

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

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

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

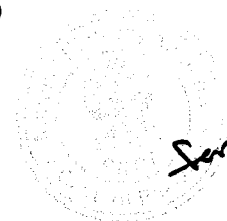
9. Information about Board of Directors (Details Shall be provided regarding number of shares in the capital of the company as set opposite respective names).

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

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

Name and signature

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



Annex-H

REQUIREMENTS OF AUDIT REPORTS

Sr. No.	Types of Organization	Minimum requirement of auditors	Basis of Preparation of Audit Reports	Basis of preparation of Financial Statements
1.	Corporate entities (duly registered with Securities and Exchange Commission of Pakistan)	Licensed Chartered Accountant Firms (Minimum Partnership Firm with international affiliation) enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.	International auditing standards as applicable in Pakistan.	i. Companies Ordinance 1984 or Companies Act 2017 (Whichever is applicable). ii. International accounting and financial reporting standards as applicable in Pakistan at the time of issuance of the reports.
2.	Partnership Firm/ AOPs/ Joint Ventures	Licensed Chartered Accountant Firms (Minimum Partnership Firm) enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.		International accounting and financial reporting standards as applicable in Pakistan at the time of issuance of the reports.
3.	Individuals/ Sole Proprietorship	Licensed Cost & Management Accountant Firms enlisted and appearing on the list of firms in ICMAP directory as at the finalization of procurement for organization of net worth up to 10 million only. In all other cases Licensed Chartered Accountant Firms enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.		Consistent and acceptable Accounting policies.