



SFD
الصندوق السعودي للتنمية
Saudi Fund for Development



CONSTRUCTION OF ARANDU TO KALKATAK/LOWARI ROAD (26 KM) (SFD ASSISTED)



JUNE 2025

**REQUEST FOR PROPOSAL, FOR
DETAILED DESIGN AND CONSTRUCTION
SUPERVISION**

**PROJECT UNIT FOR PARRSA/PDMA PROJECTS
COMMUNICATION AND WORKS DEPARTMENT
GOVERNMENT OF KHYBER PAKHTUNKHWA**

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DEFINITIONS:

- a) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- b) "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) "Day" means calendar day.
- f) "Donor" means Saudi Fund for development.
- g) "Government" means the government of Khyber Pakhtunkhwa.
- h) "Instructions to Consultants" means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- i) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- j) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- k) "Proposal" means a technical proposal or a financial proposal, or both.
- l) "QBS" means Quality-Based Selection.
- m) "QCBS" means Quality- and Cost-Based Selection.
- n) "RFP" means this Request for Proposal.
- o) "Services" means the work to be performed pursuant to the Contract.
- p) "SSS" means the Single Source Selection.
- q) "Standard Electronic Means" includes facsimile and email transmissions.
- r) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- s) "Terms of Reference" (TOR) means the document included in the RFP, which explains the



objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.



LETTER OF INVITATION

To,

All Consultants.

Gentlemen!

We Govt of KP have received funds from the Kingdom of Saudi Arabia through Saudi Fund for Development (SFD) to finance reconstruction of social sector and infrastructure Schemes in Malakand Division through PDMA PaRRSA.

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

Your attention is particularly drawn towards paragraph 3.1.1, subparagraph 3.1.2 (d), paragraphs 3.1.3, 3.1.5, 5.2.1 and 6.5 of Instructions to Consultants (Annex A) as well as subparagraphs 1.7 (v), 1.7 (vii), 1.7 (viii), 1.8 (a) and 1.8 (b) in Data Sheet (Annex B) and Note under the Table for check list of Required Forms (in Technical Proposal) to avoid the risks of Disqualification/ Rejection/ losing marks/ Penalty.

However, the Client at its own discretion reserves the right to EITHER seek clarification on non-compliance of the Instructions and rectify or not the shortcomings only in Technical Proposals (under similar treatment to each consultant), OR not, prior to opening of Financial Proposals (which shall be kept unopened till complete evaluation of Technical Proposals). No alteration in Financial Proposals shall be made except during the negotiations as per Khyber Pakhtunkhwa Public Procurement Regulatory Authority KPPRA Rules 2014.

Project Director
PaRRSA Project Unit
C&W Department.



ATTACHMENTS

1. Instructions to Consultants (Annex A)
2. Data Sheet (Annex B)
3. Technical Proposal Forms
4. Financial Proposal Forms
5. Appendix A (Terms of Reference)
6. Appendix B (Man-Months and Activity Schedule)
7. Appendix C (Client's Requirements from the Consultants)
8. Appendix D (Personnel, Equipment, Facilities and other services to be provided by the Client).
9. Appendix E (Copy of Model Contract Agreement)



Annex A

INSTRUCITONS TO CONSULTANTS

1. GENERAL

- 1.1 Desiring consultants are invited to submit a technical and a financial proposal with 2% bid security in the shape of Bank guarantee, or CDR for consulting services required for the assignment named in the attached Data Sheet (Annex B). The proposals could form the basis for future negotiations and ultimately a Contract between the selected Consultant and the Client named in the Data Sheet.
- 1.2 A brief description of the assignment and its objectives are given in the Data Sheet which are elaborated in Appendix A (Terms of Reference) to this RFP.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).
- 1.4 The Client (**PaRRSA P.U. C&W Department**) has been entrusted the duty to implement the Project as Executing Agency by Govt. of KP and funds for the project have been approved and provided in the budget for utilization towards the cost of the assignment, and the Client intends to apply part of the funds to eligible payments under the Contract for which this LOI is issued.
- 1.5 To obtain first-hand information on the assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the official named in the Data Sheet. Please ensure that the official is advised of the visit in advance to allow adequate time for him to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 It is notified that:
 - i. The cost of preparing the proposal and of negotiating the Contract, including visit to the Client, are not reimbursable as a direct cost of the Assignment, and
 - ii. The acceptance or rejection of any or all proposal will be as per the KPPRA rules/ SFD guidelines 2014.



1.9 In order to avoid conflicts of interest:

- i. Any firm providing goods, works, or services with which the consultant is affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this assignment forms a part; and
- ii. Any previous or ongoing participation in relation with the project by the consultant (including partners in case of JV), its Key Personnel (professional staff), its affiliates or associates under a contract may result in rejection of the proposal. Any situation in that respect must be clarified with the Client before preparing the proposal.

2. DOCUMENTS

- 2.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Fourteen (14) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or tele-fax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by writing or cable, telex or tele-fax to such requests and copies of the response shall be sent to all invited consultants.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, telex or tele-fax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadlines for the submission of proposals.

3. PREPARATION OF PROPOSAL

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

3.1 Technical Proposal

- 3.1.1 The Technical Proposal should be submitted using the format specified and shall include duly signed and stamped forms appended with the RFP. This is a mandatory requirement for evaluation of proposals and needs to be filled up carefully.

The proposals should be bound in the hard book binding form to deny the possibility of removal or addition of page(s). All the pages of proposals must be signed and stamped in original by authorized representative of the firm/JV. All the pages must be numbered



starting from first page to last. Any proposal found not adhering to these requirements may be **rejected** at the time of opening as per KPPRA rules 2014/SFD guidelines.

- 3.1.2 In the Technical Proposal, the general approach and methodology shall be proposed for carrying out the services covered in the Terms of Reference, including such detailed information as deemed relevant together with consultant's appreciation of the Project from provided details and
- a. A detailed overall work program to be provided with timing of the assignment of each Key Personnel or other staff member assigned to the Project.
 - b. An estimate of the total number of person-months and Project duration required.
 - c. Clear description of the responsibilities of each Key Personnel within the overall work program.
 - d. The Curricula Vitae of all Key Personnel and an Affidavit on stamp paper duly attested by Oath Commissioner to the effect that the proposed personnel shall be available for the assignment in the project duration and their present place of duty may also be mentioned. Failure to provide the Affidavit may result in to cancelling further evaluation of the proposal. The consultants are advised to suggest such names that shall be available for the Assignment.
 - e. The Technical Proposal shall include duly filled-in forms provided in this RFP: the name, background and professional experience of each Key Personnel to be assigned to the Project, with particular reference to his experience of work of a nature similar to that of the proposed assignment.
 - f. Current commitments and past performance are the basic criteria in evaluation of Technical Proposal. Consultants are required to provide the details of present commitments/ongoing jobs as referred in the Form TECH-9 Current Commitments of the Firm. Further, the basis for considering the past performance is the report from Design Section and Construction Wing of **PaRRSA P.U C&W Department**.
- 3.1.3 While preparing the Technical Proposal, consultants are expected to examine all terms and instructions included in the RFP. Failure to provide all requested information shall be at consultant's risk and may result adversely in the scoring of the proposal. The proposal should be prepared as per RFP and any suggestion or review of staff etc. should be clearly spelt out in Form TECH-4, A and B, -COMMENTS/SUGGESTIONS



OF CONSULTANT.. This will be discussed at the time of negotiation meeting as and when called.

3.1.4 During preparation of the Technical Proposal, consultants must give particular attention to the following:

- i. Consultant may utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available with any Pakistani firm. In case of JV, the proposal should state clearly partners will be “Jointly and Severally” responsible for performance under the Contract and One (Representative) partner will be solely responsible for all dealings with the Client on behalf of the JV. Its Power of Attorney on this account is to be enclosed. The Representative partner shall retain the responsibility for the performance of obligations and satisfactory completion of the consultancy services. PEC registers a foreign consulting firm for issuing license to provide consultancy services in Pakistan, which is based on formation of JV with the condition that the foreign consulting firm shall provide only that share of consultancy services by the JV for which expertise is not available with Pakistani consulting firms. A copy of JV agreement to be provided at the time of finalizing the contract documents with specific responsibilities and assignments to be looked after by each partner.
- ii. Subcontracting part of the assignment to the other consultants is discouraged and only individual Specialist Sub-Consultants (having unique expertise which is not available with others) may be included.
- iii. The Key Personnel proposed shall preferably be permanent employees of the firm unless otherwise indicated in the Data Sheet.
- iv. The estimated number of Key Personnel person-months required for the Assignment is stated in the Data Sheet. The proposal should be based on a number of Key Personnel person-months substantially in accordance with the above number. However consultants may propose changes in the light of their experience through particular comments on the TOR.
- v. Proposed personnel should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed Key Personnel shall be as listed in the Data Sheet.
- vi. If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring is to be provided.

3.1.5 The Technical Proposal shall not include any financial information. The Consultant’s comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the Technical Proposal. A Technical Proposal



containing any financial information will be treated as non-responsive resulting in rejection of the proposal.

3.2 Financial Proposal

- 3.2.1 The Financial Proposal should be submitted with 2% bid security in the shape of Bank guarantee, or CDR and using the format specified and enclosed with this RFP. This is a mandatory requirement for evaluation of proposals and needs to be filled up carefully. The total cost is to be mentioned in the Form FIN-7 Summary of cost of consultant for design, prep of documents and supervision services and accordingly in Form FIN-1 too.
- 3.2.2 The Financial Proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office, equipment, furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. The Financial Proposal should be prepared using the formats attached as Forms FIN-1 to FIN- 7.
- 3.2.3 The Financial Proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.
- 3.2.4 Costs may be expressed in currency (s) listed in the Data Sheet.
- 3.2.5 The Financial proposal should be accompanied with 2% bid security in the shape of Bank guarantee, or CDR.

4. SUBMISSION OF PROPOSALS

- 4.1 Consultants shall submit one original Technical Proposal and one original Financial Proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All Technical Proposals shall be placed in an envelope clearly marked “Technical Proposal” and the Financial Proposals in the one marked “Financial Proposal”. The financial proposal shall accompanied by 2% of the quoted price, bid security in the shape of Bank guarantee, or CDR. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”
- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the Technical and Financial Proposals shall be prepared in indelible ink and shall be signed by the authorized representative of the consultant. The representative’s authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the Technical and Financial Proposals shall be signed by the person or persons signing the proposal.



- 4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.4 The completed Technical and Financial Proposals shall be delivered on or before the time and date stated in the Data Sheet. The location for the submission of proposals is indicated in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, consultants shall keep available the Key Personnel proposed for the Assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. PROPOSAL EVALUATION

5.1 Evaluation Procedure and Criteria

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

5.2 Technical Proposal

- 5.2.1 The evaluation committee appointed by the Client shall carry out its evaluation for the project(s) as listed in Para 1.1, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical



score (St). Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned un-opened.

5.3 Financial Proposal

5.3.1 The Financial Proposals of all consultants with qualifying marks 70% on the basis of evaluation of Technical Proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of Financial Proposals as indicated in the Data Sheet. The total price and major components of each proposal shall be publicly announced to the attending representatives of the firms.

5.3.2 The evaluation committee shall determine whether the Financial Proposals are complete and accompanied by 2% bid security in the shape of Bank guarantee, or CDR and without computational errors; all errors/discrepancies and deviations from respective Technical Proposals as well as RFP shall be dealt with for subsequent scoring in accordance with procedure and criteria given in Para 5.1.2 herein above. The lowest Financial Proposal (Fm) among all shall be given a financial score (Sf) of 1000 points. The financial scores of the proposals shall be computed as follows:

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

(F = amount of specific Financial Proposal)

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

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

5.3.4 Breakup of the approved cost of contract shall be carried out according to the phases of the Terms of Reference for the temporary payments to the consultant. Payment in design phase will be made lump sum upon completion of each activity as mentioned in detailed design phase break up.

6. NEGOTIATION

6.1 Prior to the expiration of proposal validity, the Client shall notify the successful consultant that submitted the highest-ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract. The proposed Chief Resident Engineer/ Resident Engineer shall also be invited to attend the negotiations.

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

6.3 Negotiations shall commence with a discussion of consultant's Technical Proposal including proposed methodology, work plan, staffing and any suggestions which may



have been made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.

- 6.4 Having selected Consultant on the basis of, among other things, an evaluation of proposed Key Personnel, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the personnel will be actually available. The Client shall not consider substitutions of Key Personnel except in cases of un-expected delays in the starting date or incapacity of Key Personnel for reasons of health. Failure to assure the availability of Key Personnel or substitution (equal or better) as exception only may result in rejection of Consultant's proposal.
- 6.5 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultant shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the consultant that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultant (and so on).

7. AWARD OF CONTRACT

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



Annex B

DATA SHEET

LOI Clause #

- 1.1 The name of the Assignment is:
Detailed Design, Preparation of Contract Documents and Construction Supervision of following scheme with adjoining scope.

No.	Name of scheme	Scope of work	Length
1	Detained Engineering Design and Construction Supervision of Arrandu to Kalakatak/Lowari Road, Lower Chitral	Detail engineering Design & Supervision	26 Km

The name of the Client is:

PROJECT DIRECTOR PaRRSA /USAID PROJECT PU C&W DEPTT

- 1.2 The description and the objectives of the assignment are:
As per TOR
- 1.3 Phasing of the Assignment:
As per TOR
- 1.4 The funds for the project shall be met out of loan financed under “The Saudi Fund For Development”
- 1.5 Pre-Proposal Conferences:
Yes ☒ **No** ☐

Date: _____ Time: _____ Address: _____

Phone No: _____

Name of the official is: **Project Director**
PaRRSA P.U .C&W Department

- 1.6 The Client shall provide the following inputs:
As per TOR and Appendix D
- 1.7 Following sub-clauses are added:
- iii. 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 **PaRRSA P.U. C&W Department**. 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 **PaRRSA P.U. C&W Department**. In case the work is delayed or abandoned for any reason whatsoever, the consultant shall not have any legal recourse.

- iv. The consultant shall be responsible to have the whole construction work completed 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. The trees/shrubs prone to landscape and earth work slopes grassed in ROW. 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.
- v. The consultants may better not to propose names of Key Personnel already proposed in other proposals which are being evaluated by **PaRRSA P.U C&W Department** or contract(s) awarded recently. This will affect adversely marking of these Personnel in evaluation of the technical proposal. Their secured points are liable to be reduced by 50% if their names appear in more than 1 previous proposal in which they are ranked No.1. Further the existing load of work with a firm shall be considered as one of the factors for the consideration in the award of the contract. No CV of any alternate Personnel shall be accepted during evaluation.
- vi. Consultants may form a Joint Venture (JV) to qualify for the Assignment in which case the contract will be signed between the Client and all members of the JV on the prescribed Form included in Appendix E (copy of Model Agreement) subject to the ranking and successful negotiations. A JV may include at the most 2 members.
- vii. Sub-Consulting is not allowed. In case the consultant requires engaging of personnel for specialized nature of job, prior approval of the employer is necessary.
- viii. Successful consultant is required to submit Performance security in form of CDR, bank guarantee or insurance from a AA rated firm, equal to 10 % of the contract amount valid till completion of the services.

1.8 The invited firms are:

Any firm meeting the following requirements:

- a. Valid Registration Certificate of Pakistan Engineering Council with relevant Project Profile Codes and enlisted in C&W Department. All the firms in JV must be enlisted in



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

- b. Affidavit in original bearing the subject with project name on stamp paper duly attested by the Oath Commissioner to the effect that the firm has neither been blacklisted nor any contract rescinded in the past for non-fulfilment of contractual obligations (By all partner firms in case of JV). Non submission of the affidavit may be treated as disqualification resulting in to no further evaluation of the proposal.
- c. Facilities available with the consultant to perform their functions effectively (proper office premises, software, hardware, record keeping etc.)
- d. Client's satisfaction certificates (Performance Reports) from the respective Clients. Moreover, any adverse report regarding performance of consultant on **PaRRSA P.U C&W Department** projects received from **PaRRSA P.U C&W Department** or relevant quarter may become basis for its disqualification from the Assignment above named in clause 1.1.
- e. Person-months of staff and Project Duration as per TOR and Bidding Data sheet.

2.1 The Documents are:

- (i) Letter of Invitation
- (ii) Instructions to Consultants
- (iii) Data Sheet
- (iv) Technical Proposal Forms
- (v) Financial Proposal Forms
- (vi) Appendix-A Terms of Reference (including Background information
- (vii) Appendix-B: Person-Months and Activity Schedule
- (viii) Appendix-C: Client's Requirements from the Consultants
- (ix) Appendix-D: Personnel, Equipment, Facilities and Other Services to be provided by the Client, and
- (x) Copy of Model Agreement (Draft Form of Contract & Appendices etc.

2.2 The address for seeking clarification is:

**PROJECT DIRECTOR PaRRSA /USAID PROJECT UNIT
C&W DEPTT: ALHARAM GREEN TOWN MAIN G.T ROAD
NEAR JHAGRA STOP PESHAWAR**

3.1.4

- (i) Proposed Key Personnel for detail Design and Preparation of bid documents for contractors as per SFD Guidelines shall preferably be permanent employees who are employed with the consultants at least six months prior to submission of Proposal.

Yes ☒ No ☐

- (ii) The minimum number of man-months of Key Personnel is:
As per the Data Sheet/Man months table



(iii) The minimum required Key Personnel are;

Design Staff

S#	Position	No.
1	Team Leader / Chief Resident Engineer	1
2	Highway & Pavement Design Engr.	1
3	Geometric Design Engineer	1
4	Structural / Bridge Engr.	1
5	Geo Technical Engineer	1
6	Hydrology & Hydraulic Engineer	1
7	Environmental Specialist	1
8	Contract Specialist	1
9	Chief Surveyor	1
10	Quantity Surveyor	1
11	Assistant Quantity Surveyor	1
12	Surveyors	3
13	Draftsman (CAD-Operator)	1
14	Helpers	3

Supervisory Staff

S.No	Position	No.	Man Months
1	Chief Resident Engineer/ Team Leader	1	30
2	Resident Engineer	1	28
3	Assistant Resident Engineer	2	24 (each)
4	Highway & Pavement Design Engineer	1	04
5	Structural / Bridge Engineer	1	04
6	Geo Technical Engineer	1	04
7	Environmental Engineer	1	24
8	Material Engineer	1	24
9	Contract Specialist	1	04
10	Chief Surveyor	1	28
11	Quantity Surveyor	1	24
12	Assistant Quantity Surveyor	1	24
13	Surveyors	3	24 (each)
14	Site Inspectors	5	24 (each)
15	Lab Technician	3	24 (each)
16	Assistant Lab Technician	3	24 (each)
17	Office Admin	1	24
18	Computer Operator	1	24
19	CAD Operator	1	24
20	Office Assistant	2	24 (each)
21	Helpers (Survey/Lab)	8	24 (each)



22	Office Boy	2	24 (each)
21	Chowkidar	2	24 (each)

Notes:

1. The lead firm should have at least 50% (fifty-percent) of the staff on the permanent fulltime role (having a minimum of six months standing with firm) nominated to work on the assignment.
2. All key input and core staff of the consultant should be nominated by name in the proposal. During evaluation 5% marks will be deducted for each TBN (To be nominated) position of the above-mentioned staff.
3. The key staff of the consultant must be proficient in written and spoken English.
4. The consultant may propose their additional positions and an adjustment of man-months for key personnel so far as total man-months for key personnel remain the same as above.
5. The provision in RFP is made keeping in view the requirement of the work. However, actual staff and number of personnel from consultant will be deployed after approval of employer/Project director office.



(iv) Training is a major component of this Assignment:

Yes _____, No _____✓_____

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

- (i) The consultants shall be responsible for Professional Indemnity Bond of the required amount at their own cost. This bond shall be in the joint name of Consultant and the Client.
- (ii) The consultants are required to insure their Employees and Professionals for Hospitalization/ Medical, Travel and Accident Cover for the duration of the Contract.
- (iii) Other details provided in Para 3.5 of Special Conditions of Contract in Model Agreement (Appendix E).

3.2.4 Consultants shall quote the rates of remuneration for local personnel in Pak Rs.:

4.1 The number of copies of the Proposal required is:

Technical Proposal:

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

Financial Proposal:

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

The address for writing on the proposal is:

Project Director
PaRRSA P.U. C&W Department
Peshawar

4.4 The date and time of proposal submission is:

/ / **2025**

The location for submission of proposal is:

**PROJECT DIRECTOR PaRRSA /USAID PROJECT UNIT
C&W DEPTT: ALHARAM GREEN TOWN MAIN G.T ROAD
NEAR JHAGRA STOP PESHAWAR**

4.5 Validity period of the proposal is:

180 days

Location for Negotiation is: location for submission of proposal



5.2.1 The Evaluation of Technical Proposal shall be based on following criteria:

S.No	Description	Percentage of Points
(1)	Qualification and competence of the Key Staff for the Assignment	40%
	a. Proof of office at Peshawar (5%)	
	b. Academic and General Qualification (15%)	
	c. Practical and Specific Experience (20%)	
(2)	Experience and standing	50 %
	a. Experience in similar nature of work (30%)	
	b. General Experience (10%)	
	c. Performance in C&W and/or PKHA of the work of comparable scope and nature in roads, bridges and highways. (10%)	
(3)	Adequacy of the proposed Work plan and Methodology in responding to the TORs	10%

Notes:

- For some persons in the key staff (as per proforma), academic marks shall only be allotted with at least general experience and will be nullified in case of insufficient experience.
- Firms applying in the joint venture must meet the following conditions;
 - The firms forming the Joint venture; must both be enlisted at C&W Department
 - Maximum number of firms to become a joint venture, is two



- The lead firm must have a share of not less than 60%, and the evaluation based on the above criteria shall also be carried out based on the share of the individual firm in a Joint Venture.



S#	Description / Item	Points	Document / Record to be provided in Proof																												
1	<u>Qualification and competence of the Key Staff for the Assignment</u>	40																													
	i) Proof of Established Local office at Peshawar	05	05 Points shall be allotted to the firm having Permanent Office at Peshawar																												
	ii) Academic and General qualifications	15	Design staff: (06) <table border="1"> <thead> <tr> <th>S#</th><th>Position</th><th>Points</th><th>Qualification</th></tr> </thead> <tbody> <tr> <td>1</td><td>Team Leader / Chief Resident Engineer</td><td>0.8</td><td>0.4 points for BSC (Civil Engineering), 0.8 point for BSC Civil engineering and MS Project Management/Civil engineering</td></tr> <tr> <td>2</td><td>Highway & Pavement Design Engr.</td><td>0.8</td><td>0.4 points for BSC (Civil Engineering), 0.8 point for BSC Civil engineering and MSC in MS (Transportation)</td></tr> <tr> <td>3</td><td>Geometric Design Engineer</td><td>0.8</td><td>0.4 points for BSC (Civil Engineering), 0.8 point for BSC Civil engineering and MSC in MS (Transportation)</td></tr> <tr> <td>4</td><td>Structural / Bridge Engr.</td><td>0.8</td><td>0.8 point for MS (Structural Engineering)</td></tr> <tr> <td>5</td><td>Geo Technical Engineer</td><td>0.8</td><td>0.8 point for MS Geo Technical Engineering</td></tr> <tr> <td>6</td><td>Environmental Specialist</td><td>0.8</td><td>0.8 point for BSC/ MS (Environmental Engineering)</td></tr> </tbody> </table>	S#	Position	Points	Qualification	1	Team Leader / Chief Resident Engineer	0.8	0.4 points for BSC (Civil Engineering), 0.8 point for BSC Civil engineering and MS Project Management/Civil engineering	2	Highway & Pavement Design Engr.	0.8	0.4 points for BSC (Civil Engineering), 0.8 point for BSC Civil engineering and MSC in MS (Transportation)	3	Geometric Design Engineer	0.8	0.4 points for BSC (Civil Engineering), 0.8 point for BSC Civil engineering and MSC in MS (Transportation)	4	Structural / Bridge Engr.	0.8	0.8 point for MS (Structural Engineering)	5	Geo Technical Engineer	0.8	0.8 point for MS Geo Technical Engineering	6	Environmental Specialist	0.8	0.8 point for BSC/ MS (Environmental Engineering)
S#	Position	Points	Qualification																												
1	Team Leader / Chief Resident Engineer	0.8	0.4 points for BSC (Civil Engineering), 0.8 point for BSC Civil engineering and MS Project Management/Civil engineering																												
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5	Geo Technical Engineer	0.8	0.8 point for MS Geo Technical Engineering																												
6	Environmental Specialist	0.8	0.8 point for BSC/ MS (Environmental Engineering)																												



				7	Contract Specialist	0.2	0.1 points for BSC (Civil Engineering), 0.2 point for BSC Civil engineering and MSC in MS (Project Management)																
				8	Hydrology & Hydrolic Engineer	0.8	0.4 points for BSC (Civil Engineering), 0.8 point for BSC Civil engineering and MS Hydraulic Engineering																
				9	Quantity Surveyor	0.2	0.1 points for DAE Civil Engineering and 0.2 points for BSC/B-tech Civil Engineering																
			<p>Note: The academic points for design staff will only be counted subject to fulfillment of general experience.</p> <p>Supervision staff: (09)</p> <table><tr><th>S.No</th><th>Position</th><th>Points</th><th>Qualification</th></tr><tr><td>1</td><td>Chief Resident Engineer/ Team Leader</td><td>1.5</td><td>1.0 points for BSC (Civil Engineering), 1.50 points for BSC Civil engineering and MS Project Management/Civil engineering</td></tr><tr><td>2</td><td>Resident Engineer</td><td>1.5</td><td>1.0 points for BSC (Civil Engineering), 1.50 points for BSC Civil engineering and MS Project Management/Civil engineering</td></tr><tr><td>3</td><td>Environmental Engineer</td><td>0.75</td><td>0.75 point for BSC/ MS (Environmental Engineering)</td></tr></table>					S.No	Position	Points	Qualification	1	Chief Resident Engineer/ Team Leader	1.5	1.0 points for BSC (Civil Engineering), 1.50 points for BSC Civil engineering and MS Project Management/Civil engineering	2	Resident Engineer	1.5	1.0 points for BSC (Civil Engineering), 1.50 points for BSC Civil engineering and MS Project Management/Civil engineering	3	Environmental Engineer	0.75	0.75 point for BSC/ MS (Environmental Engineering)
S.No	Position	Points	Qualification																				
1	Chief Resident Engineer/ Team Leader	1.5	1.0 points for BSC (Civil Engineering), 1.50 points for BSC Civil engineering and MS Project Management/Civil engineering																				
2	Resident Engineer	1.5	1.0 points for BSC (Civil Engineering), 1.50 points for BSC Civil engineering and MS Project Management/Civil engineering																				
3	Environmental Engineer	0.75	0.75 point for BSC/ MS (Environmental Engineering)																				



				4	Assistant Resident Engineer	1.5	For two AREs, 1.0 points for BSC (Civil Engineering), 1.50 points for BSC Civil engineering and MS Project Management/Civil engineering
				5	Material Engineer	0.75	0.5 points for DAE. 0.75 point for BSC/B-tech (Civil Engineering)
				6	Chief Surveyor	0.75	0.5 points for DAE. 0.75 point for BSC/B-tech (Civil Engineering)
				7	Site Inspectors	1.5	For five site inspectors: 1.0 points for DAE. 1.50 point for BSC/B-tech (Civil Engineering)
				8	Lab Technician	0.75	0.75 point for DAE
				Note: <ul style="list-style-type: none">For S.No. 01, 02, 05 & 06 Academic points will only be allotted subject to General Experience.Detail CV's (with Picture of candidate) duly signed by proposed candidates.Attested Photocopy of highest qualification degree.Photocopy of PEC card (for Engr. Only).Photocopy of CNIC.Photocopy of employment status issued by PEC as available on PEC web site (for Engr. Only)Photocopy of Contract Agreement on Stamp Paper between the key personal and firm for the current year. Besides their latest pay slip should also be attached.			
iii) Practical Experience	20	Design staff: (08)					
		S#	Position	Points	Experience		



			1	Team Leader / Chief Resident Engineer	01	20 years total and 05 years 'experience as Chief Resident Engineer. (0.8 points) At least two successful completed project as Chief Resident Engineer in hilly areas. (0.2 points)
			2	Highway & Pavement Design Engr.	01	a. 01 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature projects (Road+Bridge) each with construction cost of 1000 (M) and above b. 0.5 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature projects (road only) each with construction cost of 700 (M) and above
			3	Geometric Design Engineer	01	a. 01 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature projects each with construction cost of 1000 (M) and above b. 0.5 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature road projects each with construction cost of 700 (M) and above
			4	Structural / Bridge Engr.	01	a. 01 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature projects each with construction cost of 1000 (M) and above b. 0.5 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03



					similar nature projects each with construction cost of 700 (M) and above	
			5	Geo Technical Engineer	01	a. 01 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature projects each with construction cost of 1000 (M) and above b. 0.5 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature projects each with construction cost of 700 (M) and above
			6	Environmental Specialist	01	c. 01 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature projects each with construction cost of 1000 (M) and above a. 0.5 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature projects each with construction cost of 700 (M) and above
			7	Contract Specialist	0.5	a. 01 mark for 07 years of experience and five construction projects experience of 1000 (M) and above b. 0.5 mark for 07 years of experience and five construction projects experience of 700 (M) and above



			8	Hydrology & Hydraulic Engineer	01	a. 01 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature projects each with construction cost of 1000 (M) and above b. 0.5 mark for a total experience of 10 years, 07 years experience in road and bridges and under taken 03 similar nature projects each with construction cost of 700 (M) and above
			9	Quantity Surveyor	0.5	0.50 points for DAE Civil Engineering
			Supervision staff: (12)			
			S.No	Position	Points	Experience
			1	Chief Resident Engineer/ Team Leader	02	20 years total and 05 years 'experience as Chief Resident Engineer. (1.60 points) At least two successful completed project as Chief Resident Engineer in hilly areas. (0.4 points)
			2	Resident Engineer	02	20 years total and 05 years 'experience as Resident Engineer. (1.60 points) At least two successful completed project as Resident Engineer in hilly areas. (0.4 points)



			3	Environmental Engineer	01	<p>a. 01 mark for 10 years of experience and five construction projects experience of 1000 (M) and above</p> <p>b. 0.5 mark for 5-10 years of experience and 2-5 construction projects experience of 1000 (M) and above</p>
			4	Assistant Resident Engineer	02	02 points for two AREs each with at least 5 years' experience as Assistant Resident Engineer, with at-least one road project with construction cost of 500 (M)
			5	Material Engineer	01	01 point for material engineer with 15 years' experience as Material Engineer with at-least two road projects with construction cost of 500 (M)
			6	Chief Surveyor	01	01 point for chief surveyor with 15 years' experience as Chief Surveyor, with at-least two road projects with construction cost of 500 (M)



			7	Site Inspectors	02	02 points for 5 site inspectors with 10 years' experience as site, with at-least two road projects with construction cost of 200 (M)
			8	Lab Technician	01	01 point for one lab technician with 10 years' experience as lab, with at-least two road projects with construction cost of 200 (M)
			Notes: <ul style="list-style-type: none">To be mentioned in the detailed CV, supported by Appointment letters, Experience Certificates etc. duly attestedReduced points shall be awarded in case of insufficient experience has been provided.			
2	<u>Experience and Standing</u>	50				
	i) Experience in similar nature of work	30	Three (03) roads and bridges projects completed (24); a. One 26 km or above road including at least one bridge (10 meters and above span) in hilly terrain: (08) b. One 26 km or above road including at least one bridge (10 meters and above span) in ordinary geography: (6) c. One 20-25 km road project: (4) d. No marks shall be allotted to works below the above criteria. Note: Maximum of 03 projects can be claimed for this purpose Three (03) Present roads and bridges projects in-hand (06)			



			<p>a. One ongoing road project having cost of 1500 (M) or above. (02)</p> <p>Note:</p> <ul style="list-style-type: none"> • Attested Work orders, completion certificates and satisfied performance certificate from the relevant departments are required to be accompanied. • 40% of the above points shall be awarded if only design experience is produced and 60% points in case of only supervision experience. • Maximum of 03 projects can be claimed for this purpose
	ii) General Experience	10	<p>Completed Design and Construction Supervision experience of at-least four (04) general nature works. The evaluation criteria in terms of the construction cost of works given as;</p> <p>Design: (04)</p> <p>a. Completed Design experience of one project with construction cost, 1800 (M) to 2500 (M): (01)</p> <p>b. Completed Design experience of one project construction cost, 1200 (M) to 1799 (M): (0.8)</p> <p>c. Completed Design experience of one project construction cost, 900 (M) to 1199(M): (0.5)</p> <p>Supervision: (06)</p> <p>a. Completed supervision experience of one project with construction cost, 1800 (M) to 2500 (M): (1.5)</p> <p>b. Completed supervision experience of one project with construction cost, 1200 (M) to 1799 (M): (01)</p> <p>c. Completed supervision experience of one project with construction cost, 900 (M) to 1199(M): (0.5)</p> <p>Note: Attested Work orders, completion certificates and satisfied performance certificate from the relevant departments are required to be accompanied.</p>



	iii) Performance in C&W and/or PKHA/NHA of the work of comparable scope and nature in roads, bridges and highways.	10	<p>Points will be awarded as per decision of the committee by taking into consideration the overall (past) performance of the firm. Satisfactory Performance Certificates from previous employer is mandatory to become eligible for the performance points.</p> <p>Note: In order to be eligible for the performance points the consultant is required to submit certificates from previous employer in respect of at-least two (02) design and three (03) supervision services. The certificates must demonstrate that the consultant's performance is satisfactory in terms of precise and flawless design and timely completion of the works through the contractor within the assigned scope. However, despite the provision of the mentioned certificates the evaluation committee has the discretion to deduct points based on the consultant previous performance in committee's opinion.</p>
3	<u>Adequacy of the proposed Work Plan and Methodology in responding to the TOR</u>	10	
	i) Understanding of objective	1.5	
	ii) Quality of Methodology	5	
	iii) Work Plan & Managing Schedule	1.5	
	iv) Innovativeness	1	
	v) Proposals Presentation	1	
Total Points		100	
Qualifying Marks		70/100	



1.3.3 Weight of Technical Proposal, T as mentioned in the instruction to bidders is 80%

Weight of Financial Proposal, F as mentioned in the instruction to bidders is 20%
Hence the evaluation is based on 80:20

7.2 The Assignment is expected to commence in 2025-26.



SFD
الصندوق السعودي للتنمية
Saudi Fund for Development



TECHNICAL PROPOSAL FORMS



Technical Proposal – Forms

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

Checklist of Required Forms (subparagraph 3.1.3 of ITC)

Required, (√)	FORM	DESCRIPTION
√	TECH-1	Technical Proposal Submission Form
√	TECH-1 Attachment	Proof of legal status and eligibility
“√” 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	TECH-1 Attachment Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member and a Special power of attorney for the representative of the lead member to represent all JV members.
√	TECH-2	Consultant’s Organization and Experience.
√	TECH-2A	A. Consultant’s Organization
√	TECH-2B	B. Consultant’s Experience/ Client’s Reference
√	TECH-3	Approach Paper on Methodology proposed for Performing the Assignment
√	TECH-4	Comments/ Suggestions of Consultant
√	TECH-4A	A. On the Terms of Reference
√	TECH-4B	B. On the Counterpart Staff and Facilities
√	TECH-5	Format of Curriculum Vitae (CV) for proposed Key Personnel
√	TECH-6	Composition of the Team Personnel and the Tasks to be Assigned to each Team Member
√	TECH-7	Work Plan/Activity Schedule
√	TECH-8	Work Plan and Time Schedule for Key Personnel
√	TECH-9	Current Commitments of the Firm
Note: Failure to provide required attachments with Form TECH-1 will entitle the Client to <u>reject the proposal</u> .		



CHECKLIST OF OTHER DOCUMENTS

1. Valid Registration Certificate(s) of PEC [subparagraph 1.8(a) of Data Sheet].
2. Affidavit in accordance with subparagraph 1.8(b) of Data Sheet.
3. Page numbered, signed, stamped and duly bound proposal (paragraph 3.1.1 of ITC).
4. Affidavit in accordance with subparagraph 3.1.2(d) of ITC.
5. Technical proposal not to include any financial information (paragraph 3.1.5 of ITC).
6. Letter of Intent/ JV Agreement (Form TECH - 1).
7. Integrity Pact [subparagraph (h) of Form TECH - 1].



TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Project Director
PaRRSA Project Unit C&W Department,
Peshawar]

Dear Sir!

We, the undersigned, offer to provide the consulting services for the Project as mention below:

No.	Name of scheme	Scope of work	Length
1	Detained Engineering Design and Construction Supervision of Arrandu to Kalakatak/Lowari Road, Lower Chitral	Detail engineering Design & Supervision	26 Km

In accordance with your Request for Proposals dated [Insert Date ____]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

[{If the Consultant is a joint venture, insert the following:

We are submitting our Proposal in a joint venture comprising: {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.}]

[AND

{If the Consultant’s Proposal includes individual Specialist Sub-consultant, insert the following:

Our Proposal includes: {Insert full name and country of the individual Specialist Sub-consultant}]

We hereby declare that:



- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or may be sanctioned by the Client in compliance of Rule 44 of the KPPRA Rules, 2014.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 4.5. and upto concurrence from SFD.
- (c) We have no conflict of interest in accordance with ITC Clause 1.9.
- (d) We meet the eligibility requirements as stated in Data Sheet Clause 1.8.
- (e) Neither we, nor our JV member or any of the proposed individual Specialist Sub-consultant prepared the TOR for this consulting assignment.
- (f) Within the time limit stated in the Data Sheet, Clause 4.5, we undertake to negotiate a contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in ITC, Clause 6.5 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In compliance (and, if the award is made to us, in execution) of Contract, we undertake to obey the Integrity Pact (attached herewith duly signed by authorized representative and stamped).

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (firm'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}



TECH-2A

CONSULTANT'S ORGANIZATION

- [1. Provide here a brief description of the background and organization of your Firm, 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 ownership¹.]

[¹ Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ownership by close relatives).]



CONSULTANT'S EXPERIENCE/ CLIENT'S REFERENCE

Relevant Services Carried Out in the Last Ten Years (by each member in case of JV) and by Specialist Sub-consultant, if any, Which Best Illustrate Qualifications

1. Using the format below, provide information on each successfully completed reference assignment for which your firm, either independently or as one of the members of Joint Venture (JV), was largely contracted by indicating the share of the firm itself in the JV.
2. Assignments completed by the Consultant's individual Experts working privately or through other consulting firms or that of the Consultant's Specialist Sub-consultant, cannot be claimed as the relevant experience of the Consultant, but can be claimed by the Experts or the Specialist Sub-consultants themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.]

Assignment Name:		Country of Assignment:
Location within Country:		Key Personnel Provided by Your Firm:
Name of Client:		No of other personnel provided by your Firm:
Address:		Total No of Man-Months of staff of your Firm:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Equivalent /Rs.) provided by staff of your Firm
Name(s) of Member Firm(s), in case of JV:		No. of Man-Months of Key Personnel Provided by member Firm(s), in case of JV
Name of Senior Staff (Project Manager /Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Staff of your Firm		

Consultant's Name: _____



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

[In this part of the Technical Proposal, explain understanding of the objectives of the Assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of the detail of such output. You should explain your methodology to complete the project within time and budget.

The approach must be indigenous project specific approach of consultant and not a generic one or copy of the TOR.

Based on the specific approach, describe Work Plan which is consistent with inputs provided in Forms TECH – 7 and TECH – 8.

In case of JV, the role of each member must be clearly highlighted. Likewise, role of Specialist Sub-consultant, if any, along with necessity must be highlighted.]



COMMENTS/SUGGESTIONS OF CONSULTANT

[Provide here comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the Assignment separately under Forms TECH-4A and TECH-4B respectively.]

A. On the Terms of Reference (TOR)

1.

2.

3.

Etc.

Design Services & Supervision Services

1.

2.

3.

Etc.

Note:	<p>1. The Consultant may propose a team of experts to best achieve the scope of service and activities and to deliver outputs <u>as required in TOR</u>. Proposed changes in position/individual inputs should be indicated and reasoned in the Technical Proposal but incorporated only in the Financial Proposals (showing excess/saving, in datum Price as worked out with the person months indicated in the RFP, which must be clearly bifurcated and marked red at each place for acceptance or otherwise by the Client at its prerogative during negotiations).</p> <p>(i) The Proposal may assign person-month inputs differently from TOR. However, Key Personnel input totals in the Proposal should not be less than the minimum totals of person-months inputs mentioned in Data Sheet Sub-Clause-3.1.4 respectively.</p>
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	<p>(ii) The Proposal may include additional expert position/s. However, additional expert will be considered Non-Key Personnel for the purpose of proposal evaluation.</p> <p>(iii) If the Proposal drops or replaces a Key Personnel position with a different one, the original position will receive zero score in the technical evaluation and the new position added in the Proposal will be considered Non-Key and will not be evaluated.</p> <p>(iv) DO NOT INCLUDE EXCESS/SAVING INFORMATION IN TECHNICAL PRPOSAL. If Technical Proposal includes financial information, <u>the Proposal will be rejected under Clause-3.1.5 of ITC.</u></p> <p>2. <u>When the Consultant suggests a change in scope of service, activities or output, the Consultant must describe the details in Form TECH-4A and the change should not be incorporated in the Proposal.</u> Enumerate each suggestion in Form TECH-4A with incremental cost as a separate attachment to Financial Proposal indicating breakdown into individual remuneration and expenses for each suggestion. Forms FIN-1 to 7 should be prepared <u>without</u> incorporating the changes.</p> <p>(i) If Financial Proposal provides no separate attachment about incremental cost to a suggestion, the suggestion will be considered at no additional cost to the Client and no negotiations for an incremental cost shall be done;</p> <p>(ii) DO NOT INCLUDE INCREMENTAL COST INFORMATION IN TECHNICAL PRPOSAL. If Technical Proposal includes financial information, <u>the Proposal will be rejected under Clause-3.1.5 of ITC.</u></p>
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FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL AND SPECIALIST SUB-CONSULTANT (IF ANY)

1. Proposed Position:

2. Name of Firm proposing the Key Personnel: _____

3. Name of Person:

4. Profession:

5. Date of Birth:

6. Years with Firm:

7. Nationality & CNIC Number:

8. Membership in Professional Societies:

(Membership of PEC is Mandatory)

9. Detailed Tasks to be Assigned on the Project: _____

10. Key Qualifications:

{Give an outline of the person's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by the person on relevant previous assignments and give dates and locations. Use upto one page}.

11. Education

{Summarize college/university and other specialized education of the person, giving names of institutions, dates attended and degrees obtained}.



12. Employment Record

{Starting with present position, list in reverse order every employment held. List all positions held by the person since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate}.

13. Languages

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

14. Certification

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

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am not a current employee of the Executing or the Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this Assignment for the duration and in terms of the inputs specified for me in Form TECH-5 provided team mobilization takes place within the validity of this Proposal;
- (iv) I was not part of the team who wrote the Terms of Reference for this consulting services Assignment;
- (v) I am not currently debarred by any department/organization/ (semi-autonomous/autonomous) bodies or such like institutions in Pakistan; and
- (vi) 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:

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 Key Personnel to submit his/her CV, and that s/he will be available to carry out the Assignment in



accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.]

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

Signature of Key Personnel or authorized
Representative of the Firm

Date: _____
Day/Month/Year

Full name of authorized Representative: _____

{Note: Copy or scanned signatures are not allowed}



TECH-6

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

1. Key Personnel (and Specialist Sub-consultant, if any)

Name	Position	Task Assignment	Present location	Name of assignment involved and clients names at present

2. Other Personnel

Name	Position	Task Assignment

Note: Sub-Consulting is not allowed. In case the consultant requires engaging of personnel for specialized nature of job, prior approval of the employer is necessary.



TECH-7

WORK PLAN/ACTIVITY SCHEDULE

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



TECH-8

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL (AND SPECIALIST SUB-CONSULTANT, IF ANY)

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

Continuous: _____

Intermittent: _____

Activities Duration _____

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____
Designation _____
Address _____



TECH-9

**CURRENT COMMITMENTS OF THE FIRM
[OF EACH MEMBER INCASE OF JV AND THE SPECIALIST SUB-CONSULTANT, IF ANY]**

List must be comprehensive including project from clients other than P.U as well

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



FINANCIAL PROPOSAL FORMS



FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [PaRRSA Project Unit C&W Department]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of -----
----- {Insert
amount in words and figures},

All the rates shall be in accordance with the applicable federal and provincial laws, and guidelines of KPRA and the Saudi Fund for Development. {Please note that all amounts shall be the same as in Financial Proposal Form FIN-7}.

As indicated and reasoned in Form TECH-4 of our Technical Proposal, in accordance with Note 2 under Form TECH-4 of the RFP, a separate attachment for incremental cost(s) is included/ not included in our Financial Proposal [*if attached, strike out "not included" and vice versa*]

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____



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



BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____ Firm: _____

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

Notes:

- Item No. 1 Basic salary shall include actual gross salary before deduction of income tax. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.
- Item No. 2 Social charges shall include Client's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the firm to the employee. Breakdown of proposed percentage charges should be submitted and supported {see Form FIN-3}.
- Item No. 3 Overhead shall include general administration cost, rent, clerical staff and business getting expenses, corporate tax including sales tax on services and insurances, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported {see Form FIN-4}.
- Item No. 5 Fee shall include firm's profit and share of salary of partners and directors {if not billed individually for the project} or indicated in overhead costs of the firm.
- Item No. 7 Normally payable only in case of field work under hard and arduous conditions.
- Note 1 The minimum percentage of item (1) should be preferably 50% of (8).
- Note 2 The Consultant is to provide appointment letter and affidavit/undertaking duly signed by each of the individual Personnel showing salary rates as above. Further during execution each invoice will also be provided showing that the Personnel have been paid their salaries as per basic rates mentioned therein; failing to which, P.U will take punitive action against the Consultant and shall deduct the deficient amount from its monthly invoice. Moreover it will be considered as a negative mark on the Consultant's performance that will be considered for future projects.
- Note 3 The Consultant shall provide its audited financial statements of latest three fiscal years, during negotiations, with respect to second paragraph under SC 6.2 (b) of the Model Agreement (APPENDIX-E).

Full Name: _____



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Saudi Fund for Development



Signature: _____

Title: _____



FIN-3

BREAKDOWN OF SOCIAL CHARGES

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



FIN-4

BREAKDOWN OF OVERHEAD COSTS

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



FIN-6A

DIRECT/ NON-SALARY COSTS FOR DESIGN AND SUPERVISION

[Refer also to Notes under Form TECH-4]

Sr. No.	Nomenclature	Unit	Quantity	Unit Price (Pak. Rs.)	Total Amount (Pak. Rs.)	Remarks
1.	06 no. rented Vehicles (04 no.s 4x4 double cabin, 02 no.s 4x4 jeeps or Toyota corolla cars) including driver salary with POL and Maintenance charges (vehicles not more than five-years-old) (24x6)	P.M	144			
3.	Rental office with min covered area of 2500 + 1250 sft including utility bills of Tel, Electricity & Gas charges etc	P.M	24			
4.	Office Equipment	L.S	1			
5.	Printing of Reports, Drawings & Stationary etc	P.M	24			
6	Provision of Rents for Laboratory building, along with utility bills for electricity, internet, and gas etc. Furthermore, provision of salaries for 02 number chowkidars and 02 number office boys is also included.	L.S	1			
7	Provision of Advance DJI Matrice 300 RTK or equivalent drone technology	L.S	1			
8	Miscellaneous charges	P.M	1			



Sub-Total for Direct Cost		
---------------------------	--	--

(Reimbursement on actual cost)

* Any additional item/ cost quoted against this line item must have provided solid/tenable justification(s) detailed in

Form TECH-4 "Comments on TOR" without indicating financial value therein. The Client's negotiation committee will deliberate on the requirement of additional item/ cost in case such Firm stands top ranked. It is also to be noted

by the Consultants that the Client is not bound to agree to the reasons given in Form TECH-4.

SUMMARY OF COST OF CONSULTANT FOR DESIGN AND SUPERVISION SERVICES

[Refer also to Notes under Form TECH-4]

S #	DESCRIPTION	Unit of Measurement	Amount (PKR)
1	F/S & Detailed Engineering Design Cost Per KM (including Bridges, any other allied structures and other highway features etc.)	Per KM	
Total Design Cost (A)			
2	Construction Supervision		
	1.Salary Cost/Remuneration		
	2.Direct (Non-salary) Cost		
Total Supervision Cost (B)			
GRAND TOTAL (A+B)			

- Note: 1- The dues and salaries of staff are payable by the Consultant 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 and recover from the invoice of the Consultant at actual charges paid plus 1% of the amount. This will also be accounted for adversely in making assessment of the Consultant in the next evaluation process for selection of consultants with report of such defaults.
- 2- All the rates shall be in accordance with the applicable federal and provincial laws, and guidelines of KPRA and the Saudi Fund for Development.
- 3- Any Omission or arithmetical error made by the Consultants in entering the amount against item 1(a) shall also be rectified during evaluation of the Financial Proposal.



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APPENDIX - A

TERMS OF REFERENCE (Including Description of Services)



APPENDIX A

DESCRIPTION OF THE SERVICES

(PART – I)

Note: The TORs listed below are consolidated requirements of the project. The client is entitled to omit services which are not required to him. Accordingly, the consultant will not be entitled for payments of such services which the client does not needs to be performed by the consultant.

Terms of Reference

(i) Objectives

The objectives of consulting services are to assist P.E to implement the Project through the following activities:

Design Phase:

- (a) Detailed Survey of the Project
- (b) Test and Investigations
- (c) Detailed Designing & Drawings
- (d) Submission of Complete Bidding Documents
- (e) Tender Assistance
- (f) Contractor's Bid Evaluation
- (g) Reporting and Responding

Supervision Phase:

- (a) Design Review
- (c) Construction supervision with quality assurance through related field/ laboratory test.
- (d) Processing and approval of payment invoices and certification.
- (e) Overall project monitoring and evaluation
- (f) Reporting, presentations, preparing drafts and responding
- (g) Detailed Survey of the Project
- (h) Testing and Investigations

(ii) Scope of Consulting Services

The P.E will be the Government of Khyber Pakhtunkhwa through Project Director PU PaRRSA Communication and Works Department Peshawar (herein after referred to as "Procuring Entity"). The Engineer is Team Leader of the Consultant; or as notified by the consultant and The Engineer's role is to administer the contract and to ensure that its clauses are respected. The consultant will be fully responsible for quality assurance, quantities, rates and payments to the contractor. The Engineer will make engineering decisions whenever required during the implementation of the contracts. When these decisions require variations in work quantities or sanction of additional items the Engineer will seek the prior approval of PE before issuing the order. The Engineer's Representative (i.e., RE) and his staff are under the overall control of the Engineer, and shall carry out such duties and exercise such authority as may be delegated to them by the Engineer. The Engineer may from time-to-time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to PE and the contractor. The charges of "The Engineer" shall deemed to be included in other rates quoted by the consultant and no separate payment shall be made on this account.

(A) DESIGN OF ROAD & BRIDGES



(a) Detailed Survey of Road and Bridge Projects

- (i) To carry out condition survey
- (ii) To carry out environmental examination for the candidate road and prepare required environmental reports (Initial Environmental Examination (IEE) and other reports as necessary) in accordance with Environmental Protection Agency (EPA) guidelines and consequently, assisting the PE throughout the process till achieving NOC from EPA.
- (iii) Conducting surveys for removeable tress falling within the Right of Way and assisting the PE throughout the process till obtaining NOC from Forest Department, including follow-up with relevant departments.
- (iv) To prepare land acquisition plans, if there is any land acquisition required for the Project, including preparing a comprehensive plan for removal of encroachments falling within the Right of Way including follow-up with relevant departments.
- (v) To prepare reports for submission to P.E.

(b) Detailed Designing

- (i) To design the road and bridges.
- (ii) To prepare inventory of the roads & bridges, including their geometric features, type and condition of drainage structures, load carrying capacity, pavements, and other major features. Assess / quantify potential problems that relate to land acquisition, cutting of trees, relocation of utilities etc.
- (iii) To carry out topographic surveys, including horizontal and vertical alignments and cross-sections, establishment of horizontal control points, bench marks, and permanent reference beacons required for detailed engineering designs to enable construction quantities to be calculated to an accuracy of (+)(-) 5 percent.
- (iv) To prepare designs based on relevant standards, including typical cross-sections, long sections and the pavement and geometric design.
- (v) To assure that the road designs incorporate measures to mitigate adverse environmental impacts, including those encountered during construction, based on the findings of environmental assessments.
- (vi) To examine materials found along the road alignments, taken at suitable intervals. Pay particular attention to subsurface conditions at bridge site (if any) through appropriate geo-technical surveys.
- (vii) To test soil samples by classification, liquid limits, plastic limit, California Bearing Ratio and suitability of stabilization, Test undistributed samples to determine the main mechanical characteristics. Test construction materials for grains-size distribution and plasticity characteristics, unit weight, and water absorption, and any other tests deemed necessary.
- (viii) To study the existing hydrological regime, based on an analysis of rainfall and flood records, including subsurface water characteristics, supplemented by detailed filed investigations, to establish the adequacy of road embankment levels. Culverts, and side ditches.
- (ix) To assesses cross drainage requirements and propose new structures (bridges, culverts, and causeways as appropriate) or improvements to existing structures where these are otherwise structurally sound.



- (x) To determine the most cost-effective improvement option for each project and section on the basis of traffic count and projected traffic levels pavement structure studies, and axle load considerations.
- (xi) To develop unit costs of construction for roads and bridges.
- (xii) To prepare detailed engineering designs and bills of quantities, and calculate detailed cost estimate for civil works, broken down into foreign (direct and indirect) and local components as well as taxes and customs duties. This includes delivering PC-Is, presentations and reports both in hard and soft the qualities as and when required by the PE. This covers all the revisions of the documents if required and preparation of documents to the forums.
- (xiii) To prepare appropriate contract packages, taking into account the location of the project and size of the contracts.
- (xiv) To update realistic construction schedules showing the anticipated progress of works and expenditures for the contract package in conjunction with P.E. The schedules will reflect seasonal climatic effects at the work site.
- (c) Tender Assistance**
 - (i) To prepare bidding documents for each package, with specific provisions to minimize disruption / damage to the environment and local settlements due to construction.
 - (ii) To prepare contract drawings, including road plans (1:1,000), longitudinal profiles (1:1,000 horizontal, 1:100 vertical), cross-sections, structural plans and others. Road plans should include all existing features, expected land-take based on plotted earthwork limits and further right-of-ways where different from existing ones.
 - (iii) To evaluate contractor's applications regarding prequalification and tender / bids.
- (i) To prepare invitations to bid and evaluate bids (Technical & Financial) received, with preparation of evaluation reports.

(B) Construction Supervision

(a) Commencement

- (i) To review & authenticate the Engineering design rates of the work. The consultant shall provide any deficient design / drawings / documents without extra payment.
- (ii) Evaluation of contractor's Bid
- (iii) To give the order to commence the works and issuing variation orders to the contractors, both after consultation with PE.
- (iv) To approve the contractor's work program, method statements, sources of materials, etc.
- (v) To investigate the suitability of locally available construction materials, and where necessary, locate new quarries and borrow pits and assess the quality and quantity of materials and hauling distance.
- (vi) To check systematically the progress of the works and to order the initiation of certain work which is a part of the contract and from time-to-time issue notices to contractor for strict follow of the work schedule.



- (vii) Recommend actions against contractor at various situations during execution of the project. This is not limited to but includes slow progress of work, low quality of work and not fulfilling other obligations of the contract agreement.

(b) Drawings

- (i) To approve and / or issue working drawings, approving the setting out of the work giving instructions to the contractors and processing amendment and variations.
- (ii) To verify and correct the as-built drawings supplied by the Contractor.
- (iii) To issue construction drawings on regular basis, within 03 days of requisition and not later than 07 days.

(c) Record Keeping

- (i) To take/verify measurements and keeping appropriate records of these, which are to be in computer-based form as well as hard form.
- (ii) To maintain a day-by-day project diary, correspondence and others which shall record all events pertaining to the administration of the contract, requests from and orders given to the contractor, and any other information which may at a later date be or assistance in resolving queries arising in connection with execution of the works.

(d) Safety

- (i) To supervise the contractor in all matters concerning safety and care of the works.
- (ii) To direct the contractor to carry out all such work as may be necessary in the opinion of the Engineer to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of adjoining property and advise PE thereof as soon thereafter as is reasonably practicable.

(e) Overall Contract Management

- (i) To arrange monthly review meetings with Contractors, PE and other fora.
- (ii) To examine and attend the measurement of any work which is about to be covered or put out of view before permanent work is placed thereon and / or to examine and attend the measurement of the completed works in the prescribed form.
- (iii) To carry out generally all the duties of the Engineer as specified in the Construction contract.
- (iv) To issue necessary notices to the contractor as may be required under the construction contract including but limited to processing check requests etc.
- (v) To inspect the works at appropriate intervals during the defects liability period and issuing the defects liability certificate.
- (vi) To process the Contractor's possible claims.
- (vii) To monitor environmental issues during the construction period, ensuring minimum



disruption/damage to the environment and local settlements by approval of the Contractors work statement/methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to PE and the District Governments in the Monthly Progress Reports.

- (viii) To issue a variation order which has financial implications subject to prior approval in writing of PE.
- (ix) Accord of Technical Sanction shall be the responsibility of the design consultant which shall be vetted by supervisory consultant.
- (x) To recommend extension of time and variation in quantities, providing solid justifications through supporting documents for the approval of PE.
- (xi) To advise PE with respect to carrying out the works following an appeal to arbitration or litigation relating to the works; assisting the PE throughout the course of litigation and arbitration till conclusion

(f) Financial Management

- (i) To check the contractor's accounts, invoices, IPCs, claims and other statements with respect to all aspects of financial regulatory, correctness and the contract.
- (ii) To advise PE on all matters relating to the execution of the contract including providing advice on processing of contractor's claims, if any.
- (iii) To recommend to PE any liquidated damages to be claimed from the Contractor or other actions which should be taken against the contractor under the construction contract.

(g) Approval and Certificate

- (i) To inspect the performance of the works with regard to workmanship and compliance with the specifications and to order, to supervise or perform tests on materials and other work and to approve or disapprove the contractor's work and, if appropriate, his plant and equipment.
- (ii) To certify work volume and Interim Certificates for payments.
- (iii) To certify completion of part or all of the works, prepare punch list for payment to the contractors.
- (iv) To order tests of materials and of completed works, and ordering removal of materials or works, which do not comply with specified requirements.
- (v) To order, if required, the uncovering of completed work and or the removal and substitution of proper materials and / or work.
- (vi) To inspect the works during the maintenance period and issuing the maintenance certificate.
- (vii) To assist in the transfer of the Project from the contractor to PE.

(h) Overall Project Monitoring

- (i) To support PE to carry out the overall project monitoring and feedback.
- (ii) To establish the systems for recording data and statistics for such monitoring.



- (iii) To collect required data and undertake other relevant surveys before construction and immediately after completion of construction of each road for monitoring
- (iv) To prepare quarterly progress reports in accordance with the format agreed by PE.
- (v) To prepare monthly progress reports;
- (vi) To provide PE with complete records and approve Contractor's as-build drawing for the works.
- (vii) To prepare completion report for the Project, including information on a contract-wise basis in a form acceptable to PE and carry out Project Benefit Monitoring and Evaluation before and after civil works construction in accordance with the agreed format.

(C) Liability of the Consultants

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

If the PE suffers any losses or damages as a result of proven faults, errors or omissions in the design and supervision of the work, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total contract cost of the Consultants in accordance with the terms of the Contract. The liability of the Consultants expires after one (1) year from the actual date of completion of the work at site.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second Para above.

The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for every year of keeping such cover effective.

The PE is obliged to rely on the information's, submissions, reporting, recommendations and advices made by the Consultants or their sub-Consultants, for the consequences thereof, the Consultants shall be responsible and they shall make the PE harmless.

The Consultant shall be responsible for, and shall indemnify the PE of furnishing their professional services and against any and all risks, claims liabilities, obligations, losses, damages, penalties, action, judgment, suites, proceedings, demands, cost, expenses and disbursement whatsoever nature that may be imposed on, incurred by or asserted against the PE arising from the negligent acts of the Consultants in the performance of professional services under this Agreement.

The Consultant shall afford response and defence to any question, observation, loss, damages and claims arising out of their workings, performance, act and proceedings, in any forum and shall be held responsible to bear the consequences of such transactions, proceedings and approvals.



APPENDIX A
DESCRIPTION OF THE SERVICES
(PART – II)

TERMS OF REFERENCE
FEASIBILITY STUDY, DETAILED ENGINEERING AND CONSTRUCTION
SUPERVISION OF ARANDU TO KALKATAK/LOWARI ROAD LOWER CHITRAL

1. General

The services of qualified consultancy firms having sufficient experience in the relevant field are required by PU PaRRSA C&W Department for “**F/S, DETAILED ENGINEERING AND CONSTRUCTION SUPERVISION FOR CONSTRUCTION OF ARANDU TO KALATAK/LOWARI ROAD LOWER CHITRAL**”.

The consultant shall study route in detail and suggest improvements in available ROW and conduct feasibility study. In this regard a detail presentation shall be given to PU PaRRSA. The consultancy work includes but not limited to the planning, detailed surveys / studies, hydrological studies, soil investigation, detailed engineering design, preparation of estimates, PC-I, tender documents, implementation programme and supervision with details as under: -

2. Engineering Principles:

The consultancy work shall be carried out in accordance with the standard engineering principles followed in construction of roads/ highways & Bridges in the country.

3. Coordination with other Agencies

The consultant will co-ordinate the design of the road with any government agencies or other consultants who are responsible for the planning, design implementation, or operation of any road or bridge facilities being executed in the project area that may be affected by or have an impact on the proposed road.

4. Specific Tasks

The work of consultants will fall into six broad stages

STAGE 1: DETAILED PLANNING.

STAGE 2: SURVEYS.

STAGE 3: PRELIMINARY ENGINEERING DESIGN.

STAGE 4: DETAILED ENGINEERING DESIGN.

STAGE 5: HIGHWAY SAFETY AUDIT

STAGE 6: CONSTRUCTION SUPERVISION

At the end of each stage the consultants will submit his report, design, recommendations and other pertinent documents to PU PaRRSA for review.

PU PaRRSA will undertake the review in accordance with the programme of the work of terms of reference; the consultants shall not proceed with the next stage of work until PU PaRRSA issues approval for the previous stage.

STAGE 1: DETAILED PLANNING

1. Route Alignment Studies



The consultants will undertake detailed route planning studies leading to the optimum alignment of the road and to ensure that the following criteria are met:

- To avoid any traffic congestion and reduction of speed.
- Acceptable horizontal and vertical geometric standards for a suitable design speed can be achieved.
- Demolition of existing property is minimized.
- The requirements for earthwork are minimized and an approximate balance between cut and fill can be achieved.

Besides, prior to the Survey and Detailed Engineering Design, consultant will submit various options for Feasibility along with merit & demerit of each one in detail and then they will proceed further on the most feasible and economical option approved by the P.E.

ii. Right of Way Acquisition Plans.

In case of proposed improvement, the consultants shall submit one set of Right-of-Way and acquisition plans on reproducible stable medium, and five copies thereof to PU PaRRSA as soon as the horizontal alignment of the road is finalized. The plans shall be made available to the PU PaRRSA as the work progresses to facilitate timely action for acquisition of the necessary Right-of-way.

STAGE 2: SURVEYS.

General

The consultants shall limit all survey work to the optimum that is necessary to enable them to adequately perform the services. It is expected that four broad types of surveys may be required.

- a) Advance Air Drone Survey
- b) Topographic Survey
- c) Soil Survey and Geotechnical Investigation
- d) Traffic Count
- e) Environmental Impact Study

a) **Advance Air Drone Survey**

- Advance DJI Matrice 300 RTK or equivalent drone is required to carry out the survey.
- LiDAR Sensor (DJI L1) or equivalent shall be used for generation upto 5cm accuracy.
- DGPS RTK base station is required to enhance the accuracy of Data Collection.
- Point rate of LiDAR should be minimum 240,000 points per second.
- Provision of certification for the availability of above mentioned technology.

b) **Topographic survey**

Topographic survey should be undertaken to update the maps and verify the location of major buildings, structures and other physical features that are likely to be affected by the road. Detailed topographic surveys should be undertaken at the scale of 1:500 along the alignment of the proposed road. This survey should extend to 100 meters on either side of the centre line of the proposed road. The



survey done through Total Station (TS) should be verified through Level Machine, with X-Section taken at 25-meter interval for more authenticity and avoiding variation in Earth work quantities at the construction stage.

c) Soil Survey and Geotechnical Investigation

(i) Road and approaches.

Detailed soil survey should be undertaken along the alignment of the road to determine the general soil condition, bearing capacity, CBR & MR, moisture content, water table level and type of soil etc. Particular emphasis should be given to those locations where structures such as piles, back walls etc. will be situated. The soil investigations for structure (sub-structures) would be got done by the Consultant and results would be provided to the P.E.

The consultant is required to investigate the soil through pits at 1000 meter interval or what so ever required for geotechnical profile. The consultant will have to study the following properties:

- i) Sieve Analysis
- ii) Passing No. 200
- iii) Atterburg Limits
- iv) P.I.
- v) Moisture Content
- vi) CBR
- vii) MR Value if CBR>10%
- viii) Pile capacity in case of Bridge etc.

A bore log should also be submitted to PU PaRRSA for approval. The consultant is also required to coordinate with the field staff of PU PaRRSA during the soil investigation and also declare their pits location to the Field Deputy Director PU PaRRSA as well.

(ii) Bridge Geotechnical investigation for Structures / Bridges

Sub-surface investigations consisting of boreholes / drill holes / test pits of required depth, supplemented by field and laboratory testing to accurately assess the engineering properties of the underlying soil strata for detailed design of foundations, substructures and roads shall be undertaken.

Bore logs shall be included in the Soil Investigation Report along with the laboratory results. Testing of samples collected from site shall be carried out in a reputed laboratory, under strict quality control and adherence to relevant ASTM procedures / standards. Depth of boring shall be decided by the geological formation at site and the type of foundations proposed for the structures. Standard penetration tests shall be started from the ground surface and carried out in accordance with ASTM D1586 Penetration Test and Split Barrel sampling of soils. Where clayey soils are encountered, undisturbed samples shall be obtained in accordance with ASTM thin-walled sampling of soils.

A separate report will be prepared to this effect and will be submitted to PU PaRRSA for approval. Original lab reports shall be attached in the soil report along with colored photographs.

- Submission of proper site investigation report comprising all relevant notes and pertinent information required by this Specification together will



laboratory test results. The above scope of work may be varied or deleted depending on the findings as the investigations proceed. All Sections in this Specification and the Bill of Quantities, which relate to work or materials not required shall be deemed not to apply.

- The scope of work and specifications for handling of undisturbed samples shall be developed by the Consultant. The qualified / experienced geotechnical engineer of the consultant (or hired) shall supervise the work at site who will be responsible for the quality and accuracy at site.

All the process and steps be carried out with proper liaison and under supervision of Deputy Director concerned. The detailed scope of work developed by the Consultant shall include but not limited to the following:

- No. of Bore holes Minimum two per 50 meter length of the Bridge or as recommended by the Design Consultant and agreed by PU PaRRSA
- Depth of Bore shall be at least but not limited to 30 m
- To prevent the sand collapse of bore hole, Bentonite solution will be maintained to the top of the bore hole.
- The consultant shall perform SPT starting from 1.5 m below the surface at an interval of 1.5 m till the complete depth of bore hole. After 75 blows if penetration is not achieved the refusal shall be recorded.
- Undisturbed sample after 10-15 m depth for carrying out index property test, Atterberg limits, unconfined compression test, direct shear test and grain size analysis.
- SPT result compilation and working out of pile capacity.

(iii) Hydrological Study.

The Consultant shall collect fresh hydrological data for the Feasibility report and detailed design of the bridge. The hydrological study shall include but not limited to:

- a. Location and extents of catchments area.
- b. High flood levels.
- c. Forecast flood levels for minimum 10 years upcoming
- d. Maximum Peak Flood Discharge
- e. Maximum Velocity.
- f. Type of Bed Material (Manning's n).
- g. Waterway.
- h. Scour depth.
- i. Clearance.
- j. Structure Profile.
- k. Bed slope.
- l. Encroachment in the natural stream (if any).
- m. Reviewing the design as per climate change phenomenon.

d) Traffic Count



Consultants are required to conduct detailed traffic study, however they shall use the state of the art equipment i.e. turtle etc.

The details of task to be furnished by the consultant are as follow:

- 0 – D surveys at each approach of the road.
- 7 - days classified traffic counts at the locations approved by PU PaRRSA.
- Estimation of ESAL based on latest Axle load surveys conducted by NHA / NTRC.
- Based upon traffic survey, peak hour and ADT traffic volume shall be established.
- Make forecast for next 10 and 20 years (keeping in view the border trade route aspect)
- Where required, capacity analysis, weaving analysis, signal and intersection capacity and delay shall be conducted using computer models.
- Level of service, volumes to capacity ratio, queue length on each approach, time space diagram to plan the road. (Wherever required)

During the course of traffic count the consultant will have to coordinate with field Deputy Director (PU PaRRSA) and will also declare the count section to that office.

e) Environmental Impact Study

The Consultants will carry out studies to assess the negative effects on environment that may be caused by construction of the road. To mitigate the negative impacts on the environment the Consultants will propose suitable mitigation measures and reflect the cost thereof in the PC-1/BOQ. This also includes identifying dumping sites for surplus material and furnishing a comprehensive Environmental Impact Assessment (EIA). The consultant is liable to assist the PU throughout the course of getting NOCs from EPA, Forest Department, removal of encroachments, resettlement plans and shifting of utilities etc.

STAGE 3: PRELIMINARY ENGINEERING DESIGN

i. General

Based on traffic forecast, topographic surveys, soil investigations and conceptual framework for the road, the Consultants shall submit a preliminary design of the facility to the PU PaRRSA for approval. The preliminary design will include route alignment studies, right of way plans Pavement Design, Structural Design, Intersection Design (where required) and Cost Estimates.

ii. Geometric Design

The Consultants will prepare geometric design of the road as per standard with the suitable design speed keeping in view the aspect of trade route between two countries. Based on these standards in the route alignment study, the Consultants will produce preliminary horizontal, vertical and typical road cross sections. The topographic survey done through Total Station should also be verified through Level Machine with X-Sections taken at 25-meter interval, so as to avoid quantitative variation at the construction stage.

The Consultant will also clearly mention the grade and in case grades are more than (5-6)%, they will have to quote the specification reference and length i.e. up to how much length we can maintain that excessive grade.



The consultant will also submit details for super elevation run off, transition curve etc. A presentation will be given on geometric design and FRL to the competent authority.

iii. Pavement

Pavement designs based on different design methods and different materials are to be prepared for selection of a suitable and economical option. An economical pavement design for ten years so selected is to be adopted for estimation of quantities of various pavement layers involved in the project. A presentation on the pavement design to be adopted for the scheme is to be made to the employer for approval. The consultants will also recommend a stage construction technique for pavement design life of 20 years based on axle-load data and soil investigation. The consultant is also required to submit a detailed analysis for the actual Axle Load encountered and recommendation for the sustainability of pavement layers in the light of actual Axle Load.

iv. Drainage

The consultants will investigate the existing drainage system of the project area including canals, rivers, streams and seasonal water courses and prepare out-line proposals for protecting the same in those areas where it is affected by the improvement/widening etc of the road. The consultants will also prepare complete drainage plan comprising of culverts, drains and other drainage structures with out-line design for the road-drainage system based on rainfall statistics.

v. Structure

The consultants will provide structural design of all the cross-drainage structure including bridges, retaining walls, breast walls, rock/debris sheds or any other; their location, type and level etc. with 50 years design life. The consultants will also identify the existing structures that will need protection, strengthening modification or replacement.

vi. Benefit Analysis

The consultant will undertake an evaluation of the benefits, expected from the road. These could include but not necessarily be limited to time saving, reduce accidents, enhance land values, reduce vehicles operating cost etc. the cost and benefits should be quantified as far as possible.

vii. Economic and Financial Analysis

A detailed economic and financial analysis based on the cost estimates, EIRR and benefits analysis should be prepared.

viii. Feasibility Report

Feasibility report summarizing all the technical investigations and studies, engineering analysis and design, costs and benefits and the economic evaluation of the project and recommendations etc. should be prepared.

ix. Implementation Programme

An outline of implementation programme should be prepared on Microsoft Project / Primavera.

STAGE 4: DETAILED ENGINEERING DESIGN

The Consultants shall furnish copies of all engineering drawings, specifications and bidding documents including geo-technical and material reports and bill of quantities to PU PaRRSA as mentioned below. The Consultants will also submit originals of all engineering drawings, detailed cost estimates and design calculations to PU PaRRSA.



All final documents shall be submitted by the Consultants within 30 days of receipt of consolidated comments from PU PaRRSA.

STAGE 5: HIGHWAY SAFETY AUDIT

Highway Safety Audit should be carried out in various stages as per requirement of international standard and NTRC guidelines. The study shall be carried out along the approved alignment and shall conclude with the submission of final report for Road Safety Audit.

STAGE 5: CONSTRUCTION SUPERVISION

Consultant's obligations during the supervision phase include;

- (i) To review all tender documents, designs, cost-estimates, conditions of contract etc already prepared by the design consultants and advise PU PaRRSA about their suitability without any additional cost. Prepare a detailed construction program consistent with the implementation schedule for the Project.
- (ii) Conducting Road Safety Audit of the designed road as to improve the safety aspects of the road. Road Safety Engineer will identify hazardous location(s) and conditions, conduct a highway safety study, collect and analyses preliminary data, identify and collect field data, select and conduct appropriate detailed studies, evaluate study results, determine safety and operational deficiencies, identify potential safety and operational improvement and to select appropriate improvements. The whole process of Road Safety Audit shall be carried out as per international standard or as adopted by NHA.
- (iii) The detailed construction supervision shall include planning, guidance, programming, inspection, monitoring of construction activities and contractor's performance. Quantity and quality assurance, implementation of work plans and drawings as per design and specifications.
- (iv) Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders in capacity of the Engineer. To maintain a good liaison with the PU PaRRSA office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best public interest.
- (v) Record catch point, toe point and centre line coordinates during joint survey with the consultant and submit before and after documents and evidences in the form of pictures, videos and other documents.
- (vi) The consultant is responsible for performing soil classification test of material. If required a 3rd party validation the same will also be the responsibility and liability of the consultant.
- (vii) Preparation & submission of monthly progress reports as per PU PaRRSA requirements.
- (viii) Provide to the Contractor survey data necessary for setting out stakes for carrying out construction including identification of material sources.
- (ix) The role of consultant will be obligatory and they shall indemnify the PU PaRRSA against all type of qualitatively & quantitatively deficiencies, observations, audit objections, proceeding, inspection reports and monitoring reports etc. of various agencies.



- (x) Inspect regularly the contractor's construction equipment, installations, housing, medical facilities etc. and ensure that they are adequate and in accordance with the terms and conditions specified in the contracts for civil works.
- (xi) Maintain a permanent record of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of civil works.
- (xii) Verify and certify all payments to be made to the contractors both in qualitative as well as in quantitative terms along with the collection and deliverance of the cheques to the contractors will all financial responsibilities.
- (xiii) Inform PU PaRRSA of problems arising in connection with the implementation of civil works and make recommendations for possible solutions.
- (xiv) Evaluate and make recommendations to the PU PaRRSA in regard to contractor's claims, disputes, contract time extensions and other changes.
- (xv) Prepare periodic cash flow forecasts and certificates for payment including updated cost estimates for construction and supervision.
- (xvi) Provide timely assistance to the contractors in all matters related to interpretation of the contract documents, ground survey controls, quality control testing and other matters relating to the contracts under the project.
- (xvii) Prepare monthly reports fully describing the progress of the works and assistance given by the consultants during the preceding month, as well as identifying problem areas and actions taken to overcome them.
- (xviii) Prepare project completion report in a manner satisfactory to the authority and other associated department concerned after substantial completion of the civil works.
- (xix) The consultant shall from its own sources to meet expenses for transportation, boarding communication, lodging etc. for its staff at site and office not covered in the financial proposals.
- (xx) Before completion of services the consultant will submit a set of as built cross section of the work done. The final bill will be based on as built cross-section of the work done.
- (xxi) The consultant will be held responsible for the audit reports and if any over payment or recovery pointed out in the audit para and the recovery become proved the same will be recovered from the supervisory consultant because it was implementation by them.
- (xxii) If any recovery pointed out by any investigating agency in the work done implemented and supervise by the consultant, the consultant will be responsible for below specification work and the resulted recovery will be made from consultant.



DOCUMENTS:

S.NO	Description of Documents	Quantity Required
1	Inception Report, Topographic Survey Report etc	6 Sets
2	Geometric Design Report of the approved alignment	6 Sets
3	Plan and Profile Drawings	6 Sets
4	Structure Design Report	6 Sets
5	Structure Drawings	6 Sets
6	Tender Drawings	20 Sets
7	Construction Drawings	8 Sets
8	Highway Safety Audit Report	6 Sets
9	Bill of Quantities	20 Sets
10	Engineer Estimate, C-Factor, Special Provision	6 Sets
11	Technical Specifications for each payable item comprising of <ul style="list-style-type: none"> • Description • Material Requirement • Construction Requirement/Method of Working (Techniques) • Equipment to be used • Testing and quality control • Method of measurement & payment 	20 Sets
12	Tender/ Contract Documents Comprising of <ul style="list-style-type: none"> • Invitation to Bid Instruction to Bidder • Form of Contract • General Conditions of Contract (GCC) • Particular Conditions of Contract (PCC) • Rate Analysis of Non-Schedule Items • Bill of Quantities/ Bid Schedules 	20 Sets
13	PC – I Proforma including; <ul style="list-style-type: none"> • Engineer's Estimate • EIA Report • Geotechnical Investigation • Hydrology and Hydraulic Study Report • Economic Analysis • Traffic Study Report • Pavement Design Report 	10 Sets
14	Detailed Cost Estimate for Technical Sanction	8 Sets
15	Design Calculation for Road Pavement, Road Structure and Bridges	6 Sets
16	Land Acquisition Plan showing boundaries of land to be acquired for road construction. Identify separately the road with high development potential adjacent to the road.	(5 Prints with Sepia print).
17	Back-up calculation of BOQs:	3 Sets
18	Soft copies of all documents mentioned above	3 USBs



5. Work Schedule

The completion time of the studies is 90-days from the date of commencement and excluding time required for approvals by the PU PaRRSA. PU PaRRSA shall charge penalty @Rs.5000/- per day in case of delayed completion up to a maximum of 10% of the cost of the consultancy.



APPENDIX B

MAN MONTHS AND ACTIVITY SCHEDULE

[To estimate Consultant's inputs and costs for the Assignment, man-month and activity schedules are to be provided as per enclosed format (Forms TECH-7 and TECH-8). These two schedules should correlate.]



APPENDIX C

CLIENT'S REQUIREMENTS FROM THE CONSULTANTS

- [1 Selecting a Consulting Firm is one of the most important decisions a Client makes. The specific criteria for consideration are technical competence, managerial ability, professional integrity and fairness of fee structure. The Client will seek information on all these aspects by:
- a. Obtaining comprehensive written information from the consultants in the form of proposals (against the RFPs) which should be complete in all respects by providing all details as correctly known as possible. It has been experienced that some consultants try to hide their deficiencies vis-a-vis the requirements of TOR by making unclear and vague statements. It will be policy of evaluators that vague statements and lack of clarity in proposals on specific issues may be made the reason to downgrade the rating.
 - b. Talking to the senior personnel of the consultants.
 - c. Consulting other clients of the consultants.
 - d. Viewing the projects the consultants have accomplished and visiting/ interviewing the users of the projects.
 - e. Visiting the office premises of the consultants and examining systems and method of working as well as, personnel, hardware and software abilities available therein. Seeking information or visits to the sites for backup support and holding meetings with client's representatives.
2. The approach and methodology proposed including work plan, activity and man-month schedule should be meaningful and fully coordinated to judge the understanding of the proposed Assignment by the competing consultants.

Note: For Items 1 (b) to 1 (e), inspections can be held any time prior to or after award of the Assignment to the Consultant. If the situation is not found compatible with what is presented during procurement of Consultant or as per Contract, the Consultant will be liable for a suitable punitive action.]



APPENDIX D

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

As per TOR

NOT APPLICABLE



APPENDIX-E

COPY OF MODEL CONTRACT AGREEMENT (To be finalized during Negotiations)



Contract for Engineering Consultancy Services (Time Based)

Between

(NAME OF CLIENT)

And

(NAME OF THE CONSULTANTS)

For

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year



FORM OF CONTRACT

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

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

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

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Sub-consultants
- Appendix D: Breakdown of Contract Price in Foreign Currency



Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be provided by the Client and Counterpart
Personnel to be Made Available to the Consultants by the Client.

Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

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

For and on behalf of

Witness

(CLIENT)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

(CONSULTANTS)

Witness

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)



CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

_____(BRIEF SCOPE OF SERVICES)

OF _____(NAME OF PROJECT)

Month and Year

_____(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

_____(Name of Individual Consultants)

_____(Name of Individual Consultants)



FORM OF CONTRACT

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

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

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

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A: Description of Services
Appendix B: Reporting Requirements



- Appendix C: Key Personnel and Sub-consultants
Appendix D: Breakdown of Contract Price in Foreign Currency
Appendix E: Breakdown of Contract Price in Local Currency
Appendix F: Services & Facilities to be Provided By the Client and
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the Client.
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2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

CLIENT'S NAME

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____



Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____

(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____

(Seal)



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- Appendix C- Key Personnel and Sub-consultants
- Appendix D- Breakdown of Contract Prices in Foreign Currency
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SFD
الصندوق السعودي للتنمية
Saudi Fund for Development



Appendix F- Services and Facilities to be Provided by the Client
and Counterpart Personnel to be Made Available to the
Consultants by the Client.
Appendix G- Integrity Pact

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



II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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



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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Taxes



Unless specified in the SC, rates of the Consultants, Sub-consultants, and their Personnel shall be in accordance with the applicable federal and provincial laws, and guidelines of KPRA and the Saudi Fund for Development.

1.8 Leader of Joint Venture

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

1.9 Relation between the Parties

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

1.10 Headings

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services



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



2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

2.7 Force Majeure

2.7.1 Definition

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



Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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



- (a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) If the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) If the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than sixty (60) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

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

2.9.3 Cessation of Services



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

2.9.4 Payment upon Termination

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

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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



3.1.2 Law Governing Services

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



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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

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

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

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



3.5 Other Insurances to be taken out by the Consultants

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the



Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 General

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

4.2 Description of Personnel

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

4.3 Approval of Personnel

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



4.4 Working Hours, Leave, Overtime, etc.

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

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

4.5 Removal and/or Replacement of Personnel

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



5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

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

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land



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

5.3 Changes in the Applicable Law

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

5.4 Services and Facilities

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

5.5 Payments

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

5.6 Counterpart Personnel

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



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

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates, Ceiling Amount

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

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

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.
- (b) Payment in design phase will be made lump sum upon successful completion of each activity mentioned in detailed design break up in Clause. 5.3.4 of Financial proposal, while in supervision phase remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.
- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC.



6.4 Mode of Billing and Payment

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

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:
 - (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure. In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.
- (c) The Client shall cause the payment of the Consultants' monthly statements within sixty (60) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written



notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted alongwith the final report and statement of the Consultants by the Client.

- (e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

6.5 Additional Services

Additional Services means:

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

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

6.6 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice within sixty (60) days after the expiry of the time stated in paragraph (c) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than twenty-eight (28) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.



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

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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

9. INTEGRITY PACT



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

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

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



Clause No. of GC	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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(p) "Project" means ...

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

Telephone : _____

Facsimile : _____

E.Mail : _____

During

(Name of Project Manager)

(Project)

(Address)

Negotiations
Telephone : _____
Facsimile : _____
E-Mail : _____

All the rates shall be in accordance with the applicable federal and provincial laws, and guidelines of KPRA and the Saudi Fund for Development.

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1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

The Consultants shall commence the Services within twenty-one (21) days after receipt of Letter of Commencement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be 06 Months (for Design) and 24 Months (for supervision) from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before 20 ...

"Completion of Services" means "Completion of services as per TORs"

2.7.4 Payments

Following para is added

"For design payments shall be made as per mode of payment annexed in Appendix-B (Reporting Requirements) and for supervision, payments shall be made based on man-months.

Following text is added at the end of the existing para para:

"Excluding overheads and profits"

3.1.1 Standard of Performance

- a. The consultant is expected to perform the detailed engineering design to the extent of utmost precisions and as per prevailing specifications and codes. The employer/client is entitled to impose/recommend a fine or penalty of other type, the level and nature being the discretion of



the client, due to faulty engineering design or cost overrun in estimated cost due to change in design or revision in estimation not due to change of scope from the client.

- b. The consultant is also expected to perform the construction supervision by ensuring the prescribed time duration for project completion. The consultant is expected to rigorously pursue activities on site and take necessary actions and issue on time instructions within its authority to ensure timely completion of the project. The employer/client is entitled to impose/recommend a fine or penalty of other type, the level and nature being the discretion of the client, due to poor performance and failing to implementing site activities as per the approved work schedule.
- c. If final bill, pertaining to the Construction Works being supervised by the Consultants, is not processed by the Consultants within stipulated time, the Consultants will not be considered for next project consultancy. It will also be taken as the Consultants' failure to provide satisfactory performance.
- d. All such costs of consultants for processing the final payment of the Contractor are deemed included in its Financial Proposal. The Consultants have to ensure that the Contractor has completed total work as per Works Contract with particular reference to site clearance before taking over the project on completion.

3.4 Liability of the Consultants

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

3.5 Insurance to be Taken out by the Consultants

The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles which are purchased under this Contract and operated in Pakistan by the Consultants or their Personnel or any Sub-consultants or their Personnel, with a minimum coverage of **Pak. Rupees One Hundred Thousand (Rs.100,000)**.
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under this Contract.
- (c) Third Party liability insurance with a minimum coverage of **Pak. Rupees One Million (Rs.1,000,000)**.
- (d) Professional liability insurance, with a minimum coverage of **not less than twice the Remunerations**.

3.6 Consultants' Actions Requiring Client's Prior Approval



(c) The Consultants shall also 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 of 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 Consultant's 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.

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



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

4.2 Description of Personnel

The word “Personnel” in this Sub-Clause is construed to include “Specialist Sub-consultant”, if any.

4.4 Working Hours, Leave, Overtime, etc.

The Client shall not reimburse overtime payments to any Personnel provided by the Consultants. The Financial Proposal submitted by the Consultants is deemed to have covered it under Overhead costs of the firm. However, any such provision, if available in the Works contract of the Contractor will be deemed applicable to the specific Personnel of the Consultants.

4.6 Resident Engineer

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

5.1.1 Assistance

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

This list if warranted shall be supplemented subsequently.

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

5.1.2 Coordination

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

5.1.3 Approvals

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

6.2 Remuneration and Direct Costs (Non-Salary Costs)



6.2(c) Direct Costs (Non Salary Costs)

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

- (i) Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- (ii) Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (iii) Identifiable reproduction cost applicable to the work such as blue printing, photo stating, mimeographing, printing, binding etc.

6.3 Currency of Payment

6.4 Mode of Billing and Payments

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

- 6.4.1** The Client shall affect payments to the Consultants in accordance with the payment schedules and in the manner set forth in Appendices-D &E as per PaRRSA P.U C&W Department accounts procedure.
- 6.4.3** If the item or part of an item of an invoice submitted by the Consultants is disputed or subject to question by the Client, the payment of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of Clause 6.4.2 shall apply to such remainder and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to the Consultants.
- 6.4.4** The Consultants will be required to submit, as much as are available records of the work carried out under this Contract.
The Client may audit accounts, as much as are available with the Consultants, for the Services provided by the Consultants under this Contract. Should any error be found, this shall be called to the attention of the Consultant and if so it shall be adjusted accordingly.
Advance written notice of not less than seven (7) working days shall be given to the Consultants, by the Client, of such audit which shall be carried out during normal working hours at the place where the records are maintained. Such records shall be kept for a period not less than three (3) years from the completion of the Services or termination of Contract pursuant to provisions hereof, to facilitate any questions arising from the Client's Audit.
- 6.4.5** Account number for payment (against an Invoice) to the Consultants, is given below:



[in case of JV, account numbers of all Members of JV shall be inserted, one after the other]

Title of Account:

Account Number:

Branch Code:

Bank:



6.6 Additional Services

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

6.7 Advance payment

As required by the doner, the consultant is entitled to 10% of the cost of the contract, subject to **furnishing a performance guaranty. The The Performance guaranty shall be in the form of either (a) Bank Guarantee from any scheduled bank in Pakistan (b) Bank Guarantee from a bank located outside Pakistan duly counter-guarantee by a scheduled bank in Pakistan**

8.2 Dispute Settlement

As required by the donor agency, the number of arbitrators is three (03). In case of any disputes arising between the two parties, shall be settled in light of Pakistan Engineering Council Rules of Arbitration, 2009.

10. Priority of Documents

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

- Contract Agreement;
- Minutes of Negotiation Meeting;
- The Special Conditions of Contract;
- The General Conditions of Contract;
- The Minutes of Pre-proposal Meeting & Addendum(s) if any;
- Scope of Services/Terms of Reference;
- Any other document including Integrity Pact (and JV agreement in case of JV).

11. Royalties

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

12. Delay Damages



The Consultant 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 @ from .01 % upto one twentieth percent (0.05%) per day of the consultancy fee pertaining to the relevant component of the Services beyond the schedule: Provided that the total delay damages shall not exceed ten percent (10%) of the total consultancy fee and that the delay damages may be waived off only if the Consultants catch up the delays by providing final delivery within the time frame and there were no adverse affects caused to the Client's or Project's downstream activities.



MODEL FORM

Breakdown of Agreed Fixed Rates in Consultants' Contract

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

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

Signature

Name: _____

Title: _____

Date





IV APPENDICES 10 MODEL AGREEMENT



Appendix A

Description of the Services

As per Appendix A of the RFP, Terms of Services Part-I and Part-II



Appendix B

Reporting Requirements

The Consultant shall submit the following reports (in both hard and soft copies).

SUBMISSION / REPORT	NUMBER OF COPIES	DUE DATE
1. Traffic Study Report	04	After three Weeks of issuance of Letter of Acceptance.
2. Geotechnical Investigation and Pavement Design Report 2	04	After Four Weeks of issuance of Letter of Acceptance.
3. PC-I Performa including Engineer's Cost Estimate 3	10	After five Weeks of issuance of Letter of Acceptance.
4. Tender Documents, Tender Drawings with BOQ, Backup Calculation of BOQ and Technical Specifications	20	After six Weeks of issuance of Letter of Acceptance.
5. Detail Cost Estimate for Technical Sanction	04	After eight Weeks of issuance of Letter of Acceptance.
6. Construction Drawings	04	After conducting joint survey with contractor but not later than 11 Weeks of issuance of Letter of Acceptance.
7. Revised PC-I	As required	Within 02 weeks upon requisition



Reporting Requirements

Reporting Requirements

The Consultant shall submit the following reports (in both Hard and Soft copies):

S.No	Submission / Report	Number of Copies	Due Date
1	Progress Report (Monthly)	03	On every 5th day of the month
2	Detailed Quarterly Reports	03	On 5th of completion of each quarter
3	Project Completion Report	03	On the completion of defect liability period
4	Revised PC-1	As per req	Within 02 weeks upon requisition
5	Handing/Taking Over Certificate (PC-IV)	03	03 Month after completion of Project
6	Annual Performance Report (PC-V)	03	01 Year after completion of Project
7	Submission of as Built Drawings	03	01 Month prior completion of Project

Monthly reports and other reports as applicable are to include schedules of contract payments and variation orders, graphical representations of progress against program, based on the approved contract schedules, charts of physical progress on major items, relevant photographs and details of impediments to the works and proposals for overcoming these. Response to M & E, audit and other forum seeking information.



Breakdown of Contract Price in Local Currency and Mode of Payment

S#	Description	Fees (% of the design bid cost)	Amount (Rs.)
On Submission of:			
1	Submission of Inception report including pre feasibility study and alignment Report with alignment plan of various options.	3%	
2	Topographic Survey and Traffic Survey Report, Economic Analysis, Pavement Design Report and Land Acquisition Plan.	15%	
3	Submission of Preliminary design report including scope of work, design parameters including preliminary drawing on A3 size and hydrological report etc with PPT presentation to PU PaRRSA.	12%	
4	Soil Investigation along the Alignment of Road including detailed report of Geo Technical Investigation regarding bridges / flyover (if any) and Construction Material and query report, EIA or IEE what so ever is required.	20%	
5	PC-I Proforma including Engineer's Cost Estimate	15%	
6	Tender Documents, Tender Drawings with BOQ and Engineer Estimate (Package – wise), Backup Calculation of BOQ, Technical Specifications and Special Provision.	15%	
7	Construction Drawings.	10%	
8	Detailed Cost Estimate for technical sanction based on joint X-Section and Establishment of the survey control points to the supervisory consultant (BM & TBM etc)	10%	
Total Contract Price of the Design Phase		100%	

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

1. Reimbursable direct costs (non-salary costs)



Appendix C

Key Personnel and Specialist Sub-consultants

As per Appendix C of the RFP



Appendix D

Breakdown of Contract Price in Foreign Currency

[List hereunder cost estimates in foreign currency:

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

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

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



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

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

APPLICAB

LE



Appendix E

Breakdown of Contract Price in Local Currency

[List hereunder cost estimates in local currency:

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

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

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



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

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

Notes:

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

B. Estimate will include the following items as applicable:

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

Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.

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



**Appendix-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 / KP, 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 / KP 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 / KP under any law, contract or other instrument, be voidable at the option of GoP / KP.

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

[To be signed by all Members in case of JV]

