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## **Request for Proposal**

Country:	Pakistan
Province:	Khyber Pakhtunkhwa
District:	Kohat, Mardan, Swat
ADP No.	950/2014-15
Project Name:	Establishment of Axle Load Control Regime on Provincial Highways At 5 Stations.
Title of consulting	Construction Supervision.

## **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, that 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) "Government" means the government of Khyber Pakhtunkhwa.
- g) "Instructions to Consultants" means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- j) "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.
- k) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- l) "Proposal" means a technical proposal or a financial proposal, or both.
- m) "QBS" means Quality-Based Selection.
- n) "QCBS" means Quality- and Cost-Based Selection.
- o) "RFP" means this Request for Proposal.
- p) "Services" means the work to be performed pursuant to the Contract.
- q) "SSS" means the Single Source Selection.
- r) "Standard Electronic Means" includes facsimile and email transmissions.
- s) "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.
- t) "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 (LOI)

ADP No. 950/2014-15  
Location & Date: Pakhtunkhwa Highways Authority, Peshawar.  
Dated \_\_\_\_/\_\_\_\_/2014  
Name & Address of Consultant: \_\_\_\_\_  
Attention: \_\_\_\_\_

### 1. INTRODUCTION

- 1.1 You are hereby invited to submit a technical and a financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 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 and directed by the Client).
- 1.4 The Client (Pakhtunkhwa Highways Authority, Peshawar) has been entrusted the duty to implement the Project as Executing Agency by the (*Government of Khyber Pakhtunkhwa.*) and funds for the project for the phase have been approved and provided in the budget (*to be specified as the case may be*) for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is issued.
- 1.5 To obtain first-hand information on the Assignment and on the local conditions, you

are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them 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 Please note that:

- i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and
- ii) The Client is not bound to accept any of the proposals submitted.

1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.

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

- i) Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and
- ii) Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

## **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 Ten (10) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or telefax 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 telefax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

### **3. PREPARATION OF PROPOSAL**

- 3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language.

#### **Technical Proposal**

- 3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and result in rejection of your proposal.

Bid security at 2% of the bid cost in shape of call deposit / pay order in the name of Managing Director-PKHA, Peshawar to be put in the technical proposal envelope, failing which both the technical & financial proposals will be considered as non-responsive.

- 3.3 During preparation of the technical proposal, you must give particular attention to the following:
- i) If you consider that your firm does not have all the expertise for the Assignment you may obtain a full range of expertise by associating with other firms or entities. You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani Firm. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.

ii) Subcontracting part of the Assignment to other consultants if considered desirable; the same sub-consultant may be included in several proposals, subject to limitations in the Data Sheet.

iii) The estimated number of key professional staff required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff months substantially in accordance with the above number. However you may propose changes in the light of your experience through your comments on the TOR. The detailed design shall be carried out on only one feasible route.

iv) The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.

v) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.

vi) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

vii) Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in Appendix 1:

I-Form-1 A brief description of the Consultant's organization and an outline of recent Five Years experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

I-Form-2 A list of projects presently being undertaken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently undertaken.



- |          |   |
|----------|---|
| I-Form-3 | Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment. |
| I-Form-4 | Any comments or suggestions on the TOR;<br>The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.   |
| I-Form-5 | CVs recently signed by the proposed key professional staff. Key information should include number of years with the firm, and degree of responsibility held in various assignments.   |
| I-Form-6 | A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.   |
| I-Form-7 | A schedule for compilation and submission of various types of reports as envisaged in Appendix-II of TOR .  |
| I-Form-8 | A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.  |
| I-Form-9 | The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.  |
- 
- |     |   |
|-----|---|
| 10. | If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring. |
| 11. | Any additional information as requested in the Data Sheet.  |
- 
- |     |  |
|-----|--|
| 3.5 | 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. |
|-----|--|

### **Financial Proposal**

- 3.6 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 6. Your financial proposal shall clearly state the amount for construction supervision only.
- 3.7 The financial proposal shall also take into account the professional liability as provided under the relevant Contract for Engineering Consultancy Services Govt. of Khyber Pakhtunkhwa PKHA Peshawar and cost of insurances specified in the Data Sheet.
- 3.8 Costs may be expressed in currency(ies) listed in the Data Sheet

### **4. SUBMISSION OF PROPOSALS**

- 4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelop 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 Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.

- 4.3 The proposal shall contain no interlineation 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.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

## **5. PROPOSAL EVALUATION**

- 5.1 A two-envelope 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.

### **Technical Proposal**

- 5.2 The evaluation committee appointed by the Client shall carry out its evaluation, 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 unopened.

### **Financial Proposal**

#### **For Quality cum Cost Based Selection**

- 5.3 The financial proposals of the consulting firms scoring more than 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 cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 5.4 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm)

among the three shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$S_f = \frac{100 \times F_m}{F}$$

F

(F = amount of specific financial proposal)

- 5.5 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:

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

## 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.
- 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 your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff month rates).
- 6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall

require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.

- 6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

## **7. AWARD OF CONTRACT**

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

## **8. CONFIRMATION OF RECEIPT**

- 8.1 Please inform the Client by telex/facsimile courier or any other means:
- i) that you received the letter of invitation;
  - ii) whether you will submit a proposal; and
  - iii) if you plan to submit a proposal, when and how you will transmit it.

## LETTER OF INVITATION (LOI)

### DATA SHEET

#### LOI Clause #

1.1 The name of the Assignment is : Construction Supervision of “ Establishment of Axle Load Control Regime on Provincial Highways At 5 Stations”.

The name of the Client is : Govt. of Khyber Pakhtunkhwa through  
Pakhtunkhwa Highways Authority, Peshawar.

1.2 The description and the objectives of the Assignment are: Construction Supervision of “Establishment of Axle Load Control Regime on Provincial Highways At 5 Stations”

1.3 Phasing of the Assignment (if any): NIL  
\_\_\_\_\_  
\_\_\_\_\_

1.5 Pre-Proposal Conference: Yes \_\_\_\_\_No (√)

2.1 The Documents are: LOI, Data Sheet, Technical & Financial Proposal forms  
TOR/Background information, Draft Form of Contract, Sample formats /  
Appendices etc.

2.2 The address for seeking clarification is: **Office of the Managing Director,  
Pakhtunkhwa Highways Authority, Near Treasury Office, Attached Departments  
Complex Khyber Road Peshawar**

3.3 (i) A short-listed firm may associate with another short-listed firm.

Yes \_\_\_\_\_No (√)

(ii) The consultant shortlisted by client may participate in several proposals

Yes (√) No       

(iii) Proposed key staff shall be permanent employees who are employed with the consultants at least six months prior to submission of Proposal.

Yes        No (√)

(iv) The minimum required experience of proposed Key staff is:

S#	Positon	Minimum Acadmic Qulaification	No.	No. of Years of Professional Experience in similar projects	Minimum No. of similar project for specific expertise	No. of Years of Professional Experience
1	Resident Engineer	BSC (Civil Engineering)	1	10	8	15
2	A.R.E	BSC (Civil Engineering)	2	3	2	4
3	Site Inspector cum Surveyor	DAE	5	4	4	5
4	Sr. Surveyor	DAE	1	5	5	10
5	Sr. Lab Technision	DAE / B.Tech	1	5	5	10
6	Lab Technision	DAE	4	10	10	5
7	Computer Operator	FA / FSC with one year DIT	1	2	2	3
8	Office Boy	Matric Passed	1	-	-	-

(v) The duration / months of proposed key staff as mentioned above is 12-months.

3.4 (10) Training is an important feature of this Assignment:.

Yes \_\_\_ No (√)

3.7 Professional liability, insurances (description or reference to appropriate documentation): Covered under clause 3.4 of of KPK Contract for Engineering Consultancy Services.

4.1 The number of copies of the Proposal required is: One original + One Copy

4.2 The address for writing on the proposal is : Managing Director Pakhtunkhwa Highways Authority, Attached Departmental Complex, Khyber Road Peshawar.

Telephone: 091-9210557

Email : info@pkha.gov.pk

Fax: 091-9210434

Facsimile: \_\_\_\_\_

4.3 The date and time of proposal submission are: 28 / 01 /2015, 12:00 noon

4.4 Validity period of the proposal is (days, date): 90-days

The location for submission of proposals is: Managing Director Pakhtunkhwa Highways Authority, Attached Departmental Complex, Khyber Road Peshawar.

5.2 The points given to each category of evaluation criteria are:

S.No.	Description / Item	Points	Explanation / Detail for award of Marks
<b>1</b>	<b><u>Qualification and competence of the Key Staff for the Assignment</u></b>	<b><u>45</u></b>	
	i) Academic and General qualifications	10	- 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 Contract Agreement on stamp paper between the key personnel and firm for the current year.
	ii) Practical Experience	35	-Do-
<b>2</b>	<b><u>Experience and Standing</u></b>	<b><u>30</u></b>	
	i) Experience in Similar nature of work	15	Firm top five (05) best projects (Roads) with respect to cost of the project in hand or completed in last five years along with proof of work order and completion certificate in support from the relevant department.
	ii) General Experience	10	Firm top five (05) best projects (General) with respect to cost of te project in hand or completed in last five years along with proof of work order and completion certificate in support from the relevant department.
	iii) Performance in PKHA	10	Performance certificate from three (03) field Deputy Director. Performance certificate will be issued in three categories: A-10 marks, B-6 marks, C-3 marks, D-0 marks.



<b>3</b>	<b><u>Adequacy of the proposed Work Plan and Methodology in responding to the TOR</u></b>	<b><u>15</u></b>	
	i) Understanding of objective	2	
	ii) Quality of Methodology	3	
	iii) Work Plan & Manning Schedule	6	
	iv) Innovativeness	2	
	v) Proposals Presentation	2	
<b>4</b>	<b><u>Financial Soundness</u></b>	<b><u>5</u></b>	Turn over in last 03 years alongwith Audited Financial Statements in support.
<b>5</b>	<b><u>NTN and Income Tax Return</u></b>	<b><u>5</u></b>	NTN & Tax Return certificate for CFY.
<b>Total Points</b>		<b>100</b>	
<b>Qualifying Marks</b>		<b>70/100</b>	

5.3 The date, time and address of the financial proposal opening are:-

Address of opening of financial proposal is as per sec 4.2, while date and time will be decided as the technical evaluation is completed and will be intimated to the technically qualified firms only.

5.5 The weights given to the Technical and Financial Proposals are 0.8 and 0.2 respectively

7.2 The Assignment is expected to commence on:-

Date: \_\_\_\_\_

Location: \_\_\_\_\_  
 \_\_\_\_\_

Sincerely,

[Managing Director PKHA, Peshawar]

#### **Enclosures**

- Sample Forms for:-
  - Technical Proposal
  - Financial Proposal
- Terms of Reference
- Contract for Engineering Consultancy Services

## **STANDARD FORMS**

## **APPENDIX-I**

## TECHNICAL PROPOSAL FORMS

### Form 1

#### *FIRM'S REFERENCE*

##### **Relevant Services Carried Out in the Last Five Years Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Co-ordinator, Team Leader) involved and functions performed:		

Narrative Description of Project
Description of Actual Services Provided by Your Staff

Consultants' Name: \_\_\_\_\_

## Form 2

### ***PRESENT STAFF DEPLOYMENT***

(As of \_\_\_\_\_)

### Major Project(s) Presently Undertaken

[illegible]

Field of Expertise	Total Number of Permanent Staff	Staff Assigned to Above Projects

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

Approach and Methodology proposed by the firm to carry out the assignment is sub divided in to several areas which include the following heads.

- Understanding of objectives
- Quality of Methodology
- Proposal Presentation
- Work Plan and manning schedule
  - Activity Schedule
  - Team Organization
  - Bar Chart
  - CPM
  - Staff Duty Matrix
  - Staffing Schedule
  - Estimate of Staff Months

***COMMENTS/SUGGESTIONS OF CONSULTANT***

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

1.

2.

3.

4.

5.

Etc.



## Form 5

### ***FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF***

1. Proposed Position: \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_
3. Name of Staff: \_\_\_\_\_
4. Profession: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Years with Firm: \_\_\_\_\_
7. Nationality: \_\_\_\_\_
8. Membership in Professional Societies: \_\_\_\_\_  
(Membership of PEC is Mandatory)
9. Detailed Tasks Assigned on the Project: \_\_\_\_\_  
\_\_\_\_\_

10. Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

11. Education:

[ Summarize college/university and other specialized education of staff member, 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 staff member 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 that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

\_\_\_\_\_  
Signature of Staff Member

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

***WORK PLAN/ACTIVITY SCHEDULE***

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

***Completion and Submission of Reports***

<b>Reports</b>	<b>Date</b>

## Form 8

### WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

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

Full Time: \_\_\_\_\_

Part Time: \_\_\_\_\_

Activities Duration \_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_  
(Authorized Representative)

Full Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

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

**1. Technical/Managerial Staff**

<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

**2. Support Staff**

<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

## **APPENDIX-II**

## FINANCIAL PROPOSAL FORMS

### Form 1

#### 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 Allow. (%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 taxes. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.

Item No. 2 Social charges shall include Client's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form 2).

Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form 3).

Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.

Item No. 7 Normally payable only in case of field work under hard and arduous conditions.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



## BREAKDOWN OF SOCIAL CHARGES

[illegible]

**BREAKDOWN OF OVERHEAD COSTS**

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

**ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION**

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

**ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION**

<b>S.No.</b>	<b>Name</b>	<b>Position</b>	<b>Staff-Months</b>	<b>Monthly Billing Rate</b>	<b>Total Estimated Amount (Rs.)</b>
II	Non-Technical Staff				
		<b>Sub-Total:</b>			

**DIRECT (NON-SALARY) COSTS**

S.No.	Nomenclature	Unit	Quantity	Unit Price (Rs)	Total Amount (Rs.)	Remarks
1	Rental of Vehicles (at least Single cabin Pick up not more than 05 years old)	Per Month				
2	Fuel Consumption including Maintenance of Rental Vehicles	Per Month				
3	Salary of Drivers	Per Month				
4	Rental Office + Accommodation with minimum Covered Area 2500 Sft. Including the Utility Bills of Telephone, Electricity and Sui Gas, etc.	Per Month				
5	Sweeper	Month				
6	Stationary Charges	Per Month				Shall be provided through construction Contract
7	Establishment of laboratories, Provision of Survey and Laboratory Equipment's	-				
8	Vehicles provided by the client for supervision	-	-	-	-	-

Project Title .....

ADP No. \_\_\_\_\_

**SUMMARY OF COST OF CONSULTANT**

Millions

S.No.	Description	Design Phase	Construction Supervision Phase	Amount (Rs.)
1.	Salary Cost/Remuneration			
2.	Direct (Non-salary) Cost			
3.	Contingencies			
4.	Grand Total			

Final cost (in figure)  
(in words)

Dated \_\_\_\_/\_\_\_\_/\_\_\_\_

Chief Executive/Autorized Signature &amp; Seal \_\_\_\_\_

Address of the company \_\_\_\_\_

\_\_\_\_\_

*[Form 6 shall be submitted on Company letter head and signed by chief Executive or Authorized Agent]*

## **TERMS OF REFERENCE**

## **TERMS OF REFERENCE FOR CONSULTING SERVICES FOR CONSTRUCTION SUPERVISION**

### **I. Objectives**

The main objectives of the consultant services described herein is to assist the Government of KPK through Pakhtunkhwa Highways Authority in carrying out construction supervision are enlisted as follows in the scope of services:

In addition to it the consultant shall cooperate with Pakhtunkhwa Highways Authority by informing it about the progress of work through out the services.

### **II. Scope of services**

The consulting services regarding construction supervision are envisaged to be provided by Consultant with full responsibility of the work “ESTABLISHMENT OF AXLE LOAD CONTROL REGIME ON PROVINCIAL HIGHWAYS AT 5 STATIONS”.

The scope of consulting services will include, but not necessarily be limited to the following:

- i) To check all tender documents, designs, cost-estimates, conditions of contract etc and advise PKHA about their suitability. Prepare a detailed construction programme consistent with the implementation schedule for the Project.
- ii) Provide to the Contractor survey data necessary for setting out stakes for carrying out construction including identification of material sources.
- iii) Check all stakes installed by the contractor and ensure that all works are carried out in accordance with drawings/design.
- iv) Plan and execute the construction supervision of road/bridge works including quantity / quality assurance with detailed planning of all operations, organizations, equipment management, supervision and administration of the Project.
- v) Provide effective and regular supervision of the works and carry out quality control tests to ensure that the works are executed in accordance with established standards, criteria, specifications and procedures, and approved design and environmental aspects as well as establish field laboratories and carry out quality control tests at site or at the base laboratory. The role of consultant will be obligatory and they shall indemnify the client against all type of qualitatively & quantitatively deficiencies, observations, audit objections, proceeding, inspection reports and monitoring reports etc of various agencies.
- vi) 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.



- vii) 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.
- viii) 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 with all financial responsibilities.
- ix) Inform PKHA of problems arising in connection with the implementation of civil works and make recommendations for possible solutions.
- x) Revise plans/specifications as necessary, prepare revision orders and assist the PKHA in negotiating with the contractor for the implementation of such changes (if such revisions involve additional cost, the Authority should be consulted before implementation).
- xi) Evaluate and make recommendations to the PKHA in regard to contractor's claims, disputes, contract time extensions, and other changes.
- xii) Prepare periodic cash flow forecasts and certificates for payment including updated cost estimates for construction and supervision.
- xiii) 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.
- xiv) 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.
- xv) Prepare project completion report in a manner satisfactory to the authority and other associated department concerned after substantial completion of the civil works.
- xvi) 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.
- xvii) Furnish an undertaking to the effect that the consultants shall indemnify the client against all type of deficiencies mentioned in Para-v above.

## **CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

# CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

---

(NAME OF THE CLIENT)

and

---

(NAME OF THE CONSULTANTS)

for

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

---

Month and Year

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## FORM OF CONTRACT

This Contract is made on \_\_\_\_ day of \_\_\_, 2015 between the Governor of the Khyber Pakhtunkhwa through the Managing Director Pakhtunkhwa Highway Authority Peshawar Communication and Works Department (hereinafter referred to as "Client" ), which expression shall include his successors in office, assigns and legal representatives of one part; and the Consultant with its principal office \_\_\_\_ (hereinafter referred to as "Consultants" ), which expression shall include his successors in office, permitted assigns and legal representatives of other part.

### WHEREAS

- (a) the Client has advertised vide advertisement No. \_\_\_\_ for certain consultancy 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 to which the Client agreed;

NOW, THEREFORE, the Parties hereby agreed as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) the General Conditions of Contract;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

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

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Contract on the \_\_\_\_ day of \_\_\_\_ month of \_\_\_\_ at \_\_\_\_.

For and behalf of the  
Governor of Khyber Pakhtunkhwa  
Province.

For and behalf of the Consultant.

Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_

**WITNESSES**

1. Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
CNIC \_\_\_\_\_  
Designation \_\_\_\_\_

1. Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
CNIC \_\_\_\_\_  
Designation \_\_\_\_\_

2. Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
CNIC \_\_\_\_\_  
Designation \_\_\_\_\_

2. Signatures \_\_\_\_\_  
Name \_\_\_\_\_  
CNIC \_\_\_\_\_  
Designation \_\_\_\_\_



## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 *Definitions*

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in Khyber Pakhtunkhwa, 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 / or Government of Khyber Pakhtunkhwa;
- (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, the Consultants, Sub consultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

## **1.8 *Leader of Joint Venture***

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

## **1.9 *Relation between the Parties***

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

## **1.10 *Headings***

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

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

### **2.1 *Effectiveness of Contract***

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

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

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

### **2.3 *Commencement of Services***

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

### **2.4 *Expiration of Contract***

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

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

## **2.5 *Modification***

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

## **2.6 *Extension of Time for Completion***

If the scope or duration of the Services is increased:

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

## **2.7 *Force Majeure***

### **2.7.1 *Definition***

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

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

### ***2.7.2 No Breach of Contract***

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

### ***2.7.3 Extension of Time***

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

### ***2.7.4 Payments***

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

## ***2.8 Suspension of Payments by the Client***

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

## **2.9 Termination**

### **2.9.1 By the Client**

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

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

### **2.9.2 By the Consultants**

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

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

### **2.9.3 Cessation of Services**

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

### **2.9.4 Payment upon Termination**

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

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;



- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

### **2.9.5 Disputes about Events of Termination**

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

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

#### **3.1.1 Standard of Performance**

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

#### **3.1.2 Law Governing Services**

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

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 therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 *Resident Engineer***

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

### **5. OBLIGATIONS OF THE CLIENT**

#### **5.1 *Assistance, Coordination and Approvals***

##### **5.1.1 Assistance**

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

- (a) provide at no cost to the Consultants, Sub consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultants upon completion of the Services under this 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 organisation named in the SC.
- (b) coordinate with any other consultants employed by him.

### **5.1.3 Approvals**

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

### **5.2 *Access to Land***

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

### **5.3 *Change in the Applicable Law***

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

### **5.4 *Services and Facilities***

The Client shall make available to the Consultants, Sub consultants and the Personnel, for the purpose of the Services and free of any charge, the



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

### **5.5 *Payments***

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

### **5.6 *Counterpart Personnel***

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

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 *Cost Estimates, Ceiling Amount***

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

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

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

## **6.3 *Currency of Payment***

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

## **6.4 *Mode of Billing and Payment***

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

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said

accounts, amounts in the currencies specified above as follows:

- (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
- (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

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

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

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

- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily

supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.

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

## **6.5 Delayed Payments**

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

day of delay at the rate specified in the SC.

## **6.6 *Additional Services***

Additional Services means:

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

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

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

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

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

## **7. Operation of the Contract**

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

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

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

### **8.2 Dispute Settlement**

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

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

## **9. INTEGRITY PACT**

- 9.1** If the Consultant or any of his Sub consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the

Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

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

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



### ***III. SPECIAL CONDITIONS OF CONTRACT***

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

#### ***1.1 Definitions***

(p) "Project" means .....

#### ***1.6 Authorized Representatives***

The Authorized Representatives are the following:

For the Client:

(Name of Representative & his successor)\_\_\_\_\_

(Designation) \_\_\_\_\_

(Address)\_\_\_\_\_

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

Facsimile : \_\_\_\_\_

E.Mail : \_\_\_\_\_

CNIC : \_\_\_\_\_

For the Consultants:

(Engineer In-charge and his  
successor)\_\_\_\_\_

(Designation) \_\_\_\_\_

(Address)\_\_\_\_\_

CNIC \_\_\_\_\_

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

Facsimile : \_\_\_\_\_

E.Mail : \_\_\_\_\_

CNIC : \_\_\_\_\_

## **1.7 Taxes**

The consultant shall pay all the taxes and duties levied by the client country without reimbursement by the client.

## **1.8 Leader of Joint Venture**

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

## **2.1 Effectiveness of Contract**

The contract shall come into force and effect on the date of the client's notice to the consultants instructing the consultant to begin carrying out the services pursuant to clause 2.3 below.

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

The time period shall be thirty (30) days or such other period as the Parties may agree in writing.

## **2.3 Commencement of Services**

The Consultant shall commence the services of detailed survey, detailed design and tender assistance within fifteen (15) days after the client has given notice to the consultants to proceed with the services. The commencement of construction supervision services shall be the date client asked the consultants to mobilize on site or such other time period as the Parties may agree in writing.

## **2.4 Expiration of Contract**

The period of completion of Services shall be ----- days from the Commencement Date of the Services including defect liability period completion or such other period as the Parties may agree in writing. The Services are estimated to be completed before ..... 20 ...

"Completion of Services" means final deliverable of the project to the client as

mentioned in the attached “Appendix B”.

***The following sub clause 3.4 is added.***

### ***3.4 Liability of the Consultants***

- i. The client is obliged to rely on the informations, 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 client harmless.
- ii. The consultant shall be responsible for, and shall indemnify the client from 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 client arising from the negligent acts of the consultant in the performance of professional services under this Agreement.
- iii. The consultants shall afford response and defense to any question, observation, loss, damages and claims arising out of their working, performance, act and proceedings, in any forum and shall be held responsible to bear the consequences of such transactions, proceedings and approvals.
- iv. Performance Security: The consultant shall furnish performance security equal to 10% of the contract price stated in the LOA in the form of insurance guarantee issued by a an Insurance Company having at least AA rating from PACRA/JCR in favor of the client valid for completion of services.
- v. Retention Money: 10% of the amount of invoices of the consultants will be retained till completion of the defect liability period.

### ***3.5 Insurance to be Taken out by the Consultants***

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any

Subconsultants or their Personnel, with a minimum coverage of Rs. 1,000,000/-

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

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

- (d) The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:
- i) Issuing Variations Orders in respect of:
    - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
    - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
    - any item of Works covered under Provisional Sums
  - ii) Claim from the Contractor with full supporting details and Consultants recommendations, if any, for settlement.
  - iii) Details of any nominated sub-contracts.
  - iv) Any action under terms of Performance Guarantee or Insurance Policy.
  - v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
    - Adverse Physical Conditions and Artificial Obstructions
    - Suspension of Works
    - Bonus and Liquidated Damages
    - Certificate of Completion of Works
    - Defects Liability Certificate
    - Forfeiture
    - Special Risks
  - vi) Final Measurement Statement

- vii) Release of Retention Money
- viii) Approving extension of Time

### ***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.

The following sub clause 3.10 is added.

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

The consultants shall keep accurate and systematic accounts and records in respect of the project with internationally accounting and book keeping principles, clearly identifying all charges, costs, approvals, and payment devices in accordance with the provision as contained in the Audit Manual, Audit Code and Govt. Financial Code and Regulations.

The following sub clause 4.3 is added.

### ***4.3 Approval of Personnel***

The consultant shall employ /deploy suitable key personnels on the project from their existing regular /contract staff or they shall employ suitable and qualified personnels from open market on contract basis for the currency of project, duly approved by the client.

### ***4.4 Resident Engineer:***

Resident Engineer or their successor duly nominated by the consultants shall acts as Engineer' representative.

### ***5.1.1 Assistance***

- (a) The Client shall make available within 21 days from the Commencement Date, the documents namely PC-1, Tender / Construction Drawings, BOQ and information regarding contract agreement with contractor and performance security.

This list if warranted shall be supplemented subsequently.

- (d) Other assistance and exemptions to be provided by the Client are, assist to obtain the existing data relevant to carry out the services, with various Government Department and other Organizations.

### **5.1.2 Coordination**

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

### **5.1.3 Approvals**

The Client shall accord approval of the documents as envisaged in 3.6 (SC) immediately but not later than fourteen (14) days from the date of their submission by the Consultants.

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

### **6.2(c) Reimbursable Direct Costs (Non Salary Costs):**

The Reimbursable expenses to be paid in foreign currency are set forth in Appendix D and reimbursable expenses to be paid in local currency are set forth in Appendix E.

## **6.3 Currency of Payment**

- 6.3(b) Remuneration for foreign personnel shall be paid in foreign currency and remuneration for local personnel shall be paid in local currency.
- The reimbursable direct cost expenditures in foreign currency shall be as stated in Appendix-D.
- The reimbursable direct cost expenditures in local currency shall be as stated in Appendix-E

## **6.5 Delayed Payments**

The compensation on delayed payments for local and foreign currency shall be as follows:

for local currency = Five percent (5%) per annum.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **IV APPENDICES**



## **Appendix A**

### **Description of the Services (Part-I)**

#### ***Terms of Reference***

##### **i. Objectives**

The objectives of consulting services are to assist client to implement the Project through the following activities:

- (a) Design Review
- (b) Contractor's Bid Evaluation
- (c) Construction supervision with quality assurance through related field/ laboratory test.
- (d) Processing and approval of payment devices and certification.
- (e) Overall project monitoring and evaluation
- (f) Reporting and responding
- (g) Detailed Survey of the Projects
- (h) Test and Investigations

##### **ii. Scope of Consulting Services**

The Employer will be the Government of Khyber Pakhtunkhwa through Managing Director Pakhtunkhwa Highway Authority Communication and Works Department Peshawar (herein after referred to as "Employer"). The Engineer will be Executive Head TES Division M/s ACE (Pvt) Ltd Lahore in association with M/s Pavron Consulting Engineers Islamabad.

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 client 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 client and the contractor.

##### **iii. Specific scope of consulting services**

(wherever applicable) is described in this section services other than minor extra, which do not materially affect the scope of the Consultant's Agreement will be authorize by client at rate and under conditions to be mutually agreed.

## **A. Construction Supervision of Road & Bridges.**

### **Commencement**

- i) To review the design of the project
- 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 client.
- 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.

### **Drawing**

- vii) To approve and / or issuing working drawings, approving the setting out of the works giving instructions to the contractors and processing amendment and variations.
- viii) To verify and correct the as-built drawings supplied by the Contractor.

### **Record Keeping**

- ix) To take/verify measurements and keeping appropriate records of these, which are to be in computer based form.
- x) 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 of assistance in resolving queries arising in connection with execution of the works.

### **Safety**

- xi) To supervise the contractor in all matters concerning safety and care of the works.
- xii) 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 client thereof as soon thereafter as is reasonably practicable.

### **Overall Contract Management**

- xiii) To arrange monthly review meetings with Contractors, client and other fora.
- xiv) 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.
- xv) To carry out generally all the duties of the Engineer as specified in the Construction contract.
- xvi) To issue necessary notices to the contractor as may be required under the construction contract.
- xvii) To inspect the works at appropriate intervals during the defects liability period and issuing the defects liability certificate.
- xviii) To process the Contractor's possible claims.
- xix) 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 client and the District Governments in the Monthly Progress Reports.
- xx) To issue a variation order which has financial implications subject to prior approval in writing of client.
  - xxi) Accord of Technical Sanction shall be the responsibility of the design consultant which shall be vetted by supervisory consultant.
  - xxii) To determining extension of time, subject to prior approval of client.
  - xxiii) To advise client with respect to carrying out the works following an appeal to arbitration or litigation relating to the works.

### **Financial Management**

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

### **Approval and Certificate**

- xxvii) 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.
- xxviii) To certify work volume and Interim Certificates for payments.
- xxix) To certify completion of part or all of the works, prepare punch list for payment to the contractors.
- xxx) To order tests of materials and of completed works, and ordering removal of materials or works, which do not comply with specified requirements.
- xxxi) To order, if required, the uncovering of completed work and or the removal and substitution of proper materials and / or work.
- xxxii) To inspect the works during the maintenance period and issuing the maintenance certificate.
- xxxiii) To assist in the transfer of the Project from the contractor to client.

### **Overall Project Monitoring**

- i) To support client to carry out the overall project monitoring and feedback.
- ii) To establish 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 client.
- v) To prepare monthly progress reports;
- vi) To provide client with complete records and approved 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 client and carry out Project Benefit Monitoring and Evaluation before and after civil works construction in accordance with the agreed format.

## **B. Design and construction supervision of Building**

(Delete if not applicable)

### ***a. Data Collection, Survey & Investigation Stage:***

- i. Feasibility study of all the sites.
- ii. Topographic survey (Digital) and preparation of contour plans.
- iii. Geotechnical investigation of sites including field or laboratory tests.
- iv. Resistivity survey for availability of ground water and tests to determine suitability of water.
- v. Prepare and submit high resolution colored aerial satellite images of the sites and adjoining areas with GPS coordinates.
- vi. Hydrological and geological survey of the sites to determine feasibility against floods and seismic activity, if required.
- vii. Determination of sufficiency of utilities needs in the area such as electricity, Sui Gas, telephone and water supply.
- viii. Liaison with relevant departments such as WAPDA /SNGPL/ Public Health/NHA or any other agency.
- ix. Environmental Impact Assessment (EIA) of sites.
- x. Implementation of by laws of local authorities, building and fire, etc.

### ***b. Preliminary Design Stage***

- i. Staff Hiring/Removal for the concerned project for Design/supervision shall be made with the approval of the Client.
- ii. Requirements and scope of accommodation by the Client/User Department.
- iii. Absence of any staff member of the consultants during Design or supervision phase due to any reason whatsoever, the client shall be at liberty to make deduction from the Consultants bills accordingly.
- iv. Evaluating the client's requirement analytically and technically while designing and planning various components of the Project.
- v. Preparation of site plan, describing and illustrating preliminary architectural design / outline proposal i/c 3D views of proposed buildings.
- vi. Evaluating feedback of the client for further improvements in the design.
- vii. Vetting of any design from Specialized Govt. /Semi Govt. Organization if deemed necessary by the client.
- viii. Making final presentation after incorporating feedback of the client.

### ***c. Master Planning Stage***

- i. Preparing, describing and illustrating preliminary master plan of the project showing proposed structures, internal roads, pavement network, parking area, and open spaces, etc as per engineering / architectural standards.
- ii. Preparation of phase wise development plan if required.
- iii. Preparing and submission preliminary master plan report of the project.
- iv. Preparation and submission of final master plan of scheme with allied accommodation along with outline utilities plans.

#### ***d. Design Development Stage***

- i. Preparation of detailed architectural and structural design of all buildings and allied structures as per prevailing architectural and engineering codes.
- ii. Preparation & submission of detailed working / construction drawings of each and every component of building in soft and hard form.
- iii. Preparation modified drawings without additional charges if required by the client.
- iv. Preparation of detail layout plan. Architectural and structural design incorporating all allied electrical, mechanical and other internal and external services i.e. Telephone, water supply, sewerage, drainage, firefighting and fire alarm system, sui gas, landscaping, roads, paths, street lights, cross drawings and sewerage disposal work, CCTV, storm water drainage system, security systems etc.
- v. Preparation of design / drawings / specifications of electrical systems with external electrifications, such as substation, street lights, etc.
- vi. Preparation of standard design / drawings / specifications for solar system complete in all respects if required.
- vii. Preparation of design and drawings of ground water reservoirs, overhead water tanks, tube wells and allied structures.
- viii. Preparation of PC-1 and detailed cost estimate after approval of master plan by the competent forum as per prevailing formats.
- ix. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.
- x. Defending PC-1 at appropriate forum.
- xi. Preparation of revises PC-1/TS estimate if required.
- xii. Preparation of complete tender documents / cost estimate / variation order / BOQs.
- xiii. Preparation and signing of Bid evaluation report, including attending bid opening ceremony.
- xiv. Preparation, submission & signing of contract agreement with the contractor on the prescribed PEC standard format with the approval of PCU.
- xv. Submission of detail estimates for accord of technical sanction by the competent forum.
- xvi. Preparation and submission of work plan bases on MS Project or primavera.

#### ***e. Supervision Stage:***

- i. The quality and quantity assurance shall be the sole responsibility of the consultants being the Engineer In charge of the Project.
- ii. Full time supervision of the scheme since start of the work till final satisfactory completion of all components as mentioned in the scope of the work.

- iii. Developing and ensuring Quality Assurance mechanism as per engineering / Architectural standards.
- iv. Expediting progress at the site as per work plan for timely completion of the project.
- v. Preparation & presentation of monthly progress report or any review / report requested by the client of the project.
- vi. Tanking measurements of work done carried out by the contractor, preparation, submission and verification of interim payment certificates (IPC) including final bill, security and any other advances extended to the contractors / sub-contractor (if any) as per Government rules.
- vii. The detailed construction supervision shall include planning, guidance, programing, inspection, monitoring of construction activities, contractor's performance, quality /quantity control, implementation of work plans, drawings, design and specifications, preparation and verification of variation orders including drawings / sketches, correspondence with the contractor in capacity of the engineer in charge, and to maintain a good liaison with the client office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best Govt. interest.

***f. Post Completion Stage:***

- i. Submission of As-built drawings / inventories / Project Completion report / PC-IV after successful completion of the project.
- ii. The Consultants will periodically visit completed project during defect liability period for prompt & efficient maintenance work through the contractor.
- iii. Processing and recommendation of contractor's security after successful completion of defect liability period.
- iv. The consultants will be accountable for any defects or losses or damages as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work being the Engineer In-charge.

## **Appendix B**

### **Reporting Requirements**

#### **Reporting Requirements**

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

<b>Submission / Report</b>	<b>Number of Copies</b>	<b>Due Date</b>
(1) Progress Report (Monthly)	03	On every 5 <sup>th</sup> day of the month
(2) Detailed Quarterly Reports	03	On 5 <sup>th</sup> of completion of each quarter
(3) Project Completion Report	03	On the completion of defect liability period
(4) Revised PC-1	11	01 Months after written instructions from the client
(5) Handing/Taking Over Certificate (PC-IV)	03	03 Month after completion of Project
(6) Submission of as Built Drawings	03	01 Month after 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 programme, 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 informations.

## **Appendix C**

### **Key Personnel and Sub consultants**

[List under:



## **Appendix D**

### **Breakdown of Contract Price in Foreign Currency**

[List hereunder cost estimates in foreign currency:

## Appendix E

### Breakdown of Contract Price in Local Currency

1. (a) Monthly rates for local Personnel (Key Personnel and other Personnel);
- (b) Total Remuneration of staff (on the basis of monthly rates)
2. Reimbursable direct costs (non-salary costs); (Coverd under over head)

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:

S.No.	Nomenclature	Unit	Quantity	Unit Price (Rs)	Total Amount (Rs.)	Remarks
1	Rental of Vehicles (at least Single cabin Pick up not more than 05 years old)	Per Month				
2	Fuel Consumption including Maintenance of Rental Vehicles	Per Month				
3	Salary of Drivers	Per Month				
4	Rental Office + Accommodation with minimum Covered Area 2500 Sft. Including the Utility Bills of Telephone, Electricity and Sui Gas, etc.	Per Month				
5	Sweeper	Month				
6	Stationary Charges	Per Month				Shall be provided through construction Contract
7	Establishment of laboratories, Provision of Survey and Laboratory Equipment's	-				
8	Vehicles provided by the client for supervision	-	-	-	-	-

## **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)

#### **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/GoKP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP/GoKP 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/GoKP, 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/GoKP 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/GoKP under any law, contract or other instrument, be voidable at the option of GoP/GoKP.

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

Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[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;

Contract Agreement for Engineering Consultancy Services Pakhtunkhwa Highway  
Authority Govt.of Khyber Pakhtunkhwa (C&W Deptt:)

(c) the following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

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

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

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

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical 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 \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

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

\_\_\_\_\_  
Name of Member No. 2

Witness

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

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Name of Member No. 3

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

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