OPEC FUND
for International Development

The OPEC Fund for International Development

REQUEST FOR PROPOSALS

for

Consultancy Services for Design Review and Supervision of Construction Works of Section 3 of M-6 Motorway

SELECTION OF CONSULTANTS

August 2026

6(680)

Govt. of Pakistan ★ National Highway Authority ★ PBCA

Request for Proposal

Summary

PART I – Selection Procedures and Requirements

Section 1: Request for Proposal (RFP) Letter

This Section is a template of a letter for a Request for Proposal from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The RFP letter includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: "Instructions to Consultants" and "Data Sheet". "Instructions to Consultants" contains provisions that are to be used without modifications. "Data Sheet" contains information specific to each selection and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP), Simplified Technical Proposal (STP) or Biodata Technical Proposal (BTP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP, STP and BTP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

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Section 6: Corrupt and Fraudulent Practices

This Section provides shortlisted consultants with reference to OPEC Fund's policy in regard to corrupt and fraudulent practices applicable to the selection process. This Section is also incorporated in the standard forms of contract (Section 8) as Attachment 1.

Section 7: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – Condition of Contract and Contract Forms

Section 8: Standard Forms of Contract

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates "Fraud and Corruption" (Section 6 of Part I) in a form of Attachment 1.

PART III – Notification of Intention to Award and Beneficial Ownership Forms

Section 9: Notification of Intention to Award and Beneficial Ownership Forms

This Section includes two forms. The first form is used to notify Consultants of the Client's intention to award the contract to the successful Consultant. The second form is used to obtain additional beneficial ownership information from successful Consultant.



Selection of consultants

Request for Proposals

Procurement of:

Consultancy Services for Design Review and Supervision of Construction Works of Section 3 of M-6 Motorway

RFP No.: *6(680)*

Financier: *OPEC Fund for International Development*

Client: *National Highway Authority*

Project Country: *Pakistan*

Loan Number: *PAK1064*

Project: *M-6 Motorway Development Project (Section 3)*

Issued on: *28th August, 2026*



Preface

This Request for Proposal (RFP) has been prepared by *National Highway Authority* and is based on the Standard Request for Proposals (SRFP) issued by the OPEC Fund for International Development ("the Fund").

The SRFP reflects the structure, and the provisions of the Master Procurement Document for Selection of Consultants ("Master Document") prepared by participating Multilateral Development Banks (MDBs), except where specific considerations within the OPEC Fund have required a change.



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National Highway Authority
P&CA
Govt. of Pakistan

PART I

Section 1. Request for Proposal Letter



Request for Proposal Letter

Consulting Services

Name of the Assignment: Consultancy Services for Design Review and Supervision of Construction Works of Section 3 of M-6 Motorway

RFP Reference No.: 6(680)

Financer: *OPEC Fund for International Development*

Loan/Project No.: *PAK1064*

Date: *28th August, 2026*

(i) M/s Soosung Engineering Co., Ltd. in JV with M/s Sunjin Engineering & Architecture Co., Ltd., M/s PAVRON and M/s Finite Engineering (Pvt.) Ltd.

(ii) M/s DOLSAR Engineering Inc. Co. in JV with M/s EA Consulting Pvt. Ltd. and M/s CapitalEdge Consulting Engineers Pakistan.

(iii) M/s Henan ZhongGong Design & Research Group Co., Ltd. China in JV with M/s NAREE Consulting Ltd., China, M/s Euroconsult Pakistan (Pvt.) Ltd. and in association with M/s Pi Bytes Consultants (Pvt.) Ltd. (S-C).

(iv) M/s KCIeng Co., Ltd. in JV with M/s Indus Associated Consultants (Pvt.) Ltd.

(v) M/s. MEGA Muhendislik Musavirlik A.S. in JV with M/s CHEIL Engineering Co. Ltd., M/s. ATIF NAZAR (Pvt.) Ltd. in association with M/s. Design Core (Pvt.) Ltd. (S-C)

(vi) M/s SMEC International (Pty.) Ltd. in JV with M/s Engineering General Consultants EGC (Pvt.) Ltd., and in association with M/s Power Aim Engineering Services (Pvt.) Ltd. (S-C).

(vii) M/s BOTEK Bosphorus Technical Consulting Corp. Turkiye in JV with M/s Associated Consulting Engineers ACE Ltd., M/s Associated Consulting Centre ACC (Pvt.) Ltd. and M/s Zeeruk International (Pvt.) Ltd.

(viii) *M/s IRD Engineering S.R.L in JV with M/s A.A. Associates, M/s Meinhardt Pakistan (Pvt.) Ltd. (MPPL) and M/s AI Engineers Pakistan (AIE-PK).*

Dear Mr./Ms.:

1. The *Islamic Republic of Pakistan* (hereinafter called "Beneficiary") has *applied for* financing from the OPEC Fund for International Development ("OPEC Fund") called ("the Fund") in the form of a *Project Loan* toward the cost of *M-6 Motorway Development Project (Section 3)*. The *National Highway*

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Authority, an *executing* agency *of the Beneficiary* (the "Client"), intends to apply a portion of the proceeds of this financing to eligible payments under the contract for which this Request for Proposals is issued. Payment by the Fund will be made only at the request of the *Islamic Republic of Pakistan* and upon approval by the Fund, and will be subject, in all respects, to the terms and conditions of the *loan* agreement. The *loan* agreement prohibits a withdrawal from the *loan* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Fund, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the *Islamic Republic of Pakistan* shall derive any rights from the loan.

2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): *Consultancy Services for Design Review and Supervision of Construction Works of Section 3 of M-6 Motorway*. More details on the Services are provided in the Terms of Reference (Section 7).

3. This *Request for Proposals (RFP)* has been addressed to the following shortlisted Consultants:

   (i) M/s Soosung Engineering Co., Ltd. in JV with M/s Sunjin Engineering & Architecture Co., Ltd., M/s PAVRON and M/s Finite Engineering (Pvt.) Ltd.

   (ii) M/s DOLSAR Engineering Inc. Co. in JV with M/s EA Consulting Pvt. Ltd. and M/s CapitalEdge Consulting Engineers Pakistan.

   (iii) M/s Henan ZhongGong Design & Research Group Co., Ltd. China in JV with M/s NAREE Consulting Ltd., China, M/s Euroconsult Pakistan (Pvt.) Ltd. and in association with M/s Pi Bytes Consultants (Pvt.) Ltd. (S-C).

   (iv) M/s KCIeng Co., Ltd. in JV with M/s Indus Associated Consultants (Pvt.) Ltd.

   (v) M/s. MEGA Muhendislik Musavirlik A.S. in JV with M/s CHEIL Engineering Co. Ltd., M/s. ATIF NAZAR (Pvt.) Ltd. in association with M/s. Design Core (Pvt.) Ltd. (S-C)

   (vi) M/s SMEC International (Pty.) Ltd. in JV with M/s Engineering General Consultants EGC (Pvt.) Ltd., and in association with M/s Power Aim Engineering Services (Pvt.) Ltd. (S-C).

   (vii) M/s BOTEK Bosphorus Technical Consulting Corp. Turkiye in JV with M/s Associated Consulting Engineers ACE Ltd., M/s Associated Consulting Centre ACC (Pvt.) Ltd. and M/s Zeeruk International (Pvt.) Ltd.

   (viii) M/s IRD Engineering S.R.L in JV with M/s A.A. Associates, M/s Meinhardt Pakistan (Pvt.) Ltd. (MPPL) and M/s AI Engineers Pakistan (AIE-PK).

4. It is not permissible to transfer this invitation to any other firm.

5. A firm will be selected under *Quality and Cost Based Selection (QCBS)* procedures and in a *Full Technical Proposal (FTP)* format as described in this *RFP*, in accordance with the Fund's Principles of

National Highway Authority
Govt. of Pakistan
PMCA

Procurement of Goods, Works and Services and Procedures for Procurement of Consulting Services dated *July 2024* ('Procedures') which can be found at the following website: www.opecfund.org

The *RFP* includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants and Data Sheet
Section 3 - Technical Proposal *FTP* - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Eligible Countries
Section 6 – Fund's Policy – Fraud and Corruption
Section 7 - Terms of Reference
Section 8 - Standard Forms of Contract *[Time-Based]*
Section 9 – Notification of Award

6. Please inform us by **3rd September, 2026**, in writing at *Procurement and Contract Administration Section, 2nd Floor, NHA -HQ, 28-Mauve area, G-9/1 Islamabad,* or by E-mail : gmpca.nha@gmail.com , gmpca@nha.gov.pk :

   (a) that you have received this Request for Proposal; and

   (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, *Instructions to Consultants (ITC), Data Sheet (14.1.1).*

7. Attention is drawn to the ITC 32.1 requiring the Client to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposal.

8. Details on the proposal's submission date, time and address are provided in the ITC 17.7 and ITC 17.9.

Yours sincerely,

National Highway Authority
Ministry of Communication
Government of Pakistan
General Manager (P&CA)
Address: Procurement and Contract Administration
Section, 2nd Floor, NHA -HQ, 28-Mauve area, G-9/1
Islamabad
Tel:+92519032727
Fax:+925160419
Email: gmpca.nha@gmail.com, gmpca@nha.gov.pk
Website: www.nha.gov.pk

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Section 2. Instructions to Consultants and Data Sheet

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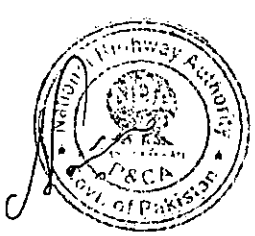


Instruction to Consultants

A. General Provisions

1. Definition

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

(a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.

(c) **"Beneficiary"** means the Government, Government agency or other entity that signs the financing agreement or grant with the "Fund" who is financing the Contract.

(d) **"Client"** the executing agency that signs the Contract for the Services with the selected Consultant.

(e) **"Consultant"** means a legally-established firm (either corporate or otherwise) or other entity or organization primarily engaged in the business of providing specialist advice (including guidance and training) of a predominantly intellectual nature that is selected by the Client to provide the Services under the signed Contract.

(f) **"Contract"** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(g) **"Data Sheet"** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to contradict, the provisions of the ITC.

(h) **"Day"** means a calendar day, unless otherwise specified as Business Day. A Business Day is any day that is an official working day of the Beneficiary. It excludes the Beneficiary's official public holidays.



(i) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(j) **"Fund"** means financier who is providing financing for this Contract **as Specified in Data Sheet.**

(k) **"Government"** means the government of the Client's country.

(l) **"In writing" means** communication in written form (e.g., by mail, e-mail, fax, including, if specified in the *Data Sheet*, distributed or received through the electronic-procurement system used by the Client, and with proof of receipt.

(m) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(n) **"Key Expert(s)"** means an individual professional(s) whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Consultant's proposal.

(o) **"ITC"** (this Section 2 of the RFP) means the Instructions to Consultants that that provides every shortlisted Consultant(s) with all information needed to prepare their Proposals.

(p) **"LOI"** (this Section 1 of RFP) means the letter of invitation being sent by the Client to shortlisted Consultant(s).

(q) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(r) **"Proposal"** means the Technical Proposal and the Financial Proposal of the Consultant(s).

(s) **"RFP"** means Request for Proposals *to be* prepared by the Client for the selection of Consultants, based on the SRFP.

(t) **"SRFP"** means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(u) **"Services"** means the work to be performed by the Consultant pursuant to the Contract.

(v) **"Sub-consultant"** means an entity to whom the Consultant intends to subcontract any part of the Services related to consultant work while remaining responsible to the Client during the performance of the Contract.

(w) **"TORs"** (this Section 7 of the *RFP*) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective **responsibilities** of the Client and the Consultant, and expected results and deliverables of the assignment.

(x) **"ESHS"** means environmental, social, health and safety.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

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

3. Conflict of Interest

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

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



3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

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

b. Conflicting assignment

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

c. Conflicting relationship

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Beneficiary or of the executing agency or of a recipient of a part of the financing who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Fund throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this *RFP* all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.



5. Corrupt and Fraudulent Practice

5.1 The Fund requires compliance with the Fund's Anti-corruption Procedures including Guidelines on Procurement Integrity and its prevailing Sanction Policies and procedures as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-consultants, sub-contractors, service providers, suppliers, and their personnel, to permit the Fund to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Fund.

6. Eligibility

6.1 The Fund permits consultants (individuals and firms, including Joint Ventures and their individual members) from eligible countries as stated in Section 5 to offer consulting services for Fund financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established in the Principles and Procedures.

6.3 As an exception to the forgoing ITC 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Fund in accordance with the ITC 5.1 or in accordance with its prevailing sanctions policies and procedures as described in Section 6 (Sanctionable Practices), shall be ineligible to be awarded the Fund-financed contract, or to benefit from the Fund-financed contract, financially or otherwise, during such period of time as the Fund shall determine. The list of debarred firms and individuals is available at the address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals from a country or goods manufactured in a country may be ineligible if indicated in Section 5 (Eligible Countries) and:

(a) As a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country, provided that the Fund is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Beneficiary's country prohibits any import of goods or contracting of works or services from that country,



or any payments to any country, person, or entity in that country.

c. Restriction for government-Owned Enterprise

6.3.3 Government-owned enterprises in the Beneficiary's country may participate only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not dependent on the budget of the Beneficiary's Government. As an exception to the above, the government-owned universities and research centers in the Beneficiary's country, and university professors and research staff, may participate if they are critical to the consulting assignment. Such participation will be decided on a case-by-case basis and subject to Fund Member No-Objection.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Beneficiary's country are not eligible to be included as Experts, individuals or members of the team of Experts in the Consultant's Proposal unless: they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

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

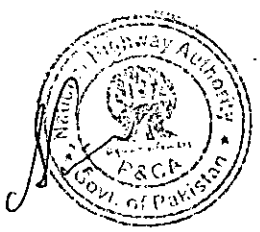
9. Language

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

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and



executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Proposal Validity

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend their Proposal's validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally



proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Fund's no objection.

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

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

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted

Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet.** In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet,** the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet)** of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet.**

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet,** and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the *RFP* and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 The Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-response.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), a Simplified Technical Proposal (STP) or Biodata Technical Proposal (BTP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the



assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet.**

a. Price Adjustment

16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if stated in the **Data Sheet.**

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet.** Information on taxes in the Client's country is provided in the **Data Sheet.**

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet.** If indicated in the **Data Sheet,** the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). Consultants shall mark as CONFIDENTIAL information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet,** the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members to legally bind all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.



17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", *[Name of the Assignment], [reference number], [name and address of the Consultant],* and with a warning "**DO NOT OPEN UNTIL**" *[insert the date and the time of the Technical Proposal submission deadline].*

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**", followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPSOAL**".

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, *RFP* reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked Do Not Open Before *[insert the time and date of the submission deadline indicated in the **Data Sheet.***

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any



other party not officially concerned with the process, until the Notification of Award of the Contract.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Fund Member's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or Fund Member on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

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

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Fund Member issues it's no objection, if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive

Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the *RFP* or if it fails to achieve the minimum technical score, if any, indicated in the **Data Sheet.**

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

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

23.1 After the technical evaluation is completed and the Fund has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the *RFP* and TOR or did not meet the minimum qualifying technical score advising them the following:

(a) their Proposal was not responsive to the *RFP* and TOR or did not meet the minimum qualifying technical score;

(b) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and, if applicable, sub-criterion;

(c) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

(d) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the *RFP* and TOR, and that have achieved the minimum overall technical score, advising them the following:

(a) their Proposal was responsive to the *RFP* and TOR and met the minimum qualifying technical score;

(b) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and, if applicable, sub-criterion; and

(c) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to plan for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within seven (7) Business Days, the opening date shall be subject to ITC 35.1.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Fund (in applicable).

24. Correction of Errors

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

a. Time-Based Contracts

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

included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contract 24.1.2 If a Lump-Sum contract form is included in the *RFP*, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

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

27. Combined Quality and Cost Evaluation

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

b. Fixed-Budget Selection (FBS) 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected.

27.3 For FBS, the Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the *RFP*, and invite such Consultant to negotiate the Contract.

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

D. Negotiation and Award

28. Negotiation 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have



written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

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

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

b. Technical Negotiation

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

c. Financial Negotiation

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Fund Member. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this

Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations - Breakdown of Remuneration Rates.

29. Conclusion of Negotiation

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Fund Member's no objection, if required, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period, if applicable, and in accordance with the provisions of this RFP relating to application of the Standstill period.

31. Notification of Intention to Award

31.1 If a Standstill Period applies, the Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) The name and address of the Consultant with whom the client successfully negotiated a contract;

(b) The contract price of the successful Proposal;

(c) The names of all Consultants included in the short list, indicating those that submitted Proposals;

(d) Where the selection method requires, the price offered by each Consultant as read out and as evaluated;

(e) The overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;

(f) The final combined scores and the final ranking of the Consultants;

(g) A statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;

(h) The expiry date of the Standstill Period; and

(i) Instruction on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 The Client shall send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The client shall simultaneously, request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award, the Client shall publish the Contract Award Notice at its website, and/or such other websites as it may choose as provided under 32, which shall contain, at a minimum, the following information:

(a) Name and address of the Client;

(b) Name and reference number of the contract being awarded, and the selection method used;

(c) Name of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;

(d) Name of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;

(e) Name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and

(f) Successful Consultant's Beneficial Ownership Disclosure Form.

32.2 The Client may also publish the Contract Award Notice in UNDB online or Dg Market website in addition to the Fund's external website and on the Client's website if available

33. Debriefing by the Client

33.1 On publication of the Client's Notification of Award referred to in ITC 31.1, an unsuccessful Consultant may make a written request to the Client for a debriefing within a reasonable time thereafter. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within a reasonable time, generally not to exceed three (3)

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Business Days from the date of publication of the Contract Award Notice.

33.2 Where a request for debriefing is received, the Client shall provide a debriefing within seven (7) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe.

33.3 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting, if held in person. Debriefings may be held online, at the option of the unsuccessful Consultant, if the latter is unable to attend a debriefing in person for any reason.

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and, if applicable, promptly after expiry of the Standstill Period, or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period if applicable.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.



Section 2. Instructions to Consultant

E. Data Sheet

ITC Reference	A. General
1 (b)	**Country of Applicable Law** *Islamic Republic of Pakistan*
1 (j)	**Name of the Funding Agency** Name of the Fund*: OPEC Fund for International Development*
2.1	**Method of Selection** Name of the Client: National Highway Authority (NHA) Method of selection: Quality and Cost Based Selection (QCBS) as per Principles and Procedures: *Procedures for Procurement of Consulting Service* dated July 2024 available on www.opecfund.org
2.2	**Submission of Proposals** Financial Proposal to be submitted together with Technical Proposal: Yes ✓ No ____ The name of the assignment is: Consultancy Services for Design Review and Supervision of Construction Works of Section 3 of M-6 Motorway
2.3	**Pre-proposal Conference** A pre-proposal conference will be held: Yes ✓ or No ____ Date of pre-proposal conference: **8th September, 2026** Time: 1100 hours (local time) Address: Procurement and Contract Administration Section, 2nd Floor, NHA -HQ, 28-Mauve area, G-9/1 Islamabad Tel:+92519032727 Fax:+925160419 Email: gmpca.nha@gmail.com, gmpca@nha.gov.pk

	Contact person/conference coordinator for Pre-Proposal only: ***Nosheen Latif, Deputy Director (P&CA- Services)***
2.4	**Information for Proposal Preparation** The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: *N/A*
4.1	**Unfair Competitive Advantage** *Not Applicable*
6.3.1	**Fund's Sanction List** If the proposal is debarred from an acceptable source to OPEC Fund it can no longer be considered for the related project
B. Preparation of Proposals	
9.1	**Language** This RFP has been issued in the **English** Proposals shall be submitted in the ***English*** language. All correspondence exchange shall be in the ***English*** language.
10.1	**Documents Comprising the Proposal** ***FTP. Please refer to CHECKLIST OF REQUIRED FORMS in Section 3]*** The Proposal shall comprise the following: **For FULL TECHNICAL PROPOSAL (FTP):** **1st Inner Envelope with the Technical Proposal:** (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 *Code of Conduct (ESHS): The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to*



	ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award]. AND **2nd Inner Envelope with the Financial Proposal:** (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4
10.2	**Statement of Undertaking** Statement of Undertaking is required Yes ✓, or No _____
11.1	**Participation of sub-consultants** Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible. Yes ____ or No ✓
12.1	**Proposal Validity** Proposals must remain valid for *150* calendar days after the proposal submission deadline.
13.1	**Clarification of Request for Proposals** Clarifications may be requested no later than *ten (10)* days prior to the submission deadline. The contact information for requesting clarifications is: **General Manager (P&CA)** Address: Procurement and Contract Administration Section, 2nd Floor, NHA -HQ, 28-Mauve area, G-9/1 Islamabad Email: gmpca.nha@gmail.com, gmpca@nha.gov.pk
14.1.1	**Preparation of Proposals – Specific Considerations (Association with shortlisted Consultants)**

	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes ____✓____ or No _____
14.1.2	**Preparation of Proposals – Specific Considerations** Estimated input of Key Experts' time-input: **480** person-months.
14.1.3	**Preparation of Proposals – Specific Considerations (minimum time and Cost inputs for Time Based Contracts)** The Consultant's Proposal must include minimum Key Experts' time-input of **480** person-months. ***For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:*** ***The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.*** ***For Non-Key Expert/Staff, minimum time input should also not be less than that given in the TOR otherwise similar approach mentioned in above paras will be applied for evaluation and comparison of proposal only.***
15.2	**Format of Technical Proposal** The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the *RFP* requirements.
16.1	**Financial Proposal (refer to FIN-4)** 1. A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; 2. Cost of travel by the most appropriate means of transport and the most direct practicable route; 3. Cost of office accommodation, including overheads and back-stop support; 4. Communications costs; 5. Cost of purchase or rent or freight of any equipment required to be provided by the Consultants; and

	6. Cost of reports production (including printing) and delivery to the Client; 7. Other allowances where applicable Provisional sums: N/A Contingency: N/A **During Financial Proposal Evaluation** If the Consultant includes Provisional Sums and Contingency that either exceeds the amount specified, or is less than the amount, or is not required, adjustments will be made by the Client during evaluation. **After Financial Proposal Evaluation** If adjustments are applied, the adjusted Provisional Sum and Contingency amounts shall be noted and discussed during negotiations. Please note that the Provisional Sum and Contingency amounts are at the Client's final discretion and the Client reserves the rights to apply the amounts as specified in the proposal in the final contract.
16.2	**Price Adjustment** A price adjustment provision applies to remuneration rates: Yes ___✓___ or No _____ *Applies to local inflation only*
16.3	**Taxes References** Information on the Consultant's tax obligations in the Client's country can be found Federal Board of Revenue website **www.fbr.gov.pk** **No Tax Exemption will apply and hence the financial proposal shall include all types of applicable direct and indirect taxes except GST (VAT) and the Client shall pay the applicable taxes on behalf of the consultants as detailed in SCC 43.1 and 43.2. GST (VAT) shall be discussed during contract negotiations and will be added to the total contract price as per the applicable rules and regulations.** For the avoidance of doubts, Fund financing does not cover the payment of taxes, duties, or any imposition of this nature.
16.4	**Currency of Proposals** The Financial Proposal shall be stated in the following currencies: *Consultants may express the price for their services in* US Dollars and Pak. Rupees

	The Financial Proposal should state local costs in the Client's country currency (local currency): Yes ✓ or No _____
C. Submission, Opening and Evaluation	
17.1	**Electronic Submission of Proposals** The Consultants ***shall not*** have the option of submitting their Proposals electronically.
17.4	**Submission of Proposals** The Consultant must submit: (a) **Technical Proposal:** one (1) original and three (03) Copies and one scanned copy in pdf on a Flash Drive / CD/ DVD; (b) **Financial Proposal:** one (1) original and one scanned copy in pdf on a Flash Drive / CD/ DVD as part of and included in the sealed financial envelope.
17.7 and 17.9	**Deadline for the Submission of Proposals** The Proposals must be submitted no later than: Date: **13th October, 2026** Time: *1130 local time* The Proposal submission address is: **Office of General Manager (P&CA), National Highway Authority (HQ), 28-Mauve Area, G-9/1, Islamabad, Pakistan.**
19.1	**Opening of Technical Proposals** An online option of the opening of the Technical Proposals is offered: Yes ____ or No ✓ The opening shall take place at: NHA Auditorium Hall, 2nd Floor, NHA -HQ, 28-Mauve area, G-9/1 City: Islamabad Country: Pakistan **Date**: same as the submission deadline indicated in Data Sheet Clause 17.7 above. **Time:** *12:00 local time*

19.2	**Information to be read out and recorded during the opening of the Technical Proposals** In addition, the following information will be read aloud at the opening of the Technical Proposals: ***N/A***
21.1 (for FTP)	**Evaluation Criteria** The maximum number of points to be given under each of the evaluation criteria are: Points **(i) Experience of the Consultant (as a firm) relevant to the Assignment:** A maximum of ten (10) general experience projects and a maximum of ten (10) specific experience projects completed within the last ten (10) years indicating their worth, person man-months of key personnel and duration of the project shall be provided under specific experience for consideration in evaluation. a. General Experience in road transport sector (2.5 points) b. Specific Experience related to particular assignment (7.5 points) Total points for criterion (i): ***[10]*** **(ii) Adequacy of the proposed work plan and methodology in responding to the Terms of Reference** Total points for criterion (ii): ***[20]*** (a) Understanding of Objectives 4.0 (b) Adequacy and Quality of Methodology 9.0 (c) Work Program 3.5 (d) Clarity and Presentation 3.5 [*Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts*] **(iii) Qualifications and competence of the Key Expert for the Assignment** Total points for criterion (iii): ***[60]***

Position	Total Points 60
Design Review Staff	
International Key Staff	
1. Team Leader/Senior Highway Engineer	6

National Highway Authority
Govt. of Pakistan

2. Hydrologist / Road Drainage Expert	2
3. Certified Road Safety Auditor	2
National Key Staff	
4. Pavement Engineer	1.5
5. Structure Engineer	1.5
6. Geotech Engineer	1.5
Construction Supervision (CRE Team)	
International Key Staff	
7. Chief Resident Engineer / Team Leader*	8
8. Contract Specialist	5
9. Sr. Material Engineer	5
National Key Staff	
10. Monitoring/Planning Engineer	1.5
11. Resettlement and Relocation Specialist	1.5
12. Social and Communication Specialist	1.5
13. Environment, Health and Safety Specialist	1.5
14. Sr. Quantity Surveyor	1.5
National Key Expert (Construction Supervision)	
15. Resident Engineer	7
16. ARE (Highways) Engineer I & II	2 x2 =4
17. ARE (Structure / Bridge) Engineer	2
18. Material Engineer	2
19. Environment Specialist (on intermittent basis)	1.5
20. Slope Stabilization Expert/ Geotech Engineer (on intermittent basis)	1
21. Drainage Engineer/Hydrologist (on intermittent basis)	1
22. Quantity Surveyor	1.5

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications (Relevant education and training): ***20 percent.***

2) ***Adequacy*** for the Assignment (experience in the sector/similar assignments): ***70 percent.***

3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): ***10 percent.***

National Highway Authority
GOVT. of Pakistan
E&CA

	Total weight:**100 percent** **(iv) Suitability of the transfer of knowledge program (training) (relevance of approach and methodology)** Total points for criterion (iv): ***[3]*** **(v) Performance Certification from clients** The scoring shall be awarded as follows: **No. of Valid Certificates** — **Score** 3 or more certificates — 2.00 marks (100%) 2 certificates — 1.33 marks (66.67%) 1 certificate — 0.67 marks (33.33%) No certificate — 0 marks Total points for criterion (v): ***[2]*** **(vi) Local participation (Use of domestic consultants)** Total points for criterion (vi): ***[5]*** *[Notes to Consultant: Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]* **Total Points for the six criteria (i) – (vi) 100** **The minimum technical score (St) required to pass is: 75** (75%) The evaluation criteria, sub-criteria, and point system are also specified in the Summary and Personnel Evaluation Sheets that are attached to the **Data Sheet.**
D. Public Opening of Financial Proposals	
23.4	**Public Opening of Financial Proposals (if electronic procurement system is adopted)** Public Opening of Financial Proposals An online option of the opening of the Financial Proposals is offered: Yes ____or No __✓____ *[Note: the public opening of financial proposal will be deferred until the resolution of complaint as reflected in ITC 23.3]*
23.5	**Public Opening of Financial Proposals (for QCBS selection method)**



	Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact below address: **General Manager (P&CA)** National Highway Authority Ministry of Communications Government of Pakistan 28-Mauve Area, G-9/1, P. O. Box No. 1205, Islamabad, Pakistan Telephone: +92-51-9032727 E-mail: gmpca.nha@gmail.com, gmpca@nha.gov.pk and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.
25.1	**Exclusion of Taxes and Duties during the Financial Evaluation** For the purpose of the evaluation, the Client will exclude: (a) All local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) All additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	**Conversion into Single Currency** The single currency for the conversion of all prices expressed in various currencies into a single one is **Pakistan Rupees** **The official source of the selling (exchange) rate is: State Bank of Pakistan** **The date of the exchange rate is: 28 days prior to submission of proposal**
27.1	**Quality and Cost-Based Selection (QCBS)**

	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: **Sf = 100 x Fm/ F**, in which **Sf** is the financial score, **Fm** is the lowest price, and **F**" the price of the proposal under consideration. The weights given to the ***Technical (T)*** and ***Financial (P) Proposals*** are: **T** = 80% **P** = 20% Proposals are 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; **T + P** = 1) as following: **S = St x T% + Sf x P%.**
E. Negotiations and Award	
28.1	**Negotiation** Expected date and address for contract negotiations: Date: 30th November , 2026 Address: National Highway Authority Ministry of Communications, Government of Pakistan 28-Mauve Area, G-9/1, P. O. Box No. 1205, Islamabad, Pakistan
28.3	Add at the end of Para 28.3; The Consultant is bound to replace all Key Personnel proposed who scored less than 70% marks in Personnel Evaluation of Construction Supervision phase, if the Client so requests. If the Consultant refuses to replace such Key Personnel, the Client reserves the right to reject its proposal and invite the Consultant that received the second highest score in ranking to Contract negotiations.
30.1	**Standstill Period** Standstill Period "shall" apply
32.1	**Standstill Period and Contract Award Notice** *Upon expiry of the applicable Standstill Period, or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the*

	successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The client shall simultaneously, request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.
34.2	**Date of Commencement of Services** Expected date for the commencement of the Services: Date: *December, 2026* at: *Pakistan*
35.1	**Procurement Related Complaints** The procedures for making a Procurement-related Complaint are detailed in the Procedures (Appendix III). If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, in writing (by the quickest means available, such as by email or fax), to: **For the attention**: ***General Manager (Planning)*** **Title/position**: ***Chairman (GRC)*** **Client**: *National Highway Authority* **Email address: *gmplanningnha@gmail.com*** In summary, a Procurement-related Complaint may challenge any of the following: 1. The terms of this Request for Proposal 2. The Client's decision to exclude a Consultant from the procurement process prior to the award of contract 3. The Client's decision to award the contract.

Summary Evaluation Sheet

EVALUATION CRITERIA	Max. Weightage	Firm 1		Firm 2,...	
		Rating	Score	Rating	Score
I. Specific experience of the Consultant (as a firm) relevant to the Assignment*	**10.0**				
General Experience in road transport sector	**2.5**				
Specific Experience related to particular assignment	**7.5**				
II. Approach and Methodology	**20.0**				
(a) Understanding of Objectives	**4.0**				
(b) Adequacy and Quality of Methodology	**9.0**				
(c) Work Program	**3.5**				
(d) Clarity and Presentation	**3.5**				
III. Key Experts	**60.0**				
Design Review Staff					
International Key Staff					
1. Team Leader/Senior Highway Engineer	**6**				
2. Hydrologist / Road Drainage Expert	**2**				
3. Certified Road Safety Auditor	**2**				
National Key Staff					
4. Pavement Engineer	**1.5**				
5. Structure Engineer	**1.5**				
6. Geotech Engineer	**1.5**				
Construction Supervision (CRE Team)					
International Key Staff					
7. Chief Resident Engineer / Team Leader*	**8**				
8. Contract Specialist	**5**				
9. Sr. Material Engineer	**5**				
National Key Staff					
10. Monitoring/Planning Engineer	**1.5**				
11. Resettlement and Relocation Specialist	**1.5**				

EVALUATION CRITERIA	Max. Weightage	Firm 1		Firm 2	
		Rating	Score	Rating	Score
12. Social and Communication Specialist	1.5				
13. Environment, Health and Safety Specialist	1.5				
14. Sr. Quantity Surveyor	1.5				
National Key Expert (Construction Supervision)					
15. Resident Engineer	7				
16. ARE (Highways) Engineer I & II	2 x2 =4				
17. ARE (Structure / Bridge) Engineer	2				
18. Material Engineer	2				
19. Environment Specialist (on intermittent basis)	1.5				
20. Slope Stabilization Expert/ Geotech Engineer (on intermittent basis)	1				
21. Drainage Engineer/Hydrologist (on intermittent basis)	1				
22. Quantity Surveyor	1.5				
IV. Transfer of knowledge (training) program**	3				
V. Performance Certification from clients***	2				
VI. Participation by nationals among proposed Key Experts****	5				
TOTAL:	100				

Rating: - Excellent - 100%; Very good – 90-99%; Above Average – 80-89%; Average – 70-79%; Below Average – 1-69%; Non-complying - 0%

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

   Similarity of the project will be assessed based on extent and depth of experience of the consultant and its JV members (any partner of JV should meet the criteria) in similar type of projects under general and specific experience. Each project will be considered for evaluation meeting any of the following conditions:



(i) Road/ Highway having length equal to or greater than **30 km**
(ii) Road/Highway having consultancy cost of equal to or greater than **1.0 million US Dollar (only share of Consultants/ JV member will be considered for evaluation)**.

Sr. No	*Criteria*	*Rating*
1.	*X≥10*	*100%*
2.	*10>X≥8*	*90%*
3.	*8>X≥6*	*80%*
4.	*6>X≥4*	*70%*
5.	*4>X≥2*	*60%*
6.	*X=1*	*50%*
7.	*X=0*	*0%*

X = Number of projects

2. ** The Consultant shall provide detailed relevance of approach and methodology for training program.

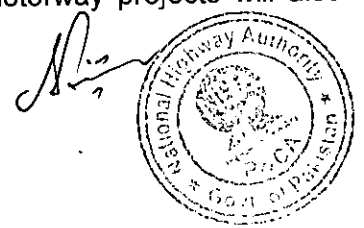
3. *** Performance/ Client Satisfaction Certificates shall be provided for assigning score in evaluation (at least for the last three projects/ assignments competed in the last ten years from the date of submission). The scoring shall be awarded as follows:

No. of Valid Certificates	**Score**
3 or more certificates	2.00 marks (100%)
2 certificates	1.33 marks (66.67%)
1 certificate	0.67 marks (33.33%)
No certificate	0 marks

4. **** Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal.

5. The Key Experts (except Certified Road Safety Auditor) proposed for Design Review shall be the permanent employees of the firm; otherwise, 50% of the marks assigned to that expert shall be deducted from the total.

6. International Experience refers to a Local or Foreign Expert with "International Experience" within the region or outside the region. Experience gained internationally while working with Pakistani or foreign firm will be considered international experience. Further, experience gained locally while working with an international firm (as lead) on motorway projects will also be considered as international experience.



PERSONNEL EVALUATION SHEET

POSITION / AREA OF EXPERTISE	Name	General qualifications (Relevant education and training) Weightage 20%		Adequacy for the Assignment (experience in the sector/similar assignments) Weightage 70%		Relevant experience in the region Weightage 10%		OVERALL RATING (Sum of Weighted Ratings)
(Show all experts to be evaluated)		Percentage Rating	Weighted Rating (A)	Percentage Rating	Weighted Rating (B)	Percentage Rating	Weighted Rating (C)	(A+B+C)
Design Review Staff								
1. **International Key Staff**								
2. Team Leader/Senior Highway Engineer								
3. Hydrologist / Road Drainage Expert								
4. Certified Road Safety Auditor								
National Key Staff								
5. Pavement Engineer								
6. Structure Engineer								
7. Geotech Engineer								
8. **Construction Supervision (CRE Team)**								
9. **International Key Staff**								

POSITION / AREA OF EXPERTISE	Name	General qualifications (Relevant education and training) Weightage 20%		Adequacy for the Assignment (experience in the sector/similar assignments) Weightage 70%		Relevant experience in the region Weightage 10%		OVERALL RATING (Sum of Weighted Ratings)
10. Chief Resident Engineer / Team Leader*								
11. Contract Specialist								
12. Sr. Material Engineer								
13. **National Key Staff**								
Monitoring/Planning Engineer								
14. Resettlement and Relocation Specialist								
15. Social and Communication Specialist								
16. Environment, Health and Safety Specialist								
17. Sr. Quantity Surveyor								
18. **National Key Expert (Construction Supervision)**								
19. Resident Engineer								
20. ARE (Highways) Engineer I & II								
21. ARE (Structure / Bridge) Engineer								
22. Material Engineer								

POSITION / AREA OF EXPERTISE	Name	General qualifications (Relevant education and training) Weightage 20%		Adequacy for the Assignment (experience in the sector/similar assignments) Weightage 70%		Relevant experience in the region Weightage 10%		OVERALL RATING (Sum of Weighted Ratings)
23. Environment Specialist (on intermittent basis)								
Slope Stabilization Expert/ Geotech Engineer (on intermittent basis)								
24. Drainage Engineer/Hydrologist (on intermittent basis)								
25. Quantity Surveyor								

Rating: - Excellent - 100% Very good – 90-99% Above Average – 80-89% Average – 70-79% Below Average – 1-69% Non-complying - 0%



Section 3. Technical Proposal - Standard Forms

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

Checklist of Required Forms

Required FTP, STP or BTP[1]			FORM	DESCRIPTION	Page limit
FTP	STP	BTP			
√	X	X	TECH-1	Technical Proposal Submission Form.	3
√			TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	1 page by each firm
√			Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	1 page by each partner firm
√	X	X	TECH-2	Consultant's Organization and Experience.	As given below
√	X	X	TECH-2A	A. Consultant's Organization	03
√	X	X	TECH-2B	B. Consultant's Experience	02
√	X	X	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	As given below
√	X	X	TECH-3A	A. On the Terms of Reference	03
√	X	X	TECH-3B	B. On the Counterpart Staff and Facilities	03
√	X	X	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	40
√	X	X	TECH-5	Work Schedule and Planning for Deliverables	04
√	X	X	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	08 pages each CV
√		X	TECH-7	Code of Conduct (ESHS)	04

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

[1] Please use appropriate forms (FTP) in accordance with the requirements as per ITC 21.1 of Section 2

Form TECH – 1

Technical Proposal Submission Form

[Location, Date]

To: *[Name and address of Client]*

Dear Sir:

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

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

OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms/individuals as Sub-consultants: [Insert a list with full name and address of each Sub-consultant.]

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by Fund.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by Fund's Policy in regard to sanctionable practices as per ITC 5.

(e) We, including any of our sub-consultants, subcontractors, suppliers or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual



that is subject to, a temporary suspension or debarment imposed by the Fund. Further, we are not ineligible under the Beneficiary's country laws or official regulations or pursuant to a decision of the United Nations Security Council.

(f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]

(g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.

(h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature: _____ *[In full and initials]*

Full name: _____ *[insert full name of authorized representative]*

Title: _____ *[insert title/position of authorized representative]*

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

Capacity: _____ *[insert the person's capacity to sign for the Consultant]*

Address: _____ *[insert the authorized representative's address]*

Phone: _____ *[insert the authorized representative's phone number]*

Email: _____ *[insert the authorized representative's email address]*

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

{For JV, the Authorized Representative must be from the Lead Member.}

Form TECH - 2 (for Full Technical Proposal Only)

Consultant's Organization and Experience

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

A - Consultant's Organization

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

B - Consultant's Experience

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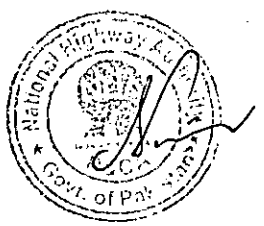
1. List only previous similar assignments successfully completed in the last 10 years.

2. List only those assignments for which the Consultant was legally contracted by the relevant employer as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if requested by the Client. [check this table below - ensure all rows of text are included]

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US$ or applicable currency)/ Amount paid to your firm	Role on the Assignment
[e.g., Jan.2009–Apr.2010]	[e.g., "Improvement quality of.....": designed master plan for rationalization of .;]	[e.g., Ministry of ....., country]	[e.g., US$1 mill/US$0.5 mill]	[e.g., Lead partner in a JV A&B&C]



[e.g., Jan-May 2008]	[e.g., "Support to sub-national government....." : drafted secondary level regulations on.....]	[e.g., municipality of....., country]	[e.g., US$0.2 mil/US$0.2 mil]	[e.g., sole Consultant]



Form TECH - 3 (for Full Technical Proposal)

Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Client

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

A - On the Terms of Reference

[Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Include comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.]

Form TECH - 4 (for Full Technical Proposal Only)

Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

---

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

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

a) ***Technical Approach and Methodology***. [Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.]

b) ***Work Plan***. [Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]

c) ***Organization and Staffing***. [Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.]



Form TECH - 5 (for FTP, STP and BTP)

Work Schedule and planning for deliverables

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

Note:

1. Duration of activities shall be indicated in a form of a bar chart. (The Consultant are encouraged to prepare a bar chart using either Primavera or MS Project)
2. Include a legend, if necessary, to help read the chart.

[2] List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.



Form TECH - 6 (for FTP, STP and BTP)

Team Composition, Assignment, and Key Experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)								Total time-input (in Months[3])		
		Position		D-1	D-2	D-3	.....	D-...		Home	Field	Total
KEY EXPERTS[4]												
K-1	{e.g., Mr. Abbbb}	[Team Leader]	*[Home[5]]* *[Field]*	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [0]						
K-2												
K-3												
n												
								Subtotal				
NON-KEY EXPERTS												
N-1			*[Home]* *[Field]*									
N-2												
n												
								Subtotal				
								Total				

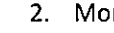
[3] Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

[4] For Key Experts, the inputs should be indicated individually for the same positions as required under Data Sheet ITC 21.1.

[5] "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Note:

1. For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
2. Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
3. "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.
4. In addition to above, the Consultant are required to prepare "Staffing Schedule" in a form of a bar chart (Preferably using Primavera or MS Project).


Full time input


Part time input



Form TECH - 6 (Continued)

Curriculum Vitae (CV)

Position Title and Number	*[e.g., K-1, TEAM LEADER]*
Name of Expert:	*[Insert full name]*
Date of Birth:	*[day/month/year]*
Country of Citizenship/Residence	
Name of the Firm	
Year with the Firm	

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

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

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

Membership in Professional Associations and Publications: _____

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

Adequacy for the Assignment:

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

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

Certification:

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

(i) this CV correctly describes my qualifications and experience;

(ii) I am not a current employee of the Executing agency;

(iii) I was not part of the team who wrote the terms of reference for this consulting service assignment;

(iv) I do not have conflict of interest in accordance with ITC 3.1;

(v) I am not subject to any national or international sanctions, temporary suspension or debarment by Fund or other International Financial Institutions (IFIs);

(vi) I certify that I have been informed by the firm that it is including my CV in the Proposal for the [*insert name of the project and contract*]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementing arrangements and schedule set out in the Proposal;

(vii) I can accept payments through the international banking system or otherwise discharge Fund's obligation upon initiation of wire transfer; and

(viii) I understand that it is my obligation to notify the Client and the Fund, should I become subject to any national or international sanction, including becoming ineligible to work with Fund or other IFIs, cannot accept payments through the international banking system, should integrity issues including conflict of interest arise and/or should we or the proposed consultant be convicted of any offence excluding minor traffic violations.

If the answer to any of the declaration above is NO, please provide details:

I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Fund.

[day/month/year]

Name of Expert	Signature	Date

[day/month/year]

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



Form TECH - 7 (for FTP and STP)

Code of Conduct for Experts

Environmental, Social, Health and Safety (ESHS) Form

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. *However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.*

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.



CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
    (a) ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
    (b) wearing required personal protective equipment; and
    (c) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;



9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Consultant's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.
There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)



ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

1. **Examples of sexual exploitation and abuse** include, but are not limited to:
   - An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
   - An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
   - An Expert rapes, or otherwise sexually assaults a member of the community.
   - An Expert denies a person access to the Site unless he/she performs a sexual favor.
   - An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.
2. **Examples of sexual harassment in a work context**
   - An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
   - When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is "asking for it" because of how he/she dresses.
   - Unwelcome touching of an Expert or Employer's Personnel by another Expert.
   - An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.



Section 4. Financial Proposal - Standard Forms

[This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

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

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

FIN - 1 Financial Proposal Submission Form

FIN - 2 Summary of Costs

FIN - 3 Breakdown of Remuneration

FIN - 4 Reimbursable expenses



Form FIN - 1

Financial Proposal Submission Form

[Location, Date]

To: *[Name and address of Client]*

Dear Sir:

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

Our attached Financial Proposal is for the amount of [Indicate the corresponding to the amount(s) currency(ies)] [Insert amount(s) in words and figures], *[Insert "including" or "excluding"]* of all indirect local taxes in accordance with Clause 25 in the Data Sheet. The estimated amount of local indirect taxes is *[Insert currency] [Insert amount in words and figures]* which shall be confirmed or adjusted, if needed, during negotiations. [Please note that all amounts shall be the same as in Form FIN-2].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Data Sheet, ICT 12.1.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Fund, or a debarment imposed by other International Financial Institutions. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

If under ongoing investigation and/or sanction proceedings by the Fund or any other International Financial Institutions, please state details:

(i) name of the International Financial Institutions: _____

(ii) reasons for the ongoing investigation: _____

During the course of this registration or any engagement, we can accept electronic payments through the international financial system or otherwise discharge Fund's obligations upon initiation of wire transfer and it is our obligation to notify the Client and Fund if we cannot accept electronic payments through the international financial system or otherwise discharge Fund's obligations upon initiation of wire transfer.

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



Name and Address of Agent (s)/Other Party	Amount and Currency	Purpose

[If no payments are made or promised, add the following statement: "No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, Contract execution"].

We agree to permit Fund or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by Fund. We understand that failure to comply with this obligation may constitute "obstructive practice" that may result in debarment and/or contract termination, if awarded.

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

We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to automatic rejection of our proposal or cancellation of our contract, if awarded, and may result in further remedial actions, in accordance with Fund's Anticorruption Policy and Integrity Principles and Guidelines, both as amended from time to time.

We remain,

Yours sincerely,

Authorized Signature: _____ *[In full and initials]*

Full name: _____ *[insert full name of authorized representative]*

Title: _____ *[insert title/position of authorized representative]*

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

Capacity: _____ *[insert the person's capacity to sign for the Consultant]*

Address: _____ *[insert the authorized representative's address]*

Phone: _____ *[insert the authorized representative's phone number]*

Email: _____ *[insert the authorized representative's email address]*

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



Form FIN - 2 Summary of Costs

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**; delete columns which are not used}			
	{Insert Foreign Currency # 1} **US Dollar**	*{Insert Foreign Currency # 2, if used}*	*{Insert Foreign Currency # 3, if used}*	**Pakistani Rupees**
Cost of the Financial Proposal		**N/A**	**N/A**	
Including:		**N/A**	**N/A**	
(1) **Remuneration**		**N/A**	**N/A**	
(2) **Reimbursables**		**N/A**	**N/A**	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}		**N/A**	**N/A**	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}		**N/A**	**N/A**	
(ii) {insert type of tax}		**N/A**	**N/A**	
Total Estimate for Indirect Local Tax:		**N/A**	**N/A**	



Footnote: Payment will be made in the currency(ies) expressed above (Reference to ITC 16.4)

Form FIN-3 Breakdown of Remuneration[6]

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	*{Currency # 1- as in FIN-2}*	*{Currency # 2- as in FIN-2}*	*{Currency# 3- as in FIN-2}*	*{Local Currency- as in FIN-2}*
	Key Experts							
K-1			*[Home]*					
			[Field]					
K-2								
	Non-Key Experts							
N-1			*[Home]*					
N-2			*[Field]*					
				Total Costs				

[6] In the case of selections that do not include cost as an evaluation factor (i.e. QBS, CQS, and SSS), an expanded version of this Form may be used to add columns to show social charges, overhead, other charges (such as premium for field assignments in difficult locations) and the multiplier

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

1.1 The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2 If the *RFP* requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the *RFP* requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3 At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4 Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the Salary and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

NOT APPLICABLE

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

Acceptable (e.g., UNDP) standard rates for the particular country may be used as reference to determine subsistence allowances.

NOT APPLICABLE



Sample Form

Consultant: Country:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away-from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____

[Name of Consultant]

_____ _____

Signature of Authorized Representative Date

Name: _____

Title: _____



Model Form I

Consultant's Representations Regarding Costs and Charges
(Expended form to FIN – 3 for QBS, CQS and SSS)

[expressed in _____ (insert name of the currency[7])]

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges[8]	Overhead[1]	Subtotal	Profit[9]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Client's Country									

[7] If more than one currency is used, use additional table(s), one each for each currency.
[8] Expressed as percentage of 1
[9] Expressed as percentage of 4

Form FIN - 4 Breakdown of Reimbursable Expenses

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts.

B. Reimbursable Expenses

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2} **US Dollar**	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN-2} **PKR**
1	{e.g., Per diem allowances**}	{Day}				N/A	N/A	
2	{e.g., International flights}	{Ticket}				N/A	N/A	
3	{e.g., In/out airport transportation}	{Trip}				N/A	N/A	
4	{e.g., Communication costs between Insert place and Insert place}					N/A	N/A	
5	{ e.g., reproduction of reports}					N/A	N/A	
6	{e.g., Office rent}					N/A	N/A	
	.....					N/A	N/A	
7	**Design Review Fee** (This cost for Design Review services must be inclusive of all applicable taxes, Remuneration, Salary Costs, Direct Non-Salary Costs etc.)	{Lump-sum}				N/A	N/A	

National Highway Authority P&CA Govt. of Pakistan

8	High-end laptop with Intel Core i7 or Intel Core i9 latest-generation processor, 32 GB RAM, 1 TB NVMe solid-state drive, dedicated graphics card with 6 GB to 8 GB memory, 15.6-inch or 16-inch Full High Definition / 2K / 4K display, Wi-Fi 6, Bluetooth, USB Type-C / Thunderbolt port, High-Definition Multimedia Interface port, backlit keyboard, fingerprint reader, high-capacity battery or equivalent (for Procurement Support P&CA Section)	{Lump-sum}		01	_____	N/A	N/A	
9	42-inch monitor screen with 4K Ultra High Definition 3840 × 2160 resolution, 60 hertz refresh rate or higher, High-Definition Multimedia Interface and DisplayPort ports or equivalent (for Procurement Support P&CA Section)			01	_____			
10	Provision of Black & White A4 Laser Printer (Ricoh P 311 or Equivalent) (for Client Office (P&CA) NHA) Minimum Technical Specification: Condition: Brand new, unused, latest model; Printing Technology: Laser, black & white; Paper Size: A4 (minimum), Letter and Legal support Print Speed: Minimum 32 pages per minute (A4); Print Resolution: Minimum 1200 × 1200 dpi; Automatic Duplex Printing: Yes (standard); Connectivity: Ethernet and Wireless LAN (Wi-Fi); Toner: Approximately 7,000 pages or more and Toner must				_____			

	be easily available in local market (for Procurement Support P&CA Section)							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend: "Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling

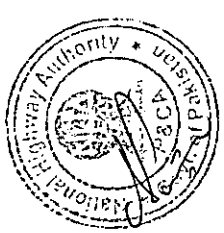
Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under ITC 6.3 2 (a): "none

Under ITC 6.3.3 (b): none"

EXCEPTIONS: In the case of co-financed Projects, the Fund may agree to adopt restrictions imposed by other co-financer (s) in addition to ITC 6.3.2.



Section 6. Corrupt and Fraudulent Practices

(This Section 6, Corrupt and Fraudulent Practices shall not be modified)

1. Purpose

1.1 The Anti-Corruption Procedures including Guidelines on Procurement Integrity and this annex apply with respect to procurement under the Fund's Project financing operations.

2. Requirements

2.1 The Fund requires that Beneficiaries as well as firms, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of Fund financed contracts[10]. In pursuance of this policy, the requirements of Fund's *Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in Fund Financed Projects* and sanctions procedures shall be observed at all times.

2.2 To this end, the Fund:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) **Corrupt Practice** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) **Fraudulent Practice** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) **Collusive Practice** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) **Coercive Practice** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) **Obstructive Practice** is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation; or making false statements to investigators in order to materially impede the Fund investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or an acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under sub-paragraph (e) below.

---

[10] In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.



(b) Will reject a proposal for award if the Fund determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Fund determines, at any time, that representatives of the Beneficiary or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to address such practices when they occur, including by failing to inform the Fund in a timely manner at the time they knew of the practices;

(d) Pursuant to the Fund's *Sanction policy and related Procedures* any firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from the Fund-financed contract, financially or in any other manner;[11] (ii) to be a nominated[12] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded Fund-financed contract; and (iii) to receive the proceeds of any loan made by the Fund or otherwise to participate further in the preparation or implementation of any Fund-financed project;

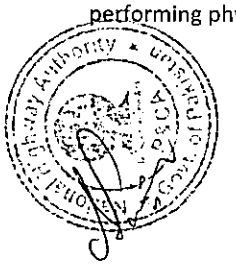
(e) Requires that a clause be included in request for proposals documents and in contracts financed by the Fund, requiring (i) bidders (applicants/proposers), consultants, contractor, supplier, agents, personnel, permit the Fund to inspect[13] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Fund.

---

11 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

12 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

13 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information



Section 7. Terms of Reference



Design Review and Supervision Consultant for M-6 (Hyderabad – Sukkur Motorway) Section-III (Nawabshah to Noushero Feroz Section 64.61 Km)

TERMS OF REFERENCE (TOR)

Funded by:
Organization of the Petroleum Exporting Countries (OPEC) Fund for International Development

Implemented by:
National Highway Authority, Ministry of Communication, Government of Pakistan

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CHAPTER-1
INTRODUCTION

1.1 Overview

A robust and efficient transportation network is a cornerstone of national economic development. The establishment of such infrastructure is critical for a country's growth and economic vitality. Recognizing this, National Highway Authority (NHA), Ministry of Communication, Government of Pakistan, intends to construct Sukkur–Hyderabad Motorway (M-6). The six-lane, 306 Km long controlled-access motorway will form a critical connection between the port city of Karachi and the nation's interior, thereby facilitating trade links with the People's Republic of China, Afghanistan, and the Central Asian States. As the final segment of the Peshawar-Karachi Motorway (PKM), the M-6 project represents a transformative infrastructure initiative for Pakistan.

The M-6 Motorway originates at Km 130+000 of the existing Karachi-Hyderabad (M-9) Motorway and terminates at the commencement of the Sukkur-Multan (M-5) Motorway. Its route traverses multiple urban centers, including Jamshoro, Hala, Nawabshah, Dadu, Moro, Naushahro Feroze, Mehrabpur, Rasoolpur, Larkana, Khairpur, and Sukkur. The project design incorporates major interchanges at key points: the origin with the M-9, the Indus Highway (N-55) at Jamshoro, the National Highway (N-5) near Hyderabad and Nawabshah, and at the cities of Hala, Dadu, Miranpur, Mirabpur, Rasoolpur, and Khairpur, concluding with a terminal interchange at Sukkur. To ensure construction efficiency and permit phased development, the project is structured into following sections:

I. Hyderabad to Tando Adam (57.38 Km).
II. Tando Adam to Nawabshah (63.51 Km)
III. Nawabshah to Noushero Feroz (64.61 Km)
IV. Noushero Feroz to Ranipur (60.90 Km)
V. Ranipur to Rohri (59.88 Km)

Due to the Government of Pakistan's financial constraints, the National Highway Authority (NHA) is pursuing the M-6 Motorway through a multi-modes financing strategy, including hybrid models, foreign investment, and Public-Private Partnerships (PPP). Islamic Republic of Pakistan has applied for financing from the OPEC fund for international developing (here after OPEC fund) toward the construction of the Nawab Shah to Noushero Feroz, section III (64.61 Km) of M-6. The project will be jointly co-financed by the Saudi Fund for development.

Established in 1976, the OPEC Fund for International Development has a unique global mandate to provide financial assistance from its member states solely to non-member countries. In partnership with the international development community, it aims to stimulate economies, empower people, and strengthen communities in the developing world. The OPEC Fund for International Development actively supports Pakistan's economic development and social progress through concessionary loans and grants for projects across key sectors. The OPEC Fund's support for Pakistan is people-centered, targeting essential needs and aligning with Sustainable Development Goals. Key assistance includes a loan for the Mohmand Dam to boost hydropower, water supply, and flood control; fast-track loan for COVID-19 response, funding health infrastructure, cash transfers, and business subsidies; and emergency grants for disasters like the 2022 floods.

Motorway between Nawabshah and Naushahro Feroze would be a transformative investment, catalysing multi-faceted development across the region. Ultimately, the OPEC funding would not just build a road, but would lay the foundation for a dynamic economic zone, fostering sustainable growth, poverty alleviation, and improved living standards for millions of peoples of the district by strategically leveraging the unique strengths of both cities. Upon completion, the motorway is projected to substantially reduce travel time, enhance road safety, stimulate economic growth, and improve the efficiency of trade logistics from Karachi Port to the interior of Pakistan and international borders.

This Terms of Reference (TOR) pertains to hire a consultancy firm (the "Consultant") for the purpose of carrying out design review and construction supervision of Nawabshah to Noushero Feroz (64.61 km), Section III of Hyderabad – Sukkur Motorway (M-6).

1.2 NEED OF ASSESSMENT

Section III of Hyderabad – Sukkur Motorway (M-6) connecting Nawabshah and Noushero Feroz is a critical infrastructure necessity to fully unlock the region's integrated economic potential. A motorway connecting Nawabshah and Noushero Feroz is a strategic imperative to bridge the economic and logistical gap between these two powerhouses. Currently, the potential synergy between Nawabshah and Noushero Feroz industrial output vast distribution networks and urban markets remains underutilized due to inadequate road links. A modern motorway would dramatically reduce travel time, providing industries with efficient, high-speed access to national transport corridors, ports, and trade routes.

Simultaneously, it would unlock a massive tourism potential. This vital infrastructure would not just connect two towns; it would fuse a center of culture and production with a center of commerce and distribution, catalyzing regional development, attracting investment, and creating a more integrated and prosperous economic zone in northern Sindh.

The M-6 Motorway will establish unified, high-speed connectivity between Hyderabad the second-largest city in Sindh and the major commercial center of Sukkur. More than a mere highway, this project constitutes a strategic investment in Pakistan's economic future, engineered to facilitate the movement of goods and people, stimulate trade, and enhance logistical efficiency. By bridging this critical gap in the nation's infrastructure, the M-6 is dignified to play an indispensable role in consolidating Pakistan's national transportation network. The anticipated benefits of construction of M-6 are multifold, encompassing:

a) The M-6 Motorway constitutes the final segment required to complete the 1,800-kilometer Peshawar-Karachi Motorway (PKM), a vital artery for uninterrupted national freight and passenger movement. Its completion will establish continuous, high-speed connectivity between the Port of Karachi and key metropolitan centers, including Lahore, Islamabad, and Peshawar. The corridor is projected to reduce travel time between Hyderabad and Sukkur from over six hours to approximately 3.5 hours, significantly enhancing logistical efficiency. Furthermore, the motorway will fortify Pakistan's position within regional trade networks by strengthening international linkages with China, Afghanistan, and Central Asia.

b) The initiative is expected to generate substantial employment opportunities throughout its construction and operational phases, providing direct socioeconomic benefits to local communities. Enhanced road infrastructure will improve access to essential services such as healthcare, education, and emergency response for populations along the corridor. By connecting rural and semi-urban areas to major commercial hubs, the project will foster local economic development and contribute to elevated living standards.

c) The access-controlled, high-speed design of the motorway will facilitate faster transit times, lower fuel consumption, reduced vehicle operating costs, reduced traffic congestion, and a corresponding decrease in greenhouse gas emissions. Currently, the overburdened National Highway (N-5) serves as the primary route between Hyderabad and Sukkur, which is characterized by high accident rates and impeded cargo movement. The M-6 will alleviate this congestion by diverting heavy-goods vehicles, ensuring safer and more efficient travel. Incorporating controlled access, modern safety features, and dedicated

service areas is anticipated to significantly reduce accident frequency and enhance overall travel comfort.

d) The segregation of traffic flows, combined with strategically located emergency response centers, will substantially elevate road safety standards along the corridor.

e) A fully operational, high-speed motorway network is critical for optimizing the national freight logistics chain and enhancing trade efficiency. This is particularly salient within the framework of the China-Pakistan Economic Corridor (CPEC), where the M-6 will function as a key conduit for regional commerce.

f) The province of Sindh, a hub for agriculture, industry, and commerce, is critically dependent on efficient transport links. The M-6 will expedite market access for businesses, thereby boosting industrial activity in urban centers such as Hyderabad, Tando Adam, Nawabshah, Moro, Khairpur, and Sukkur. The project is poised to stimulate broader economic growth by attracting investment in real estate, logistics, and industrial zones along its route. Concurrently, improved accessibility is expected to enhance provision of healthcare and education services for the population of interior Sindh, while also promoting local business and tourism.

g) The implementation of advanced systems including an Intelligent Transportation System (ITS), modern tolling, comprehensive surveillance, and the construction of numerous river crossings and major structures will facilitate significant technical skills transfer and enhance the engineering capabilities of Pakistan's workforce.

h) By diverting a substantial volume of traffic from the National Highway (N-5), the M-6 will alleviate congestion on the existing infrastructure. This reduction in load will result in less frequent road damage and lower long-term maintenance requirements for the N-5.

1.3 PROJECT DEFINITION

Construction of Nawabshah to Noushero Feroz (64.61 km), section III of Hyderabad – Sukkur Motorway (M-6).

1.4 Technical parameters

Technical Parameters are attached at **Annex-I**

1.5 PROJECT OBJECTIVES:

The primary objectives of the project are:

a) To ensure the seamless flow of traffic along the Hyderabad–Sukkur segment of the Peshawar-Karachi Motorway (PKM).
b) To establish an intelligent, high-efficiency transport corridor that serves domestic and international traffic, thereby fostering balanced and sustainable economic development across Pakistan through tangible benefits such as minimized vehicle operating costs and intangible gains like time savings and congestion-free access.
c) To finalize the Peshawar-Karachi Motorway (PKM) by constructing its last segment, thereby guaranteeing seamless national road connectivity, reinforcing the transportation network between the provinces of Sindh, Punjab, and Khyber Pakhtunkhwa, and linking major urban and industrial centers to enhance the movement of goods, passengers, and commerce.
d) To augment regional economic integration by improving transportation efficiency for industries, thereby reducing freight costs, bolstering competitiveness, and supporting key sectors such as agriculture, manufacturing, and trade through streamlined logistics for raw materials and finished goods.
e) To stimulate long-term economic growth by attracting private investment in industrial zones, logistics hubs, and real estate developments along the motorway corridor.

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National Highway Authority
P&CA
Govt. of Pakistan

CHAPTER NO.2

DESCRIPTION OF THE PROJECT

2.1 Location of the project

The project Section-III from Nawabshah to Noushero Feroz (64.61 Km) is located in Sindh Province of Pakistan. The location is shown in Figure 2-1.

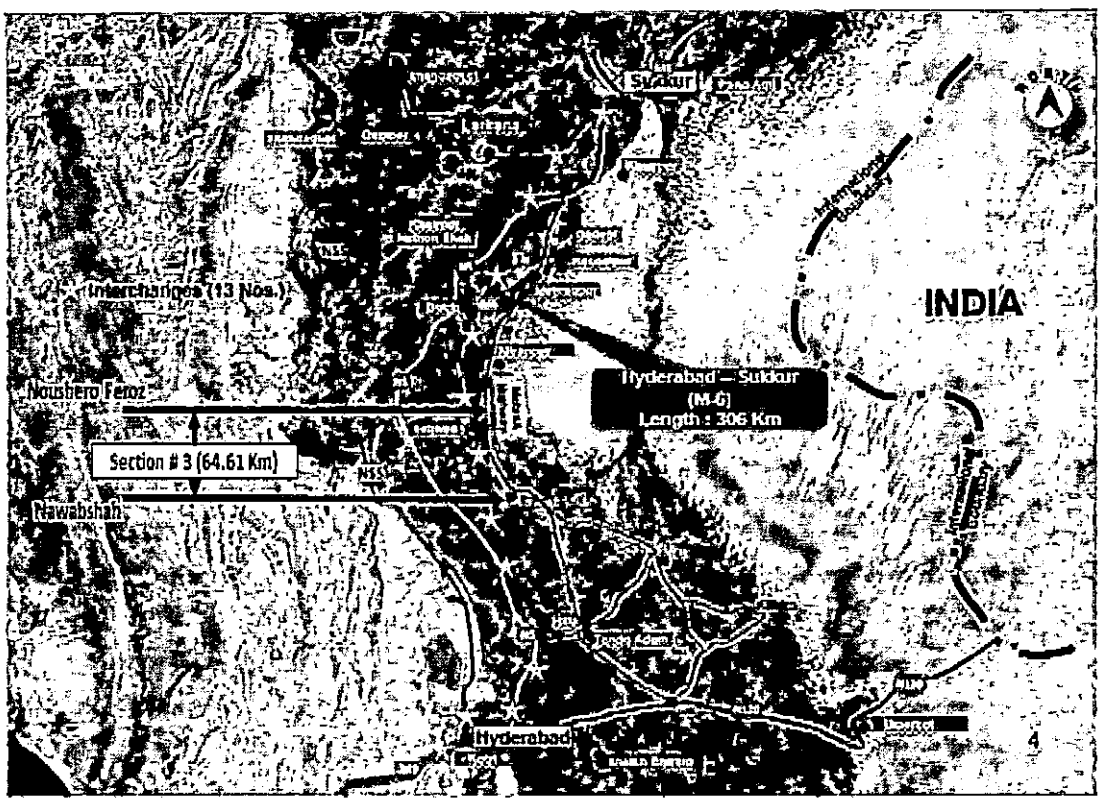

Figure-2-1 Location of Section III

2.2 Consultant Services

The Consultant will be responsible for the design review and construction supervision of Section III of M-6. The consultant will (but not limited to):

a) Review all the design elements of section III of M-6.
b) Supervise the construction of section III of M-6.
c) Demonstrate a comprehensive quality control and quality assurance process for the motorway design and supervision.
d) Supervise Contractor's Traffic management and comprehensive plan for diverting traffic keeping in view of the traffic safety and will assure same during the construction supervision.
e) Facilitate the NHA in implementing and monitoring the Resettlement and Relocation (R&R) of informal settlers and entities operating within the right-of-way as per the RAPs if applicable (to be confirmed as per

ongoing ESIA studies) and will facilitate regarding any social issue arising during the construction.

f) Assure safety of human life including client, contractor and consultant's own staff during execution of civil work and diversion traffic (when and where required).

g) Supervise occupational and community health, and safety management plans of the contractor to protect health and safety of the Employer, the Contractor, workers, the Engineer and the members of the communities in close proximity of worksites during construction including traffic safety, and sexual exploitation abuse/sexual harassment (SEA/SH).

h) Review and clear the Contractor's OHS, Community Health and Safety and Traffic Management Plans (including camp and labour influx management);

i) Supervise their implementation on site;

j) Oversee implementation of the SEA/SH action plan (code of conduct, training, confidential reporting and referrals); and

k) Ensure that serious incidents (fatalities, serious injuries, major pollution events, serious SEA/SH allegations) are promptly notified to NHA and co-financiers, with corrective actions.

l) Assure environmental management during pre-construction, construction and decommissioning as per the Contractor's Environmental and Social Management Plan (C-ESMP).

m) Review, clear and periodically seek updates of the contractor's C-ESMP and related topic-specific plans (waste and spoil, borrow areas and quarries, noise and vibration, biodiversity/vegetation clearance, cultural heritage/chance finds, etc.), carry out regular E&S site inspections, document non-compliances and track corrective actions to closure, including climate and flood-risk measures identified in the ESIA and other pertinent studies.

n) Comply all services related to Environmental and Social Requirements with:

   (i) Applicable Pakistani law and regulations;

   (ii) The approved ESIA and associated E&S instruments (ESMP, LMP, SEP, etc.);

   (iii) The environmental and social requirements of co-financiers, including the OPEC Fund ESG Policy and Environmental and Social Exclusion List (ESEL).

o) Assist NHA in audit of the project. The consultant will be equally responsible for any ambiguity. The assistance of consultant will remain intact up to settlement of audit para.

p) Prepare revised PC-I up to approval and coordination with original Design consultant (if required) (cost will be built in its bid).
q) Prepare PC-IV (up to approval) (cost will be built-in its bid).
r) Final Payment Shall not be processed until PC-IV and PC-V prepared & processed.
s) Provide along with the hard copies dually certified soft/scanned copies of all the documents prepared/used/referred etc. during the contract period. The soft/scanned copies shall be stored in the appropriate storage media like external hard disk in a secure and structured manner. The scanned copies must have proper file names/titles etc. in appropriate folders for quick retrieval. The soft/scanned provided by the consultant must have third party certification and traceability. The consultant will be responsible for maintaining confidentiality of the record of the project.
t) Be responsible for quality of work, timely execution (details are given in other chapters of TOR). However, it is highlighted that all expenditure for preparation of Revised PC-I and PC-IV up to approval from concerned forum will be built-in the consultants bid.
u) Be responsible to client without any extra expenditure in settlement of Audit Para's, preparation of Revised PC-I and PC-IV even after conducting construction activities up to finalization and approval of all subject documents.

2.3 TIME OF START

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

2.4 TIME OF COMPLETION

The period of implementation for the project is 30 months.

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CHAPTER NO. 3
DESIGN REVIEW

3.1 INTRODUCTION

This chapter presents detailed scope of services in respect of design review, to be carried out by the Consultant under the supervision of NHA project authorities [GM(Project) or Project Director]. The consultant will submit all deliverables to the project authorities, and the project authorities will be required to ensure that the services are carried out by the consultant in a timely manner in accordance with project requirements, duly keeping in view the approved PC-I.

3.2 OBJECTIVES

The main objective of design review is to identify and accordingly address any discrepancies, ambiguities, deficiencies, errors/omissions in detailed design drawings and supporting reports in an unbiased manner to ensure the following:

- Improvement/optimization of design without any compromise on safety, soundness, and economy.
- Validity, practicality, and completeness of design.
- Compliance of design with applicable design codes, standards, policies, specifications, SoPs, and approved PC-I.
- Consistency between detailed design drawings and supporting reports.

3.3 SCOPE OF SERVICES

Consultant will be responsible for coordination among all stakeholders. Major tasks in scope of services include but are not limited to following:

a) Kick-off Meeting & Site Visit

The Consultant will hold kick-off meeting with NHA project authorities, and present approach & methodology along with detailed timelines for carrying out services under this ToR. Any other aspects may also come under discussion. Project authorities will issue Minutes of Kick-off Meeting. Subsequently, the Consultant will coordinate with the project authorities and conduct a detailed site visit. A **Site Visit Report** will subsequently be submitted by the Consultant.

b) Data Collection

The Consultant will develop effective liaison with the Design Consultant (M/s NESPAK) to collect all design data, reports, documents, and drawings to initiate design review in a timely manner. The project authorities will be required to check and ensure that the Design Review Consultant develops close liaison with the Design Consultant and collects relevant records in a timely manner.

c) Inception Report

The Consultant will carry out review of documents to determine appropriate Criteria, Codes, Standards, and Policies for Design Review to ensure that the Design Review Criteria is in complete harmony with the original Design Criteria.

The Consultant will prepare and submit **Draft Inception Report** to project authorities which should contain but not necessarily limited to initial review findings and the recommended Design Review Criteria, Codes, and Standards etc. along with clear-cut recommendations.

The project authorities will develop direct timely liaison with Design Consultant and seek their comments/action on Draft Inception Report and then share their comments with Design Review Consultant for consideration and further appropriate action.

Subsequently, **Final Inception Report** will be prepared and submitted by the Design Review Consultant to project authorities.

d) Joint Cross-Sections

The project authorities may task the Consultant to read joint cross-sections with the Contractor by undertaking all necessary activities, especially related to traverse control network and benchmarks etc. besides other benefits, this may also help in verifying and improving the accuracy of BoQ.

e) Design Review Report

The review/supervision consultant will carry out comprehensive reviews of all drawings/ documents duly considering the approved PC-I, and site requirements/conditions, and accordingly update/revise, if required, the detailed design. The aspects to be reviewed, checked, and updated include but NOT limited to the following: -

- Geometric design / Plan & Profile and supporting documents viz. Geometric Design Report, Topographic Survey Report and Plans (including validation of benchmarks/ monuments / Traverse control points, and addressing any errors in horizontal & vertical control etc.)
- Pavement design and related documents e.g. Traffic & Axle Load Survey, Soil & Material Investigation.
- Structural design and available supporting investigations e.g. Geotechnical Investigation Report.
- Cross-drainage and road surface drainage and supporting studies e.g. Hydrology & Hydraulic Study Report. The consultant will be responsible for comprehensively updating the Hydrology & Hydraulic Study Report and subsequently incorporating all necessary revisions into the detailed design to ensure climate and flood resilience.
- Environmental impact / management aspects. The consultant will verify that all ESIA/ESMP mitigation measures are appropriately integrated into detailed design, drawings, technical specifications and

BoQ (e.g. drainage and flood-protection measures, safe access and crossings for local communities, noise abatement near sensitive receptors, fencing, emergency lanes, landscaping and erosion control). This will help avoid late design changes and variations.

- Road Safety aspects / features.
- Bill of quantities / Engineer's Estimate.
- Any other aspects not covered above.

A **Draft Design Review Report** will be prepared and submitted to project authorities which should be self-explanatory and identify any discrepancies, deficiencies, errors/omissions in the design along with clear-cut recommendations and related cost effect (if any).

The project authorities will develop direct liaison with Design Consultant and seek their comments/action in light of Draft Design Review Report and then share the same with Design Review Consultant for consideration and further appropriate action.

Subsequently, **Final Design Review Report** will be prepared and submitted by the Design Review Consultant to project authorities. Any need for revision of PC-I will be identified in a timely and responsible manner and appropriate action taken accordingly.

f) Construction Drawings

Construction Drawings, complete in all respects, duly including any revisions, will be prepared by the review/supervision consultant in a timely manner, and subsequently issued by "The Engineer" to the Contractor under relevant Conditions of Contract.

g) Audit Observations/Inquiries etc.

The Consultant will actively assist NHA in addressing any audit observations/inquiries/investigations related to design review aspect, when and where required.

3.4 DELIVERABLES & MODE OF PAYMENT

The Consultant is required to quote Lump Sum (LS) cost for the services mentioned in preceding paras by keeping in view that these services may be spread on the whole project duration. The LS cost must be exhaustive i.e., inclusive of all taxes, direct & indirect costs etc. The mode of payment is as under: -

Sr. No.	Deliverable / Service	Percentage of 'Lump Sum Cost'
(i)	Draft Inception Report	2.50%
(ii)	Final Inception Report	2.50%
(iii)	Draft Design Review Report	15.00%
(iv)	Final Design Review Report	30.00%
(v)	Construction Drawings	40.00%

	Note: As preparation of Construction Drawings will be an ongoing/progressive activity, therefore the project authorities may develop further breakdown for payment against this activity in order to suit project requirements and timelines.	
(vi)	Final Sets of hard & soft copies of all deliverables listed in Sr (i) to Sr (v) above:	-
	Five (05) signed & stamped hard copies	*5.00%*
	Five (05) USBs containing soft copies (signed & stamped PDF format)	*2.50%*
	Five (05) USBs containing soft copy (Original editable format)	*2.50%*
	Total	**100.00%**

Payment will be processed/approved by Project Authorities by keeping in view the following: -

A. Any service reflected in ToR but not mentioned in Mode of Payment or vice versa should be duly carried out without failure. Moreover, if any service is mentioned in ToR but not reflected in Mode of Payment then its cost will be deemed to be built-in the services mentioned in the Mode of Payment.
B. A checklist should be attached by the consultant with each submission/deliverable which should correctly correlate the deliverable to the requirements spelled out in ToR.
C. Upon initial submission of deliverables, partial payment up to 50% may be approved by project authorities of NHA. Remaining payment against any deliverable/service may be approved when the following conditions are fulfilled:
   1. The consultant certifies that the deliverable is complete & correct in all respects, and compliant with the ToR, duly indicating any exceptions/deviations from ToR. If the consultant fails to provide said certificate or the final deliverable has any quality issues, then partial or full payment against the deliverable may be deducted besides adverse performance rating of consultant. This deduction will not absolve the consultant of any penalty on account of delayed submissions.
   2. The consultant certifies that comments (if any) from the Design Consultant and project authorities have been duly considered and incorporated where agreed.

3.5 LIABILITY

The review/supervision will be solely responsible for the accuracy, adequacy, safety, and economy of any revisions, additions, or design elements prepared or incorporated by them. Any review, comment, or non-objection by the original design consultant shall not be deemed approval and shall not transfer or dilute the review/supervision consultant's responsibility or liability for such revisions. The original design consultant shall remain liable only for the original design as prepared by them.

3.6 MANPOWER REQUIREMENT

For technical evaluation, the Consultant will provide CVs of the following key staff:

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

***

CHAPTER NO.4

CONSTRUCTION SUPERVISION

4.1 DETAILED SCOPE OF WORK COVERING CONSTRUCTION SUPERVISION FOR SUPERVISORY CONSULTANT

4.1.1 Supervision Manual

Within three (3) months after signing the Contract, or otherwise agreed with the NHA, but not later than two weeks prior to the commencement of construction works, the Consultant shall produce a Supervision Manual which includes but not limited to the following:

- Construction quality and quality assurance.
- Organization of site daily supervision (including team composition).
- Standard formats (correspondence, notifications, diaries, acts) to be used.
- Standard tests and forms.

4.1.2 Activities during the construction

The Consultant shall carry out the Construction Supervision in accordance with the FIDIC Red book Edition, 2017, appointed by the Employer (NHA) to act as Engineer for purpose of this Contract. The Consultant will ensure the mobilization of site-specific supervision teams for the supervision for the Project works as per the Contract.

4.1.3 Responsibilities

The responsibility of supervision shall rest with the Engineer as per FIDIC condition of contractor who shall issue instructions in writing to the Supervisory Consultants for the supervision of works as per the Contract. As the Engineer's Representative, the Consultants' authorized representative and other staff will implement the Works Contract and ensure that the Works are constructed in accordance with its provisions. The Consultant will have all the powers defined in the FIDIC Conditions of Contract as being the Engineer / Engineer's Representative. Supervisory Consultants shall carry out a revision in the plans and specifications as required by the Engineer and prepare all change orders instantly thereto and shall further assist the Engineer in negotiations necessary for execution of the

changes. Such revisions shall be encouraged which result in improved project performance, in accordance with the plans and conforming to the specifications.

The Supervisory Consultants shall carry out (but not limited to) the following tasks:

a) Make sure execution of works professionally as per design, standards, specification and technical construction drawings.

b) Intimate NHA in each matter and must obtain formal approval from NHA to proceed in the matter.

c) Assure quality of the works during execution by using suitable and tested construction material as per contract provision.

d) Ensure the good quality construction survey work, levels and grade achieved during and after construction.

e) Make sure the continuous supervision/inspection of the soils, materials construction operations and the works with regard to workmanship and compliance with the specifications.

f) Certify the payment bills of Contractor according to the approved procedure and also maintain the payment record maintaining consolidated project accounts and assist NHA for settlement of Audit Para's.

g) When and where required work closely with NHA, Construction Contractor(s),to improve the safety and efficiency of the Traffic Management Plans (TMPs) during construction. Make sure the existing traffic management and safety plan all times in a safe and secure manner. The TMPs should also minimize the disruptions to travelers and communities.

h) Monitor and appraise progress of the works for timely completion of work. Review and accept or reject Contractor's proposed work schedules.

i) Prepare the revised PC-I of the project and will be responsible to incorporate all changes up to final approval from the relevant forum.

j) Work closely to improve the Project's climate resilience, safety, environmental and social (ES), and digital project management. The consultant will:

   i. Review integration of climate mitigation and adaptation measures into the Project design and construction.
   ii. Work with to integrate safety improvement measures into the Project design and construction.

iii. Integrate environmental and social (ES) risk management measures identified in the ES assessments including ESIA, ESMP, RAP, RPF, GAPF, LMP, SEP, and ESAP, into Project design and construction.

iv. Work with to improve air quality and noise levels along the project. Verify the noise forecasts to the sensitive receptors and work with the contractor on the effective noise control measures in consultation with NHA.

v. Work in developing, deploying, and utilizing the DPMS for digital project management and control.

4.2 GOVERNING RESPONSIBILITIES AND DUTIES OF SUPERVISORY CONSULTANT

4.2.1 Application of Standards, Specifications and Engineering Decisions

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

4.2.2 Intimation and Approval by NHA

The Consultant shall:

a) Advise NHA on all matters relating to the efficient and successful execution of the Works Contracts, and shall act at all times so as to protect the interests of the project and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound economic and engineering practices. Supervisory Consultants will intimate and will get approval of any decision from NHA regarding change in Design to initiate Variation Order, Extension of time etc.

b) Advise NHA on need for effective liaison with local authorities, police, landowners, utility owners, the public and other organizations affected by the Works in order to minimize or avoid unnecessary delays or disputes.

c) Assist for settlement of the Audit Paras and enquiries (if any) pertaining to the Project without any time restriction and remuneration to be made separately on this account. The cost to be incurred may be built in the rates.

d) Jointly inspect with NHA the completed Works, and assist in formal taking over review and approve "as built" drawings and plans, provide report(s) testifying to the satisfactory completion of the contract.

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

4.2.3 Project Management

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

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

4.2.4 Construction Supervision

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

a) Stake the centerline, ROW limits and relocation of roadway structure and appurtenance;

b) Setting of Grade-stakes;

c) Relocation of Grade-stakes;

d) Soil Tests;

e) Concrete Tests;

f) Reinforced Bar Tests;

g) Structural Steel Tests;

h) Others Tests as deemed necessary;

i) Inspect and evaluate Contractors' facilities material testing laboratory items to ensure compliance with the specifications and terms and conditions of the Contract Agreement. Without relieving the Contractors of their obligations under the Contract, monitor the Contractors' laboratory testing, evaluate the Portland cement concrete and bituminous mixture designs prepared by the Contractors, and recommend improvements (if any), Monitor the concrete Batching and laying as per approved mix design & specifications, maintaining asphalt invoices record, transportation, Asphalt Mixing and laying as per Job Mix Formula and specifications, carry out the testing of steel and High Tensile wire / cable for Stressing as per Specifications and also monitor the Stressing activity as per approved procedure and Specifications and also ensure the desired performance, and accord approval thereof;

j) Assure quality of the works during construction, continuously inspect the soils and materials, construction operations and the Works with regard to workmanship and compliance with the specifications; and carry out independent testing in the field and/or in the "Engineer / Project Manager" laboratory, and approve or disapprove and certify the Works that conform with the specifications and maintain permanent records of results of all the tests made;

k) Give notice to the Contractors of any defects and deficiencies, and issue instructions for the removal and substitution of the improper

works, where provided under the contract. If required, order suspension of the Work(s) and/or recommend to NHA other recourse available under the Contract;

l) Without relieving the Contractors of their obligations under the Contract, review and approve the traffic management and safety plan, and ensure compliance such that the Works are carried out at all times in a safe and secure manner and damage or injury to persons or property is avoided;

m) Inspect quarries and borrow pits, and crushing plants and order tests of materials and ensure adherence to specifications, and approve the sources of materials.

n) Traffic disruptions during construction are a potential high risk to cause widespread disruptions to travelers and communities. Therefore, the Consultant shall work closely with NHA, Construction Contractor(s) to improve the safety and efficiency of the Traffic Management Plans (TMPs) during construction. To make sure the existing traffic management and safety plans have been implemented all times in a safe and secure manner.

o) The Consultant should work closely with NHA, Construction Contractor(s), and other relevant entities to develop Traffic Evacuation Plans (TEPs) for potential natural disasters such as floods and earthquakes. (This will be part of the Project's climate resilience aspect in Design Review Report).

4.2.5 Quantity Measurement and Quality Control

The Consultant shall:

a) Provide advance advice to NHA concerning the Schedule of handing over of sites, and possible delays due to lack of possession with a view to assure that the Contractors are given Possession of Site in accordance with the agreed work programs;

b) Review and approval of proposal on variation orders and implementation schedule prepared by the Contractor.

4.2.6 Approval of Construction Methodology and Equipment of Contractor

a) Review, evaluate and approve the planned construction methodology by the Contractor and ensuring that the Contractor has incorporated the most effective and expeditious methodology

of carrying out the Works; and ensure in setting up a computerized project control system for reporting physical and financial progress by the Contractor as well as the forecasts, if included in the bids and/or if demanded later on by the NHA. Subsequently, closely monitor the construction progress on regular basis to determine whether it is proceeding in accordance with the approved work program.

b) Advising on the selection of Contractor's equipment. Assess minimum construction equipment, plant and machinery requirements, by type and specification, and monitor, keep and regularly update a list of the Contractors' equipment, plant and machinery in order to keep a check on the Contractors' mobilization.

4.2.7 Payment Certificates and Claims of Contractor

The Consultant shall:

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

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

4.2.7 Maintain Project Record

The Consultant shall:

a) Establish a comprehensive system of maintaining site records

including site correspondence, survey data, inspection records, test data, site diaries, records of meetings, financial records, progress records etc.

b) Recommend any modification of complementary items to be necessary to Contractor.

c) Supervising information program on STDs and HIV/AIDs which the Works Contractors are required to carry out at construction campsites.

d) Consultant shall prepare movie by Drone Camera for record of all the activity on the project from the date of start to the end and hand over five copies of the same at the time of completion to the Client.

4.2.8 Reporting Requirements

The Consultants shall prepare and submit each of the under mentioned reports in Table 4-1 to NHA. The format of these reports shall be mutually agreed with NHA.

Table 4-1 Reports to be prepared by the consultant

a)	Inception Report	1 soft + 5 hard copies
b)	Contract Administration Report and Construction program	1 soft + 5 hard copies
c)	Annual Management Information Report at the end of each Financial Year	1 soft + 1 hard copy
d)	Technical Reports	1 soft + 5 hard copies
e)	Progress Reports (monthly) must include environmental, social, health and safety performance, covering at minimum: ESMP implementation status, key monitoring results, OHS statistics (including near misses), community and worker GRM data (including SEA/SH-related complaints, if any), significant incidents and non-compliances, and status of any actions arising from the ESIA/ESMP and Resettlement DD (to the extent	1 soft + 5 hard copies

	relevant to construction). This can be done within the existing reporting structure.	
f) g)	Project Completion Report (PC-IV)	1 soft + 10 hard copies
h)	Project Documentary	5 copies (soft and hard)
i)	Updated construction program as required.	1 soft + 5 hard copies
j)	Roughness Survey reports at substantial completion and expiry of defect liability period	1 soft + 5 hard copies
k)	Revised PC-1	1 soft + 5 hard copies

Specific requirement of following reports is given below:

i. Inception Report

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

ii. Final Project Completion Report

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

Project Documentary Report (Drone movie in CD)

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

a) Laying and compaction of various pavement layers;
b) Operation of Asphalt and concrete Plants;
c) Quarry sites and laboratory activities;
d) Road after completion showing road furniture;
e) Various important stages in construction of structures;
f) Any other major activity involved requiring specific mention.

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CHAPTER NO.5

STAFFING FOR DESIGN REVIEW AND CONSTRUCTION SUPERVISION

5.1 STAFFING BY CONSULTANTS

- Staff details given at 5.1.2 of TOR.
- The staff as given in section 5.1.2 of TOR has been provided for the said assignment. However, design review and key personnel for construction supervision staff will be considered for evaluation purpose. The staff of consultant will perform duty as per contract.
- The qualification and experience required of Key Personnel's are detailed at the end of TOR.
- The construction period of project is 30 months. Mobilization of staff schedule is given as under:

  i. Advance mobilization of Design Review personnel's = 3 month.
  ii. Supervision construction period = 30 months
  iii. Book / account closing and handing taking over period = 3 months
  iv. Defect Liability Period (Each Section) = 12 Months

  Total Duration of Assignment = 48 months

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

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

Mobilization of staff on the project will be done with the approval of project authorities keeping in view the commencement of contractor. Advance Mobilization of key personnel and Design Review taken as under: -

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

For the purpose of evaluation, the consultant will provide CV's of following personals for Design Review as shown in Table 5-1;

Table 5-1 Personals for Design Review

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

5.1.2 Staff Requirements

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

- Chief Resident Engineer shall be appointed as Team Lead for both teams proposed for construction Supervision. He will also act as the Engineer for the project.
- Team composition of CRE is as below:

Table 5-2 Key and Non-Key Personnel of CRE team

Sr. No.	Description of Personnel	No. of Persons	Months	Person-Months
A.	**Key Staff**			
International				
1	Chief Resident Engineer / Team Leader*	1	45	45
2	Contract Specialist	1	30	30
3	Sr. Material Engineer	1	30	30
National				
1	Monitoring/Planning Engineer	1	30	30
2	Resettlement and Relocation Specialist	1	30	30
3	Social and Communication Specialist	1	30	30
4	Environment, Health and Safety Specialist	1	30	30
5	Sr. Quantity Surveyor**	1	33	33
	Sub-Total:	**8**	**-**	**258**

B.	Non-Key Staff			
6	Computer Operator*	1	45	45
7	CAD Operator	1	30	30
8	Accountant*	1	45	45
9	Office Assistant	1	30	30
10	Office Boy	1	30	30
11	Security Guard	2	30	60
	Sub-Total:	**7**	**-**	**240**

Sr. No.	Description of Personnel	No. of Persons	Months	Person-Months
A.	**For Supervision (Key Personnel) National**			
1	Resident Engineer**	1	33	33
2	ARE (Highways) Engineer	2	30	60
3	ARE (Structure / Bridge) Engineer	1	30	30
4	Material Engineer	1	30	30
5	Environment Specialist (on intermittent basis)	1	12	12
6	Slope Stabilization Expert/ Geotech Engineer (on intermittent basis)	1	12	12
7	Drainage Engineer/Hydrologist (on intermittent basis)	1	12	12
8	Quantity Surveyor**	1	33	33
	Sub Total	**9**	_	**222**
B.	**Non Key Personnel**			
1	Site Inspector (Material)	5	30	150
2	Site Inspectors (Highways)	5	30	150
3	Site Inspectors (Structures)	5	30	150
4	Social Mobilizer	2	30	60
5	Surveyors	5	30	150
6	CAD Operator	3	30	90
7	Computer Operator**	2	1*30 1*33	63
8	Accountant**	1	33	33

9	Office Assistant	2	30	60
10	Helpers	5	30	150
11	Office Boys	5	30	150
12	Trainee Engineer ***	2	30	60
13	Junior Engineer*** for NHA, HQ only	2	30	60
	Sub-Total:	**44**	-	**1326**

* Staffing months given for Construction Supervision, Handing, Taking over period and Defect Liability Period.

** Staffing months given for Construction Supervision and Handing, Taking over period.

*** Appointment of Trainee & Junior Engineer with approval of Member (Planning).
The carry home salary of Junior Engineer not be less then Rs. 150,000/- and for Trainee Engineer not be less then Rs. 100,000/- after deducting all type of applicable taxes and Consultants Overheads approval will be granted by the Member (Planning).

5.2 SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

5.3 INDEMNITY OF CLIENT

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

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

It shall be the responsibility of the construction supervision Consultant to prepare the revised PC-1 of the respective project, before completion of the project, by incorporating all changes in the scope of work and prepare completion report (PC-IV) at completion of the project. To ensure

compliance an amount of two per cent (02%) of construction supervision cost will be withheld from interim (monthly) invoices and released along with the final payment of the Consultants on completion of this job.

5.5 TRAFFIC DIVERSION PLAN AND SAFETY MEASURE'S

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

5.6 QUALIFICATION AND EXPERIENCE REQUIREMENT OF PERSONNEL

6 The engineering services shall be provided by the Key Personnel, who will be assisted by Non-Key Personnel. The Qualification and Experience requirements of these Personnel shall include, but not be limited to, the following:

Table 5-3 Key Personnel Qualification and Experience requirements

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

		design, construction method and alternate technology of construction.
2.	**Hydrologist / Road Drainage Expert**	
	General Experience	15 years
	Qualification	B.Sc. (Civil Engineering). Preferably M.Sc./PHD (Hydraulic/Hydrology/water resource Engineering as major)
	Marking criteria for qualification:	Ph.D - 100%, M.Sc. with additional relevant trainings/courses– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses
	Specific Experience	Proven (8) years' International experience for design Review as Hydrologist / Road Drainage Expert on major Highways and Motorways Projects.
	Responsibilities	He/She will responsible for carrying out the Hydrological study of the area and submits the Hydraulic Report. He also has to perform Hydrologic Analysis. Hydrology and Hydraulic design of the structures are his responsibility. Draining Engineer has also make sure to take measure for the proper disposal of the water. Preparation of Detailed Design Drawing, Technical Specification B.O.Q for Hydraulic Structure work element based on the Design Drawings, Specifications and site investigations are his responsibility.
3.	**Certified Road Safety Auditor**	
	General Experience: 20 years	
	Qualification	B.Sc. (Civil Engineering). Preferably M.Sc./PHD Transportation in road engineering, transportation, traffic engineering or related road safety engineering trainings.
	Marking:	PHD – 100%; M.Sc. with additional relevant trainings – 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%.
	Specific Experience	10 years' International experience in a related road safety field including crash investigation. At

		least ten (10) Road Safety Audits (RSAs) conducted within last 5 years.
National		
4.	**Pavement Engineer**	
	General Experience: 15 years	
	Qualification	B.Sc. (Civil Engineering) preferably M.Sc./PHD Highway Engineering / Transportation Engineering.
	Marking:	PHD – 100%; M.Sc. with additional relevant trainings– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%.
	Specific Experience	10 years' experience in major roads or highway designing with a focus on Traffic / pavement analysis.
	Responsibilities	He/She will be responsible for design review of Pavement Design. He/She shall demonstrate a working knowledge in the design and construction.
5.	**Structure Engineer**	
	General Experience:	15 years
	Qualification:	B.Sc. (Civil Engineering). Preferably M.Sc./Ph.D. (Structure Engineering)
	Marking criteria for qualification	Ph.D - 100%, M.Sc. with additional relevant trainings/courses– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses
	Specific Experience	Proven (8) years' design Review experience as Structure Engineer on Highways and Motorways Projects.
	Responsibilities	He/She will be responsible for design review of structures/Bridges. He shall demonstrate a working knowledge in the design and construction of bridges, the design of all required earthworks, retaining walls, drainage and any other required structures for road projects.
6.	**Geotechnical Engineer**	
	General Experience:	12 Years

	Qualification:	B.Sc. (Civil Engineering) / M.Sc. (Geology) preferably Masters/PhD in Geo-Tech Engineering /Civil Engineering.
	Marking criteria for qualification:	Ph.D – 100%; M.Sc. Geotechnical Engineering/Civil Engineering with relevant trainings from recognized organizations – 100%; M.Sc. (Geo-Technical Engineering – 90%; B.Sc. Civil/M.Sc. Geology with relevant trainings from recognized organizations 80%; B.Sc. Civil/M.Sc. Geology 70%; 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses.
	Specific Experience:	Eight (08) years' relevant experience as Geotech Engineer on construction supervision projects of National Highways involves asphalt concrete mix design in countries with hot climate and/or truck overloading problems including having experience to control testing at site, material testing and road pavement formation and other all related construction activities including concrete and highway embankment formation. He should have good command on internal and structure code closure e.g. AASHTO, ASTM and specification and standard of NHA along with field testing, concern Asphalts related all testing and mix design.
	Responsibilities:	He/she will assist and ensure that the design, lay out and requirement of retaining walls, breast walls, other retaining structures, and slope stability/ slide control measures are as per the geotechnical requirement and site conditions.
Supervision (key personal)		
International		
7	**Chief Resident Engineer**	
	General Experience	20 years
	Qualification	B.Sc. (Civil Engineering) Preferably M.Sc. (Highways Engineering/Transportation Engineering).
	Marking	M.Sc. with additional relevant trainings– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%.

	Specific Experience	Fifteen (15) years' international experience as Chief Resident Engineer on construction supervision of major Highway and Motorway Projects. The Engineer is encouraged to attach at least two (02) references of high-quality workmanship duly verified by the respective client(s).
	Responsibilities	The CRE / Team Leader will head the Consultants' team and will work directly to manage the project and will maintain liaison with NHA. Responsibilities of the CRE / Team Leader will include, but are not limited to the following: - • Assist the NHA in Project implementation. • Assume full responsibility for the consulting team and performance of services under the consultancy contract. • Ensure that the consulting team undertakes comprehensive review of the designs and specifications which were prepared by the design consultant. • Ensure that the consulting team undertakes comprehensive construction supervision and contract administration of the civil works. • Oversee the consultant's activities ensuring compliance with details provided in the construction drawings and strict adherence to construction specifications. • Oversee and supervise construction of works in accordance with details provided in the construction drawings ensuring strict adherence to construction specifications. • Ensure preparation of detailed and quantitative progress reports to support the contractor's requests for progress payments. • Keep the Employer informed of technical issues and progress of all works both by informal and formal

		meetings and correspondence and assist in any project issue which the Employer may require. • Ensure implementation of the environment and other related requirements. • Assist the Employer in preparing responses to audit objections and queries of the financiers or other Government Authorities. • Coordinate with all concerned Employer's organizations on project issues.
8	**Contract Specialist**	
	General Experience	12 Years
	Qualification	B.Sc. (Civil Engineering) Master's degree with a major in Civil Engineering or Law
	Marking	M.Sc. with additional relevant trainings– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%.
	Specific Experience	08 years' international experience as Contract Specialist on major road projects based on FIDIC form / conditions of contract, Experience and knowledge of ISDB's procurement procedures is essential. Proven credentials in contract administration, evaluating contractor's claims and dispute resolution, preferable experience/track record of an arbitrator, mediator, adjudicator and/or dispute resolution adviser.
	Responsibilities	• Assist in organizing meetings for negotiating and resolving technical and contract completion issues; • Assist Employer and TL in effect with the timely distribution of reports and pertinent commercial information to and from Contractors in accordance with agreed schedule. • Assist in scheduling turnover meetings with Site Personnel, where required. • Assist in checking timesheets for contract conformance (rates, backup and extensions).

		• Assist in review of Contractors' invoices and prepare Progress Payment Certificates with Cost Control. • Assist in reviewing Contractors' costs, forecasts and requests for extras. • Assist in review and issue for approval and post Substantial Performance documents. Participate in contract cost review meetings and regular Project progress and assist with preparation of monthly contracts and Project progress reports.
9	**Sr. Material Engineer**	
	General Experience	12 Years
	Qualification	B.Sc. (Civil Engineering) / M.Sc. (Geology) preferably Masters/PhD in Geo-Tech Engineering /Civil Engineering.
	Marking	Ph.D – 100%; M.Sc. Geotechnical Engineering/Civil Engineering with relevant trainings from recognized organizations – 100%; M.Sc. (Geo-Technical Engineering – 90%; B.Sc. Civil/M.Sc. Geology with relevant trainings from recognized organizations 80%; B.Sc. Civil/M.Sc. Geology 70%; 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses.
	Specific Experience	Eight (08) years international experience as Material Engineer on construction supervision projects of National Highways and Motorways involves asphalt concrete mix design in countries with hot climate and/or truck overloading problems including having experience to control testing at site, material testing and road pavement formation and other all related construction activities including concrete and highway embankment formation. He should have good command on internal and structure code closure e.g. AASHTO, ASTM and specification and standard of NHA along with field testing, concern Asphalts related all testing and mix design.
	Responsibilities	He/she will assist and will be responsible for the quality of materials used in construction by performing field and laboratory tests and

		certifying their acceptance based on recommended specifications for the material, will also identify the sources of material and query sites. Main responsibilities of the position will include but are not limited to the following: - • Stipulate Material Testing Procedures and Specifications. • Identify sources of materials, quarry sites and borrow areas. • Confirm the suitability and availability of material in the borrow pits and quarries for earthwork and pavement. • If required, identify and evaluate additional sources of materials. • Undertake field and laboratory testing of the materials to determine their suitability for various components of the work. • Prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of detected borrow areas, quarries and the respective estimated quantities. • Be responsible for material Testing and specification and certification of material quality.
National		
10	**Monitoring/Planning Engineer**	
	Qualification	B.Sc. (Civil Engineering) Master's degree with a major in Civil Engineering or Construction/Engineering Management
	Marking	M.Sc. with additional relevant trainings– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%.
	Specific Experience	At least 8–10 years of professional experience, including minimum 5 years in supervision of highway/road rehabilitation projects
	Responsibilities	Review, evaluation, and approval of Contractor's baseline and updated work programs for road rehabilitation works. Assessment of construction schedules for rehabilitation activities.

		Monitoring and verification of contractor's progress against approved schedules. Review and validation of recovery programs and revised schedules submitted by the Contractor. Support to the Engineer/Resident Engineer in Extension of Time (EOT) analysis, time impact assessments, and evaluation of schedule implications of variations. Coordination with supervision team members to ensure work programs are consistent with method statements, traffic management plans, and contract requirements. Ensuring compliance of construction schedules with NHA specifications, contract conditions, and requirements of the foreign funding agency.
11	**Resettlement and Relocation Specialist**	
	General Experience	12 Years
	Qualification	PhD, M.Phil, M.Sc, or BS (Hons) in Environmental Sciences/Environmental Engineering.
	Marking criteria for qualification	Ph.D - 100%, M.Sc. with additional relevant trainings/courses– 100%; M.Phil/M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%.
	Specific Experience:	08 years' professional experience in resettlement, land acquisition, and social safeguard management for large-scale infrastructure projects. Proven experience of working on at least 03 donor-funded projects (e.g., OPEC Fund, World Bank, ADB, AIIB or other IFIs). • Review and implementation support of LARP/RAP/DD reports; • Monitoring of resettlement and social safeguards during construction; • Preparation of resettlement monitoring and compliance reports; • Coordination with executing agencies, consultants, contractors, and local administration. Prior experience in highway or transport sector projects will be preferred.

	Responsibilities	• Review and become fully familiar with the approved Resettlement Due Diligence (DD) Report and any applicable Resettlement Action Plan (RAP/LARP) for Section-3 of M-6. • Monitor compliance of construction activities with the approved DD/RAP, applicable national laws, and financing institution safeguard requirements. • Assist and facilitate the Employer in addressing emerging social and resettlement-related issues, if any, arising during construction. • Coordinate with NHA, the Contractor, and relevant local authorities to ensure that construction activities do not adversely affect Project Affected Persons (PAPs) beyond what is covered in the approved DD/RAP. • Support the functioning and documentation of the Grievance Redress Mechanism (GRM) and review grievance records related to social and resettlement matters. • Prepare and submit periodic resettlement monitoring reports as part of overall safeguard reporting to the Employer and the Bank. • Identify potential social risks and recommend corrective actions to the Employer in line with approved safeguard instruments. • Provide inputs to safeguard sections of monthly, quarterly, and completion reports, as required.
12	**Social & Communication Specialist**	
	General Experience	Minimum 10 years of experience in Social safeguards & Communication
	Qualification	Master's degree (16 years Education) in Sociology, Social Sciences, Development Studies, Communication, or related field.
	Marking	Ph.D. - 100%, M.Sc. with additional relevant trainings/courses– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%.
	Specific Experience	• Minimum 10 years of experience in social safeguards, resettlement, and stakeholder engagement for large infrastructure projects. • Proven experience working with ISDB, World Bank, ADB, or similar IFIs. • Strong knowledge of Pakistan land acquisition laws and social safeguards frameworks.

		• Demonstrated experience in public relations and strategic communication. • Experience in multi-stakeholder coordination at national level. • Excellent communication, presentation, and negotiation skills • Strategic thinking and problem-solving ability • Strong report writing and analytical skills • Ability to manage sensitive and high-profile issues • Proficiency in MS Office and communication tools • Fluency in English and Urdu
	Responsibilities	• The Officer shall be responsible for day-to-day planning, coordination, supervision, and monitoring of RAP implementation and related social safeguard activities. • Coordinate implementation of the approved RAP at field level. • Ensure payment of compensation and provision of all resettlement entitlements. • Support relocation of displaced persons, where applicable. • Ensure of maintaining updated database of Project Affected Persons (PAP) • Ensure livelihood restoration plan is being implemented as per approved plan. • Ensure eligible households for livelihood assistance and transitional support are being compensated. • Coordinate vocational training, skill development, and income generation activities. • Monitor restoration of income levels and living standards of PAPs. • To ensure that project social staff has establish and operationalize the GRM at site and project levels. • Prepare & submit the monthly and quarterly RAP implementation progress reports • Train NHA staff, supervision consultants, and contractors on RAP requirements and social safeguards.

		• Coordinate closely with RIU Social resettlement, livelihood restoration specialists and Staff. • Support ISDB review missions and respond to safeguard-related queries. • Ensure all RAP commitments are implemented prior to and during construction. • Facilitate vulnerable groups (women-headed households, elderly, disabled, poor). • Resolve social conflicts and support dispute resolution with communities. • Develop a communication action plan with measurable outputs. • Prepare and disseminate press releases, media kits, newsletters, and success stories. • Manage media relations and coordinate with local and national press. • Monitor media coverage and prepare media analysis reports • Develop communication materials including brochures, info graphics, videos, web and social media content. • Ensure all communication products maintain ISDB and NHA branding guidelines. • Final RAP implementation completion report.
13	**Environment, Health and Safety Specialist**	
	General Experience	• 20 Years
	Qualification	• B.Sc. (Engineering, Environmental Management, ESHS) preferably M.Sc. / Ph.D. (Engineering, Environmental Management, OHS). Certificate course in ESHS (e.g., NEBOSH, CRSP, CSP).
	Marking	• Ph.D. - 100%, M.Sc. with additional relevant trainings/courses– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%.
	Specific Experience	• The assignment requires the services of an International OHS Specialist with at least 10 years of experience in occupational health and safety as well as community health and safety for large infrastructure projects globally. Prior experience of working in Pakistan would be

		considered a plus. In addition, the following criteria will apply: experience of working on a similar engagement; previous experience of working on large infrastructure projects, including large highway construction projects, as well as in the implementation of the Multilateral Development Bank's safeguards policies in South Asian region; complete understanding of the national legislative and regulatory as well as ISDB Policy and ESF requirements; proven report writing skills.
	Responsibilities	Support supervision consultant management to make sure that appropriate measures are taken to ensure adequate environment, health and safety standards during construction in accordance with the best international standards and relevant national laws, and supervise the contractor's implementation of OCHSMP at all construction activities, which includes: - assess ESHS OHS risks and impacts including those related to contractors' health and safety and to community safety, and impacts on the health, safety and well-being of workers and project-affected communities; - assess safe and healthy working conditions, to identify the fair treatment, nondiscrimination and equal opportunity of project workers, to assess protection measure for project workers, including vulnerable categories of workers such as women, children, and migrant workers. - identify potential hazards to project workers, particularly those that may be life-threatening; - instruct preventive and protective measures, including modification, substitution, or elimination of hazardous conditions or substances; - instruct contractor of training of project workers and maintenance of training records; - manage documentation and reporting of occupational accidents, diseases and incidents;

		- instruct the contractors for preparing emergency prevention, preparedness and response arrangements; - anticipate and avoid adverse impacts on the health and safety of the affected communities during the project life cycle from both routine and non-routine circumstances; - ensure that the safeguarding of personnel and property is carried out in a manner that avoids or minimizes risks to the affected communities; - update and/or develop ESHS policies, programs and practices, reviewing current site conditions; - ensure consultant safety team to follow the established ESHS policies, programs and practices; - coordinate with contractors to ensure that they achieve adequate standards; - coordinate with the consultant management to respond to safety non-compliances and develop action plans to address safety risks and reduce safety matters and hazards; - attend daily internal meetings, and coordinate with all other consultant sections to improve OHS status; - review contractor's OHS programs and other relevant documents submitted by the contractors, and provide comments; - prepare and submit required reports and documents - establish safety training programs for various levels of project personnel; - report accident to Clients staff and ensure ISDB project lead have access to these reports; and • conduct transfer of knowledge to NHA's (Client's) staff.
14	**Sr. Quantity Surveyor**	
	General Experience	B.Sc. 08 Years DAE 12 Years
	Qualification	B.Sc. (Civil Engineering) or DAE (Civil).

	Marking	B.Sc. with additional relevant trainings from recognized organizations – 100%; B.Sc. – 90%; DAE (Civil) – 70%.
	Specific Experience	Eight (08) years' relevant experience as Sr. Quantity Surveyor on Civil Works projects on Highway construction projects. He/She shall have the experience of handling claims, variation orders, and other quantity related issues.
	Responsibility	His/her responsibilities shall include but are not limited to the following tasks: He/she will assist Resident Engineer in verification of payment certificates. He/she will be responsible for verification of executed quantities. He/She shall have good command on his/her working.
15	**Resident Engineer**	
	General Experience:	15 years
	Qualification:	B.Sc. (Civil Engineering) preferably M.Sc./PHD (Highway / Transportation Engineering).
	Marking criteria for qualification	Ph.D - 100%, M.Sc. with additional relevant trainings/courses– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses
	Specific Experience	Ten (10) years of relevant experience including experience as a Resident Engineer on construction supervision of National Highway projects.
	Responsibility	RE will be responsible for construction supervision of the road and ensuring that the subject project is implemented in accordance with the required specification and approved drawings. He will be responsible for construction supervision and review and approval of contractor's bills. RE will assist the Project Coordinator in the performance of his tasks. The main responsibilities of the position will include but not limited to the following: - • Inspect the site and collect the condition data for the design review and necessary changes if any.

		• Preparation of technical details such as specifications and estimates. • Provide details about existing pavement, damages and assessment. • Assist the Project Coordinator and recommend approval of contractor's work program, method statements, material sources, etc. • Assist the Project Coordinator in preparing and issuing reports as defined subsequently. • Review and recommend approval and/or issuing working drawings, approval of the setting out of the works, and instruction to the contractor. • Taking measurements and keep measurement records. • Maintaining records, correspondence, and diaries. • Certifying work volume and recommending interim certificates for progress payments. • To proceed & implement the project as per specifications, standards, Contracts & TOR's.
16	**ARE (Highways) Engineer**	
	General Experience	12 Years
	Qualification	B.Sc. (Civil Engineering) preferably M.Sc./PHD (Highway / Transportation Engineering).
	Marking criteria for qualification	Ph.D - 100%, M.Sc. with additional relevant trainings/courses– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses
	Specific Experience	(08) years' relevant experience of supervising construction of National Highways projects as ARE (Highways) on National Highways projects.
	Responsibility	His/her responsibilities shall include but not limited to the following tasks: He/she will assist the Resident Engineer (R.E) and will be responsible for quality of Road works. He will perform his/her duties as per consultant. To

		ensure quality execution and timely completion of project.
17	**ARE Structure / Bridge Engineer**	
	General Experience	12 Years
	Qualification:	B.Sc. (Civil Engineering) preferably M.Sc./PHD (Structure Engineering).
	Marking criteria for qualification	Ph.D - 100%, M.Sc. with additional relevant trainings/courses– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%. 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses
	Specific Experience	(08) years' relevant experience of supervising construction of National Highways projects as ARE (Structure/ Bridge) on National Highways projects.
	Responsibility	The AER Structure / Bridge Engineer will perform duties under the guidance of the Team Leader. He/she will assist the Team for the Design Review particularly the bridges and structures so that the project is implemented in accordance with the required specifications and approved drawings. She/he will set up supervision systems, and train the consultant's national staff in their use.
18	**Material Engineer**	
	General Experience:	12 Years
	Qualification:	B.Sc. (Civil Engineering) / M.Sc. (Geology) preferably Masters/PhD in Geo-Tech Engineering /Civil Engineering.
	Marking criteria for qualification	Ph.D – 100%; M.Sc. Geotechnical Engineering/Civil Engineering with relevant trainings from recognized organizations – 100%; M.Sc. (Geo-Technical Engineering – 90%; B.Sc. Civil/M.Sc. Geology with relevant trainings from recognized organizations 80%; B.Sc. Civil/M.Sc. Geology 70%; 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses.
	Specific Experience	Eight (08) years' relevant experience as Material Engineer on construction s supervision projects of National Highways involves asphalt concrete

		mix design in countries with hot climate and/or truck overloading problems including having experience to control testing at site, material testing and road pavement formation and other all related construction activities including concrete and highway embankment formation. He should have good command on internal and structure code closure e.g. AASHTO, ASTM and specification and standard of NHA along with field testing, concern Asphalts related all testing and mix design.
	Responsibilities:	He/she will assist and will be responsible for quality of materials used in construction by performing field and laboratory tests and certifying their acceptance based on recommended specifications for the material, will also identify the sources of material and query sites. Main responsibilities of the position will include but not limited to the following: - • Stipulate Material Testing Procedures and Specifications. • Identify sources of materials, quarry sites and borrow areas. • Confirm the suitability and availability of material in the borrow pits and quarries for earthwork and pavement. • If required, identify and evaluate additional sources of materials. • Undertake field and laboratory testing of the materials to determine their suitability for various components of the work. • Prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of detected borrow areas, quarries and the respective estimated quantities. • Be responsible for material Testing and specification and certification of material quality.

19	**Environmental Specialist**	
	General Experience	12 Years
	Qualification	B.Sc. (Environmental Engineering) preferably M.Sc. / PHD (Environmental Engineering).
	Marking criteria for qualification	Ph.D - 100%, M.Sc. with additional relevant trainings/courses– 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings – 80%; B.Sc. – 70%.
	Specific Experience:	08 years' experience as Environmental Specialist on major road projects supervising and monitoring environmental management plans.
	Responsibilities	Responsible for preparing Environmental monitoring check list, reviewing and endorsement of Site Specific Environmental Management Plan (SSEMP), review of Bi-Environmental monitoring reports, prepare corrective action place in case of noncompliance. The Senior Environmental Specialist will set up environmental management and monitoring system (EMMS), train the national staff and ensure that the EMMS is in place.
20	**Slope Stabilization/Geotech Expert**	
	General Experience:	12 Years
	Qualification:	B.Sc. (Civil Engineering) / M.Sc. (Geology) preferably Masters/PhD in Geo-Tech Engineering /Civil Engineering.
	Marking criteria for qualification:	Ph.D – 100%; M.Sc. Geotechnical Engineering/Civil Engineering with relevant trainings from recognized organizations – 100%; M.Sc. (Geo-Technical Engineering – 90%; B.Sc. Civil/M.Sc. Geology with relevant trainings from recognized organizations 80%; B.Sc. Civil/M.Sc. Geology 70%; 2.5% for each course/training from recognized institute upto max 10% for 4 training/courses.
	Specific Experience:	Eight (08) years' relevant experience as Slope Stabilization/Geotech Expert on construction supervision projects of National Highways involves asphalt concrete mix design in countries with hot climate and/or truck overloading problems including having experience to control

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

	General Experience	B.Sc. 08 Years DAE 12 Years
	Qualification:	B.Sc. (Civil Engineering) or DAE (Civil).
	Marking criteria for qualification	B.Sc. with additional relevant trainings from recognized organizations – 100%; B.Sc. – 90%; DAE (Civil) – 70%.
	Specific Experience:	Eight (08) years' relevant experience as Quantity Surveyor on Civil Works projects on Highway construction projects. He should have the experience to handle claims variation order's and other quantity related issues.
	Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she will assist Resident Engineer in verification of payment certificates. He/she will be responsible for verification of executed quantities. He should having good command on his working.
	Non-Key Personnel	
23	**Site Inspectors (Material)**	
	General Experience	02 Years B.Sc Civil/Geology or 05 Years DAE Civil.
	Qualification	DAE (Civil) / B.Sc. (Civil Engineering).
	Specific Experience	Involved in construction of Highway projects as Material Inspector.
	Responsibility	His job description and duties will be defined by the Resident Engineer and approved by the Client. However he has experience of field testing of Highway embankment an pavement structure and Asphalt testing.
24	**Site Inspectors (Highways)**	
	Qualification	B.Sc. (Civil Engineering).
	Specific Experience	02 years
	Responsibility	His job description and duties will be defined by the Resident Engineer and approved by the Client. However he has experience of field testing of Highway embankment an pavement structure and Asphalt testing.

25	**Site Inspectors (Structures)**	
	Qualification	B.Sc. (Civil Engineering).
	Specific Experience	02 years
	Responsibility	His job description and duties will be defined by the Resident Engineer and approved by the Client. However he has experience of field testing of Highway embankment an pavement structure and Asphalt testing.
26	**Social Mobilizer**	
	Qualification	Bachelor's degree in Sociology, Social Sciences, Development Studies, Communications or relevant field.
	Specific Experience	05 years
	Responsibility	His job description and duties will be defined by the Resident Engineer and approved by the Client.
27	**Surveyors**	
	General Experience	12 Years
	Qualification	DAE – Civil from the Board of Technical Education's recognized institute preferably B.Sc. (Civil Engineering). .
	Specific Experience	Eight (08) years' experience of surveying/leveling and related activities on National Highway Projects. He is enable to
	Responsibility	His job description and duties will be defined by the Resident Engineer and approved by the Client. He is enable to hand survey related activation independently e.g ready of cross-section , Maintain survey, level book, structure layout as per drawing, to check structure layout as per drawing.
28	**CAD Operator**	
	General Experience	05 Years
	Qualification	DAE – Civil from the Board of Technical Education's recognized institute. Certificate Auto-CAD Software Operator.

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

		Office) and typing with 40 words per minute typing speed.
	Responsibility	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.
32	**Junior Engineer**	
	Qualification	B.Sc. (Civil Engineering from recognized university of Pakistan.
	Experience	2-3 years of relevant experience.
33	**Trainee Engineer**	
	Qualification:	B.Sc. (Civil Engineering from recognized university of Pakistan.

Special Note:
Final selection of the Personnel shall be made on successful interview by the Client.

Annexure-I

Technical parameters

Configured as a dual three-lane carriageway with flexible pavement, Construction of Nawabshah to Noushero Feroz (64.61 km), Section III of Hyderabad – Sukkur Motorway (M-6) project encompasses engineering structures, including bridges, flyovers, and subways, to facilitate grade-separated movement. A summary of standards and specifications, the principal technical inputs and project scope is presented in subsequent sections.

A. Standards and Specifications

The following standards and specifications shall be adopted for the construction of Construction of Nawabshah to Noushero Feroz (64.61 km), Section III of Hyderabad – Sukkur Motorway (M-6):

a) National Highway Authority (NHA) Specifications
b) International Best Practices and Guidelines for the Safe System Approach Design[1]
c) International Industry Practice (e.g., WBG EHS Guidelines, OSHA etc.).
d) American Association of State Highway and Transportation Officials (AASHTO): A Policy on Geometric Design of Highways and Streets (Latest) for Geometric Design.
e) Highway Capacity Manual, by the United States Transportation Research Board for the analysis of roadway capacity;
f) AASHTO: Guide for Design of Pavement Structures (1993) for the design of pavements.
g) Pakistan Highway Code of Practice for Bridges and American Society for Testing and Materials (ASTM) for the analysis and design of structures
h) Guide to Integrating Safety into Road Design, Transport Global Practice, 2022 such as:

[1] International Best Practices and Guidelines include, but not limited to:

i. Guide to Integrating Safety into Road Design, Transport Global Practice, 2022
ii. Guide for Safe Speeds, Managing Traffic Speeds to Save Lives and Improve Livability, International Bank for Reconstruction and Development / The World Bank, 2024.
iii. Road Safety Manual, World Road Association (PIARC), 2003,
iv. iRAP specifications, manuals and guides, including Road Surey and crash risk mapping,
v. Practical Guide for Road Safety Auditors and Inspectors, PIARC, 2022,
vi. Road Crash Trauma, Climate Change, Pollution, and the Total Cost of Speed, Global
vii. Road Safety Facility – World Bank, 2020.

i. Guide for Safe Speeds, Managing Traffic Speeds to Save Lives and
ii. Improve Livability, International Bank for Reconstruction and
iii. Development / The World Bank, 2024.
iv. Road Safety Manual, World Road Association (PIARC), 2003,
v. iRAP specifications, manuals and guides, including Road Survey and crash risk mapping,
vi. Practical Guide for Road Safety Auditors and Inspectors, PIARC, 2022,
vii. Road Crash Trauma, Climate Change, Pollution, and the Total Cost of Speed, Global Road Safety Facility – World Bank, 2020.

B. Traffic

Based on comprehensive surveys and analysis, a traffic forecast for the new facility has been completed. This was accomplished through a detailed survey program, including three days of continuous 24-hour classified traffic counts and one day of 12-hour Origin-Destination (OD) surveys at key locations along the entire alignment. From this data, the section-wise modeled traffic, expressed as Annual Average Daily Traffic (ADT), has been calculated. This final ADT is the sum of the traffic diverted from existing routes and the new traffic expected to be generated by the new alignment itself.

Based on year 2025 traffic data, the volume between Nawabshah and Naushahro Feroze is 13,224 vehicles per day. The vehicle composition is dominated by 3-axle trucks, which account for 21% of the total traffic per day, while cars and jeep taxis make up 42%. This traffic volume is anticipated to grow significantly, with forecasts projecting it to reach 28,533 by 2050 vehicles per day by the year 2050 with increase of 53%.

C. Geometric Design

The following key parameters are the basis for the geometric design.

a) Design Speed : 130 Km/hr
b) Posted Speed : 120 Km/hr
c) Lane Width : 3.65 m each
d) Carriageway Width: 10.95 meters
e) Inner Shoulder : 1.0 meters
f) Outer Shoulder : 3 meters
g) Rounding of the slope: 0.5 meters
h) Pavement Cross Slope : 2.0%
i) Cross Slope Shoulder : 4.0%

j) Embankment Side Slope: 2 :1
k) Right of Way (On both sides): 100 m
l) Maximum Super Elevation: 6%
m) Min. Radius of Horizontal Curves: 951 meters
n) Min. K (in Crest) Vertical Curves: 124 meters
o) Min. K (in Sag) Vertical Curves: 73 meters
p) Ruling Gradient : 2~3%
q) Maximum Gradient : 6%
r) Minimum Gradient : 0.30

D.Pavement Design

The pavement structure has been designed for a service life of 10 years. Based on comprehensive soil classification and representative California Bearing Ratio (CBR) testing, the design CBR values have been adopted as 5% for Embankment, 25% for Improved Subgrade, 50% for Sub-base and 80% for Aggregate Base Course. Based on the accumulative 110.53/150.24/131.57 million are worked out for 10 years design life. The layer thicknesses for the pavement structure are detailed as follows:

a) Main Road

Asphaltic Wearing Course:	50 mm
Asphaltic Base Course:	200/210/222 mm
Aggregate Base Course:	200 mm
Granular Subbase:	150 mm
Improved Subgrade:	300mm

b) Shoulder (both Sides) of Main Road

Triple Surface Treatment (TST)	
Aggregate Base Course	400/410/420 mm
Subbase Course	180 mm

c) Interchanges

Asphaltic Wearing Course:	50 mm
Asphaltic Base Course:	130mm
Aggregate Base Course:	200 mm
Granular Subbase:	150 mm
Improved Subgrade:	300mm
CBR > 25%:	

d) Shoulder (both Sides) of Interchange

Triple Surface Treatment (TST)	
Aggregate Base Course	350mm

Subbase Course	150 mm

E. Hydrology:

Overall alignment lies in region, which has hot summer and mild winter. The alignment crosses by a number of irrigation channels and natural streams/nullahs. The size of cross-drainage structures at irrigation channels are fixed by their design discharges or keeping in view their planned or future remodeling requirements. The hydrological study for cross-drainage structures of various perennial and non-perennial natural streams/nullahs has been carried out. Estimation of design flood discharges have been made at each crossing location for various return period. Hydraulic analysis has been carried out to location and size of the cross-drainage structure against the peak discharge of the selected return period.

PART II

Section 8. Conditions of Contract and Contract Forms

Forward

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract).

2. **Time-Based Contract**: This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on: (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment; and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.

3. **Lump-Sum Contract**: This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount. Lump-sum contracts are typically used in cases in which Biodata Technical Proposals are used, and also in straight-forward cases in which Simplified Technical Proposals are used.

4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US$ 200,000 equivalent or more unless otherwise agreed by the Fund.





Time-Based Form of Contract

STANDARD FORM OF CONTRACT

Consultant's Services

[Time-Based]



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National Highway Authority
P&CA
Govt. of Pakistan

Contract for Consulting Services

Time-Based

Project Name: ***M-6 Motorway Development Project (Section 3)***

Financing No.: _____

Assignment Title: Consultancy Services for Design Review and Supervision of Construction Works of Section 3 of M-6 Motorway

Contract No.: _____

between

National Highway Authority

and

_____

[Name of the Highest Ranked Consultant]

Date: _____

I. Form of Contract

Time-Based

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

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

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

[Note: For each Consultant, add the legal status and country of incorporation as well as address]

WHEREAS

(a) The Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) The Client has received [or has applied for] financing from the Fund toward the cost of the Services and intends to apply a portion of the proceeds of this financing to eligible payments under this Contract, it being understood that (i) payments by the Fund will be made only at the request of the Client and upon approval by the Fund; and (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the [loan/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Fund, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Beneficiary shall derive any rights from the [loan/grant] agreement or have any claim to the [loan/grant] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract (including Attachment 1 "Fund's Corrupt and Fraudulent Practices);

   (b) The Special Conditions of Contract;

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(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payment Guarantee

Appendix F: *[ONLY IF APPLICABLE]* Code of Conduct (ESHS) [*Note to Client: to be included only if applicable for supervision of civil works contracts*]

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

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

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

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

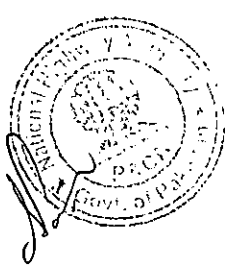
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [*Name of Client*]

_____

[Authorized Representative of the Client—name, title and signature]

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



_____

[Authorized Representative of the Consultant—name and signature]

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

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

[Name of the lead member]

_____

[Authorized Representative on behalf of a Joint Venture]

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



II. General Conditions of Contract

A. General Provisions

1. Definitions

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

(a) **Applicable Guidelines** means the Funds "Principles for Procurement of Goods, Works and Services (____)" ('Principles') and/or the Procedures for Procurement of Consultant Services dated [_____], as the context permits, as required by the Fund providing financing to the Beneficiary.

(b) **Applicable Law** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

(c) **Beneficiary** means the Government, Government agency or other entity that signs the financing agreement with the Fund.

(d) **Client** means the executing agency that signs the Contract for the Services with the Selected Consultant.

(e) **Consultant** refers to a firm (either corporate or otherwise) or other entity or organization primarily engaged in the business of providing specialist advice (including guidance and training) of a predominantly intellectual nature that is selected by the Client to provide the Services under the signed Contract.

(f) **Contract** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(g) **Day** means a working day unless indicated otherwise.

(h) **Effective Date** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(i) **Experts** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

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(j) **Foreign Currency** means any currency other than the currency of the Client's country.

(k) **Fund** means the financier who is financing this contract as **specified in SCC**.

(l) **GCC** means these General Conditions of Contract.

(m) **Government** means the government of the Client's country.

(n) **Joint Venture (JV)** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(o) **Key Expert(s)** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(p) **Local Currency** means the currency of the Client's country.

(q) **Non-Key Expert(s)** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(r) **Party** means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(s) **SCC** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(t) **Services** means the work to be performed by the Consultant pursuant to this Contract.

(u) **Sub-consultants** means an entity to whom/which the Consultant subcontracts any part of the Services related to consultant work while remaining solely liable for the execution of the Contract.

(v) **Sub-contractors** means an entity to whom/which the Consultant subcontracts any part of the Services related to



work other than consultant work while remaining solely liable for the execution of the Contract.

(w) **Third Party** means any person or entity other than the Government, the Client, the Consultant, a Sub-consultant, or a Sub-contractor.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

4.1 This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

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

6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address **specified in the SCC**.

6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address **specified in the SCC**.

7. Location

7.1 The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member **specified in the SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.



9. Authorized Representative	9.1	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 Consultant may be taken or executed by the officials **specified in the SCC.**
10. Sanctionable Practice	10.1	The Fund requires compliance with its Anti-Corruption Procedures including Guidelines on Procurement Integrity and **Attachment 1** to the GCC.
a. Commissions and Fees	10.2	The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Fund.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract	11.1	This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, **listed in the SCC** have been met.
12. Termination of Contract for Failure to Become Effective	12.1	If this Contract has not become effective within such time period after the date of Contract signature as **specified in the SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1	The Consultant shall confirm the availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date **specified in the SCC.**
14. Expiration of Contract	14.1	Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
15. Entire Agreement	15.1	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be

liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2 In cases of substantial modifications or variations, the prior written consent of the Fund Member is required.

17. Force Majeure

a. Definition

17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

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

19. Termination

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

a. By the Client

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



calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

(a) if the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) if the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

(d) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) if the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, , if the Client determines that the Consultant has engaged in any sanctionable practice, as defined in **Attachment 1** to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

(a) if the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 46

within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) 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 Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligation

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 13 or GCC 20 hereof, or upon expiration of this Contract pursuant to Clause GCC 15, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 31, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 34, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 20(a)(i) or GCC 20(a)(ii), the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 36 or GCC 38.



e. Payment upon Termination

19.1.5 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and [reimbursable] expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 44(a)(ii);

(b) in the case of termination pursuant to Clause GCC 20(a)(iii) or (iv) reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATION OF THE CONSULTANT

20. General

a. Standard of performance

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

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

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

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



20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when:

(a) as a matter of law or official regulations, the Beneficiary's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

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

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC 44 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 28, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Fund Member's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any



Engage in Certain Activities		Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise **indicated in the SCC.**
c. **Prohibition of Conflicting Activities**	21.1.4	The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
d. **Strict Duty to Disclose Conflicting Activities**	21.1.5	The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
22. Confidentiality	22.1	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23. Liability of the Consultant	23.1	Subject to additional provisions, if any, **set forth in the SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
24. Insurance to be taken out by the Consultant	24.1	The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage **specified in the SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
25. Accounting, Inspection and Auditing	25.1	The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic

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accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants and its Sub-contractors to permit, the Fund and/or persons appointed by the Fund Member to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Fund if requested by the Fund. The Consultant's agrees that acts intended to materially impede the exercise of the Fund Member's inspection and audit rights constitute a sanctionable practice subject to contract termination (as well as to a determination of ineligibility under the Fund's prevailing sanctions procedures).

26. Reporting

26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly 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 Consultant shall make available to the Client an inventory of such equipment, vehicles and materials



and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, 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.

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

29.2 If required to comply with the provisions of Clause GCC 24, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 44.

29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 44, the Parties shall sign a Contract amendment.

29.4 If required in the SCC, the Consultants shall ensure that at all times during the Consultants' performance of the Services in the Beneficiary's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

30. Replacement of Key experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to



death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts

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

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

32. Removal of Experts or Sub-consultant

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in any sanctionable practices while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

33. Replacement/ Removable of Experts

33.1 Except, as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such



number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATION OF THE CLIENT

35. Assistance and Exemptions

35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

(a) assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(d) issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.



(f) assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) provide to the Consultant any such other assistance as may be **specified in the SCC**.

36. Access to Project Site

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

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

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 44(a)(i).

38. Services, Facilities and Property of the Client

38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 44(a)(i).



39. Counterpart Personnel

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 44(a)(i).

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

40. Payment Obligation

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

F. PAYMENT TO THE CONSULTANT

41. Ceiling Amount

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

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency **specified in the SCC**. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

41.3 For any payments in excess of the ceilings specified in GCC 44(a) (i), an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42. Remuneration and Reimbursable Expenses

42.1 The Client shall pay to the Consultant (a) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing;



and (b) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

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

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

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

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

43. Taxes and Duties

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

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

44. Currency of Payment

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

45. Mode of Billing and Payment

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

(a) *Advance payment*. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as **specified in the SCC**. Unless otherwise **indicated in the SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) **specified in the SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in



writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services **specified in the SCC** until said advance payments have been fully set off.

(b) *Itemized Invoices*. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise **indicated in the SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44(a)(iv) and (v) for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d) *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made



within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

(e) all payments under this Contract shall be made to the accounts of the Consultant **specified in the SCC**.

(f) with the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed payment

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 44, penalty shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the amount **stated in the SCC**.

G. Fairness and Good Faith

47. Good Faith

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

47.2 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 Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 48 hereof.

H. Settlement of Disputes

48. Amicable Settlement

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to



respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49(1) shall apply.

49. Dispute Resolution

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

50. Eligibility

50.1 Compliance with the Fund's eligibility policy is required throughout the Contract's execution.

II. General Conditions of Contract

Attachment 1

Corrupt and Fraudulent Practices

["Text in this Attachment 1 shall not be modified]

1. Purpose

1.1 The Anti-Corruption Procedures including Guidelines on Procurement Integrity and this annex apply with respect to procurement under the Fund's Project Financing operations.

2. Requirements

2.1 The Fund requires that Beneficiaries as well as firms, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or Suppliers, and any personnel, observe the highest standard of ethics during the selection and execution of Fund financed contracts[14]. In pursuance of this policy, the requirements of Fund's *Anti-Corruption Guidelines on Preventing and Combating Fraud and Corruption in Fund Financed Projects* and sanctions procedures shall be observed at all times.

2.2 To this end, the Fund:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) **Corrupt Practice** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

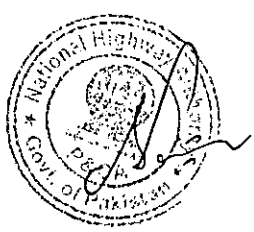
(ii) **Fraudulent Practice** is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) **Collusive Practice** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) **Coercive Practice** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) **Obstructive Practice** is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation; or making false statements to investigators in order to materially impede the Fund investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating

[14] In this context, any action taken by a Contractor or Consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.



any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or an acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under sub-paragraph (e) below.

(b) Reject a proposal for award if the Fund determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Fund determines, at any time, that representatives of the Beneficiary or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Beneficiary having taken timely and appropriate action satisfactory to the Fund to address such practices when they occur, including by failing to inform the Fund in a timely manner at the time they knew of the practices;

(d) Pursuant to the Fund's *Sanction policy and related Procedures* any firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from the Fund-financed contract, financially or in any other manner;[15] (ii) to be a nominated[16] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded Fund-financed contract; and (iii) to receive the proceeds of any loan made by the Fund or otherwise to participate further in the preparation or implementation of any Fund-financed project;

(e) Requires that a clause be included in request for proposals documents and in contracts financed by the Fund, requiring (i) bidders (applicants/proposers), consultants, contractor, supplier, agents, personnel, permit the Fund to inspect[17] all accounts, records and other

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[15] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[16] A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

[17] Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining



documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Fund.

any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GCC Clauses	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (b) and 3.1	**Applicable Law** The Contract shall be construed in accordance with the law of **Islamic Republic of Pakistan**
1. (k)	**Name of the Financier** Name of the Fund*: OPEC Fund for International Development*
4.1	**Language** The language is: *English,*
6.1 and 6.2	**Contact Details** The addresses are: Client:_____ _____ Attention:_____ Facsimile:_____ E-mail (where permitted): _____ Consultant:_____ _____ Attention:_____ Facsimile:_____

National Highway Authority * Govt. of Pakistan *

	E-mail (where permitted): _____ Notice will be deemed to be effective as follows: (a) In the case of personal delivery or registered mail, on delivery; (b) In the case of Emails, [written hours] ([numerical hours]) hours following confirmed transmission.
8.1	**Lead JV Member** [Note: If the Consultant consists only of one entity, state "N/A" **OR** If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in the Contract should be inserted here.] The Lead Member on behalf of the JV is _____ [insert name of the member]
9.1	**Authorized Representatives** The Authorized Representatives are: For the Client: _____ [name, title] For the Consultant: _____ [name, title]
11.1	**Conditions of Effectiveness of Contract** The effectiveness conditions are the following: *Issuance of the Letter of Commencement by the Client following the OPEC Funds clearance and no objection letter.*
12.1	**Termination of Contract for Failure to Become Effective** Termination of Contract for Failure to Become Effective: The time period shall be **four (04) months or such other time period as the Parties may agree in writing.**

13.1	**Commencement of Services** The number of days shall be **twenty-one (21) days after receipt of Letter of Commencement by the Authorized Representative of the Client or such other time period as the Parties may agree in writing** Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Contract Period** Expiration of Contract: The time period shall be 48 months The indicative duration of the Assignment shall be forty-eight (48) months, comprising the following phases: i. Advance mobilization of Design Review personnel's = 3 month. ii. Supervision construction period = 30 months iii. Book / account closing and handing taking over period = 3 months iv. Defect Liability Period (Each Section) = 12 Months Total Duration of Assignment = 48 months.
20.1	**Add the following new Sub-Clause SCC 20.1 (a) under GCC 20 (a) Clause 30:** a) **Consultant's Head Office Support will be mandatory during Supervision; the firm shall be bound to provide design input required on the Site or advice on contractual matters; the cost for the same is built in the financial proposal. Responsibility for the team in field will be backed by the Consultant's Head Office; the Head Office will assume full responsibility for the team in field. Standard of Performance** (Final Payment of Construction Works Contract) b) Standard of Performance (Final Payment of Construction Works Contract) If final bill, pertaining to the Construction Works being supervised by the Consultants, is not processed by the Consultants within stipulated time, the Consultants will not be considered for next project consultancy. Same shall be reported



	to P&CA Section by project authorities. It will also be taken as the Consultants' failure to provide satisfactory performance under Rule 19 of the Public Procurement Rules. However, if the contractor fails to submit the final bill within stipulated time as per Condition of Contract (CoC) then the consultant shall not be held responsible for the above. All such costs of Consultants for processing the final payment(s) of the Contractor(s) are deemed included in its Financial Proposal. The Consultants have to ensure that the Contractor(s) has completed total work as per Works Contract(s) with particular reference to site clearance before taking over the project on completion.
21 b.	**Conflict** The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3. Yes__✓___ No _____
23.1	**Consultant's Liability** The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) For any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract. (b) This limitation of liability shall not:



	to P&CA Section by project authorities. It will also be taken as the Consultants' failure to provide satisfactory performance under Rule 19 of the Public Procurement Rules. However, if the contractor fails to submit the final bill within stipulated time as per Condition of Contract (CoC) then the consultant shall not be held responsible for the above. All such costs of Consultants for processing the final payment(s) of the Contractor(s) are deemed included in its Financial Proposal. The Consultants have to ensure that the Contractor(s) has completed total work as per Works Contract(s) with particular reference to site clearance before taking over the project on completion.
21 b.	**Conflict** The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3. Yes__✓___ No _____
23.1	**Consultant's Liability** The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) For any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract. (b) This limitation of liability shall not:



	(i) Affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) Be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in SCC 1 is different from the law of the Client's country]. [***Notes to the Client and the Consultant**: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Fund prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Fund's policy on this matter which is as follows*]: *To be acceptable to the Fund, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and [reimbursable expenses]. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Fund Member. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.* *The Fund does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]*
24.1	**Insurance Coverage** The insurance coverage against the risks shall be as follows: (a) **Professional liability insurance, with a minimum coverage of** 1.5 times the value of the remuneration and claimable in Client's country. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of ***Pak. Rupees One Hundred Thousand (Rs.100,000)***;



	(c) Third Party liability insurance, with a minimum coverage of **Pak. Rupees One Million (Rs.1,000,000);** (d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
26.1	Moreover, along with the hard copies "contractor/ consultant" etc must provide duly certified Soft/ scanned copies of the all the documents prepared/ used/ referred etc during the contract period. The soft/ scanned copies shall be stored in the appropriate storage media like external hard disk in a secure and structured manner. The scanned copies must have proper file names/ titles etc in appropriate folders for quick retrieval. The soft/ scanned copies provided by the contractor/ consultant must have third party certification and traceability
27.1	**Exception to Proprietary Rights** No exceptions to proprietary rights provision
27.2	**Future use of Documents** **The Consultant shall not use these documents, associated data and software for purposes unrelated to this Contract without the prior written approval of the Client.**
29.4	**Resident Project Manager** For Design Review: Team Leader/ Senior Highway Engineer For Construction Supervision: Chief Resident Engineer/ Team Leader
30	**Replacement of Key experts**



	Add the following new Sub-Clause SCC 30.3 under GCC Clause 30: 30.3 In the event of the replacement of any Key Personnel, the performance of the proposed replacement Key Expert shall be assessed based on the individual's performance during the first three (3) months following his/her deployment under the Contract. The continuation of such Key Expert shall be subject to the Client's satisfaction with the individual's performance during this assessment period.
32	**Code of Conduct** 32.3Key Experts, Non-Key Experts or Subconsultants who are found to be in breach of the Consultant's Code of Conduct (ESHS) (e.g., spreading communicable diseases, sexual harassment, gender- based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client's written request." 32.4 Any replacement of the removed Experts or Sub-consultants shall possess better or equivalent qualifications and experience and shall be acceptable to the Client.
41.2	**Currency Ceilings** The ceiling in foreign currency or currencies is: _____ [insert amount and currency for each currency] [indicate: **inclusive or exclusive] of local indirect taxes.** The ceiling in local currency is: _____ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client for the Consultant.
42.3	**Price Adjustment** Price adjustment on the remuneration _____ **"applies"** for local inflation only. Payments for remuneration made in local currency shall be adjusted as follows: (1) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12th months (and, for the first time,

	with effect for the remuneration earned in the 13th the calendar month after the date of the Contract) by applying the following formula: $R_l = R_{lo} \times [\ 0.1 + 0.9 \frac{I_l}{I_{lo}}\ ]$ where R_l is the adjusted remuneration R_{lo} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and I_{lo} is the official index for salaries in the Client's country for the month of the date of the Contract. The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{lo} in the adjustment formula for remuneration paid in local currency: Official index for salaries corresponding to Il and Ilo in the adjustment formula for remuneration paid in local currency: Monthly Consumer Price Index (CPI) published by Pakistan Bureau of Statistics. (2) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X0/X. X0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.
42.4	**Add the following at the end of Sub-Clause GCC 42.4:** For Key Staff / Key Personnel including CRE Team, the take-home salary shall not be less than sixty-five percent (65%) of the gross salary (Proposed Fixed Rate per Working Month) in the financial proposal and shall also be adjusted accordingly in case of escalation. For Non-Key Personnel, the take-home salary shall not be less than fifty-five percent (55%) of the gross salary (Proposed Fixed Rate per Working Month) quoted in the Financial Proposal and shall also be adjusted accordingly in case of escalation. NHA Project Management will

	ensure through necessary documentary evidence that minimum salary as per above provision is being paid to Key Staff/ Key & Non Key Personnel
43.1 and 43.2	**<u>Taxes and Duties</u>** **The Client warrants that** "the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts," OR "the Client shall reimburse the Consultant, the Sub-consultants and the Experts" any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of: (a) Any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) Any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) Any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: (i) The Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and (ii) If the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if



	they were paid by the Client at the time the property in question was brought into the Client's country. For the avoidance of any doubts, the Fund financing does not cover the payment of any taxes, duties, fees, levies or any imposition of similar nature.
44.1	**Currency of Payments** The currency [currencies] of payment shall be the following: US Dollar and Pak. Rupees
45.1 (a)	**Advance Payments** Not Applicable
45.1 (b)	**Itemized Statements** The Consultant shall submit to the Client itemized statements at time intervals of each calendar month. Add following to the end of Sub-Clause GCC 45.1(b) as under: (i) The Client shall affect payments to the Consultants in accordance with the payment schedules and in the manner set forth in Appendix-C and Appendix-D as per NHA accounts procedure. (ii) An affidavit or certificate for salary payment of personnel and all other charges will be furnished to the Client by the Consultants. Absence of such undertaking shall render the invoice incomplete and liable for withholding until rectified. NHA has also right to ask for any other suitable documentary evidence form Consultant for the disbursement of agreed/ proposed salaries. (iii) If the item or part of an item of an invoice submitted by the Consultants is disputed or subject to question by the Client, the payment of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of Clause 45.1(b) shall apply to such remainder and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to the Consultants. (iv) The Consultants will be required to submit, as much as are available records of the work carried out under this Contract. The Client may audit accounts, as much as are available with the Consultants, for the Services provided by the Consultants under this Contract. Should any



	error be found, this shall be called to the attention of the Consultants and if so it shall be adjusted accordingly. Advance written notice of not less than seven (7) working days shall be given to the Consultants, by the Client, of such audit which shall be carried out during normal working hours at the place where the records are maintained. Such records shall be kept for a period not less than three (3) years from the completion of the Services or termination of Contract pursuant to provisions hereof, to facilitate any questions arising from the Client's Audit. Add following to the end of Sub-Clause GCC 45.1(c) as under: (a) The Consultants shall clear all payable dues and salaries of its staff in time and not later than 10th of the following month positively. In case of failure to do so Client shall intervene and pay these dues and salaries of the concerned Personnel on behalf of the Consultants and recover from the invoice of the Consultants the actual charges paid plus a penalty of 1% of this amount. This will also be accounted for adversely in making assessment of the Consultants in the next evaluation process for selection of consultants if such defaults are reported by the NHA Project Authorities. The above stipulation will not be applicable if Consultant has not been paid from the Client for a period of four consecutive months. (b) Upon instructions of the Client's Representative to fill up a vacant post, if the Consultant fails to propose a contractually suitable replacement in line with provisions of TOR and as a result any key position remains vacant for more than one month that was required to be filled for that period, a compensation equivalent to the charge rate of that individual will be imposed. For clarification, the invoice will not include the charge rate of the missing individual and additionally, the charge rate of one month for that individual will be deducted from the invoice. This will be replicated for all missing Key Personnel. For the 2nd month, the compensation payment will be doubled. For the 3rd month, an additional warning will be issued. If the issue persists in the fourth month, the firm can be penalized by invoking conditions of contract and even to the extent of consideration for blacklisting.
45.1 (e)	**<u>Consultant's Accounts</u>** **The accounts are:**



	for foreign currency: _____ [insert account]. for local currency: _____ [insert account].
46.1	**Interest Rate on Delayed Payments** The interest rate is: Not applicable
49.1	**Dispute Resolutions** [***Note:*** *In contracts with foreign consultants, the Fund Member requires that the international commercial arbitration in a neutral venue is used*] **Disputes shall be settled by arbitration in accordance with the following provisions:** 1. *Selection of Arbitrators*. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *International Chamber of Commerce (ICC)* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *International Chamber of Commerce (ICC)* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *International Chamber of Commerce (ICC).*



	(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *International Chamber of Commerce (ICC)*to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [***Note:*** *If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties*] or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) The country of incorporation of the Consultant [*Note: If the Consultant consists of more than one entity, add*: or of any of their members or Parties]; or (b) The country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) The country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) The country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) Proceedings shall, unless otherwise agreed by the Parties, be held in *a country which is neither the Client's country nor the Consultant's country;*

National Highway Authority
P2CP
Govt. of Pakistan

	(b) The *English* language shall be the official language for all purposes; and (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.



IV. Appendices

Appendix A - Terms of Reference

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

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

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

Appendix B - Key Experts

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

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty- two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

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

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

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



Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 34 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 44."



Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

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

[expressed in _____(insert name of currency)]

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges [18]	Overhead[1]	Subtotal	Profit[19]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Client's Country									

[18] Expressed as percentage of 1
[19] Expressed as percentage of 4

Appendix D - Reimbursable Expenses Cost Estimates

1. *[Insert the table with the rates for reimbursable expenses. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All expenditures shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.*



Appendix E - Form of Advance Payment Guarantee

[Note: See Clause GCC 44]

[Guarantor letterhead or SWIFT identifier code]

Bank Guarantee for Advance Payment

_____ *[Guarantor's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[Name and Address of Client]*

Date: _____ *[insert date]*

Advance Payment Guarantee Number: _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract Number _____ *[reference number of the contract]* dated _____ *[insert date]* with you, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

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

At the request of the Consultant, we _____ *[name of Guarantor]* hereby irrevocably and unconditionally undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* ( ) *[amount in words]*[20] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the _____ *[insert number]* day of _____ *[insert month], [insert year]*[21]

---

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

[21] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in

NOT APPLICABLE

whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication Number 758.

[signature(s)]

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

NOT APPLICABLE

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

Appendix F - Code of Conduct (ESHS)

Will be added as the contract is for supervision of civil works.



PART III

Section 9. Notification of Intention to Award and Beneficial Ownership Forms



Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].

For the attention of Consultant's authorized representative

Name: _____ *[insert authorized representative's name]*

Address: _____ *[insert authorized representative's address]*

Telephone No.: _____ *[insert authorized representative's telephone numbers]*

Email Address: _____ *[insert authorized representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Notification of Intention to Award
Client: _____ *[insert the name of the Client]*
Contract title: _____ *[insert the name of the contract]*
Country: _____ *[insert country where RFP is issued]*
Loan /Grant No.: _____ *[insert reference number for loan/grant]*
RFP No: _____ *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Proposal, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. **The successful Consultant**

Name: _____ [*insert name of successful Consultant*]

Address: _____ [*insert address of the successful Consultant*]

Contract Price: _____ [*insert contract price of the successful Consultant*]

2. **Short-listed Consultants** ***[INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below].***

Name of Consultant	Submitted Proposal	Overall technical scores [us for FTP]	Overall technical scores [use for STP]	Financial Proposal Price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and raking (if applicable)
[insert name]	[Yes/No]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] **Criterion (iii):** [*insert score*] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] Sub-criterion ..... **Criterion (iv):** [*insert score*] **Criterion (v):** [*insert score*] **Total score:** [***insert score***]	**Criterion (i):** [insert score] **Criterion (ii)**: [insert score] Sub-criterion a: 1: [*insert score*] 2: [*insert score*] Sub-criterion b: 1: [*insert score*] 2: [*insert score*] Sub-criterion c: 1: [*insert score*] 2: [*insert score*] **Total score:** [***insert score***]	[proposal price]	[evaluated price]	**Combined Score**: [*insert score*] **Ranking**: 2: [*insert*]

3. **Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]**

Instructions: State *the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal].*

4. **How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]**

Deadline: The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: _____ [*insert full name of person, if applicable*]

Title/position: _____ [*insert title/position*]

Agency: _____ [*insert name of Client*]

Email address: _____ [*insert email address*]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. **How to make a complaint**

Deadline: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, _____ [*insert date*] _____ (local time).

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: _____ [*insert full name of person, if applicable*]



Title/position: _____ [*insert title/position*]

Agency: _____ [*insert name of Client*]

Email address: _____ [*insert email address*]

[At this point in the procurement process] [Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the "Principles for Procurement of Goods, Works, and Services [(paragraph L) ("the Principles") and Procedures for Procurement of Consulting Services, (paragraph I) ("the Procedures')]".

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.

You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

Deadline: The Standstill Period is due to end at midnight on _____ *[insert date]* _____ (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of _____ *[insert the name of the Client]:*

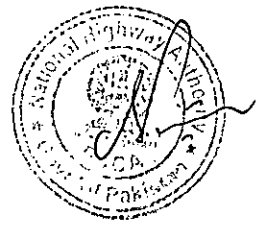
Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____



Beneficial Ownership Disclosure Form

Instructions to Consultants: Delete this Box once you have completed the form

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

Request for Proposal reference No.: _____ [*insert identification no*]

Name of the Assignment: _____ *[insert name of the assignment]*

To: _____ ***[insert complete name of Client]***

In response to your notification of award dated _____ *[insert date of notification of award]* to furnish additional information on beneficial ownership: _____ *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)

[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) we declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

(iii) we declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

Name of the Consultant[22]: _____ *[insert complete name of the Consultant]*

Name of the person duly authorized to sign the Proposal on behalf of the Consultant[23]: _____ *[insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: _____ *[insert complete title of the person signing the Proposal]*

[22] In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

[23] Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.



Signature of the person named above: _____ *[insert signature of person whose name and capacity are shown above]*

Date signed _____ *[insert date of signing]* **day of** _____ *[insert month], [insert year]*

