

GOVERNMENT OF KHYBER PAKHTUNKHWA

IRRIGATION DEPARTMENT



GUIDELINES & TERMS OF REFERENCES

FOR THE WORK

CONSULTANCY SERVICES FOR DESIGN REVIEW & CONSTRUCTION SUPERVISION FOR “CONSTRUCTION AND IMPROVEMENT OF CANAL PETROL ROAD AND BRIDGES ALONG WARSAK LIFT CANAL FROM RD: 101+000 TO RD: 153+000 ON BOTH SIDES. (KOHAT ROAD TO SHMASHATO ROAD) DISTRICT: PESHAWAR (ADP No: 2271 / 210660, 2021-22)

WARSAK CANALS DIVISION PESAHWAR

Sep, 2021

Table of Contents

TERMS OF REFERENCE	
CONTRACT FOR ENGINEERING CONSULTANCY SERVICES	
DEFINITIONS:	
LETTER OF INVITATION (LOI)	
1. INTRODUCTION.....	
2. DOCUMENTS.....	
3. PREPARATION OF PROPOSAL.....	
Technical Proposal.....	
Financial Proposal.....	
4. SUBMISSION OF PROPOSALS	
5. PROPOSAL EVALUATION.....	
6. NEGOTIATION	
7. AWARD OF CONTRACT	
8. CONFIRMATION OF RECEIPT	
DATA SHEET	
STANDARD FORMS	
TECHNICAL PROPOSAL FORMS	
Form 1	
FIRM'S REFERENCE	
Form 2	
PRESENT STAFF DEPLOYMENT	
Form 3	
APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT	
Approach and Methodology proposed by the firm to carryout the assignement is sub divided in to several areas which include the following heads	
<input type="checkbox"/> Understanding of objectives	
<input type="checkbox"/> Quality of Methodology	
<input type="checkbox"/> Inovativeness	
<input type="checkbox"/> Work Programe	

Feasibility Proposed for the Assignment

Form 4

COMMENTS/SUGGESTIONS OF CONSULTANT

Form 5

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

Form 6

WORK PLAN/ACTIVITY SCHEDULE

Form 7

Completion and Submission of Reports

Form 8

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Form 9

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

APPENDIX-II

FINANCIAL PROPOSAL FORMS

BREAKDOWN OF SOCIAL CHARGES

BREAKDOWN OF OVERHEAD COSTS

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

DIRECT (NON-SALARY) COSTS.....

SUMMARY OF COST OF CONSULTANT

REQUEST FOR PROPOSAL

Country: Pakistan

Province: Khyber Pakhtunkhwa

District: PESHAWAR

ADP/Code Nos. (ADP No: 2271/210660 during 2021-22)

Project Name: CONSTRUCTION AND IMPROVEMENT OF CANAL PETROL ROAD AND BRIDGES ALONG WARSACK LIFT CANAL FROM RD: 101+000 TO RD: 153+000 ON BOTH SIDES. (KOHAT ROAD TO SHMASHATO ROAD) DISTRICT: PESHAWAR

Title of consulting Consultancy Services for Design Review and Construction Supervision of ADP No: 2271 / 210660 during 2021-22

TERMS OF REFERENCE

A. GENERAL INSTRUCTIONS REGARDING SUBMISSION OF PROPOSALS

1. Two copies of the Technical Proposal and one copy of Financial Proposal for the **Design Review and Construction Supervision** are required to be submitted in proper book bind form (ring & spring binding not acceptable). All pages should be numbered.
2. Technical and Financial Proposal should be in separate sealed envelopes individually indicating **original** or **copy**. The name of the project on each envelope & proposal is essential.
3. Security deposit and income tax will be deducted as per the prevailing Government rules.
4. The Financial proposals will be valid for a period of 120-days after the last submission, which is extendable on the expiry of this period through mutual consent / agreement.
5. The Technical and Financial proposals submitted by the consultants will be evaluated respectively for the Design review and Construction supervision by applying the agreed weightage of 80:20 for Technical & Financial proposals.
6. Any observations on the TOR should be brought in notice of the Client / Employer in written, before submission of the proposal. No objection will be entertained after the submission of the technical and / or financial proposals.
7. The Technical & Financial proposals will be opened in presence of bidding Consultants / Firm or its representative (one person), who cares to be present on the indicated dates.
8. The contract will be governed by the laws and regulations of the Government of Khyber Pakhtunkhwa.
9. Consultants shall be responsible for payment of all taxes in respect of personnel and assets with no liability to the Client / Employer.
10. The Consultants shall provide National Tax Number and annual tax return submission certificate for the current year.
11. Any misstatement, false information provided in the Technical or Financial proposal or conditional proposals will render the proposal as **non-responsive** and shall make the firm liable for punitive action including **debarring** from future participation procurements in Irrigation Department Khyber Pakhtunkhwa, or even **Blacklisting**.

12. The Consultants shall quote the cost on lump sum basis with breakup and/ or unit cost of all components of studies/investigation/tests including review of previous studies (if any) and all relevant surveys / studies and logistics required for the assignment. No bid opened on percentage of project cost will be accepted.
13. The consultants shall supervise and verify the construction activities throughout the execution of the work, and provide necessary certification to the effect that the respective portion of work has been carried out according to the approved design parameters and specifications.
14. The consultants shall carry out and maintain the measurement of the construction activities, according to the contract agreement of the respective contract package, for the checking by executing agency.
15. The consultants shall establish a close liaison with the executing agency and inform the department, in advance, to any anticipated event, which may hamper the progress of the work or may enhance the scope of work.
16. On the satisfactory performance of the services/part services, the payment to the consultants shall be made as whole, part or prorata ratio as provided under mode of payment of the contract.
In case of incomplete assignment the payment will depend on the relevant merit of conditions in the contract.
17. Mode of payment will be governed by the Contract Agreement.

B. CONDITIONS FOR CONSULTANCY SERVICE

1. The consultant shall establish Project Manager Office for the project at Peshawar in close vicinity of the project site.
2. All desk work for **Design Review and Construction Supervision** shall be carried out in the Project Manager's Office at Peshawar District.
3. Consultant shall also attend meetings, visit sites and shall also make presentation if so directed by the Department for consultative forums etc for which TA/DA, boarding, lodging and claim for incidental charge etc, shall not be entertained.
4. The consultants except, without prior approval of Client / Employer shall not sublet the Consultancy Services or any part thereof, to any other agency.
5. In case the consultants, without any sound reasons, failed to complete the whole / part of assignment according to the agreed schedule; the consultants shall be charged at 1% of the respective work order per day up to a maximum of 10% as deemed appropriate by the client.

6. The Client / Employer reserve the right for any addition, alternation or amendment in the TOR at the any stage of the project.
7. The consultant's key staff having intermittent inputs can be engaged on other projects on prior approval of the client subject to the condition that the inputs should not overlap with each other.
8. CVs of the proposed personnel indicating contact number and postal address along with **availability certificate** of the personnel for the project / component shall be annexed in the technical proposal. Moreover the CVs of the proposed personnel must clearly show general experience, relevant experience & Projects undertaken by them.
9. In support of experience of firm, the consultant shall furnish letter from the Department for award and completion documents for each completed consultancy claimed as experience, in case of unavailability of required documents the claimed experience will not be entertained in evaluation of bid. **Moreover Consultancy cost of the project & share of the competing consultant in case of JV must clearly be given in project proforma.** Absence of the above information may affect the Evaluation of the bid.
10. Any balance activity left incomplete by the consultants would be executed by the client on the risk and cost of the consultant. The consultant while offering bid shall Annex all the detail and breakup of cost and certify that the key personnel will be available full time for the man-months indicated.
11. The employer reserves the rights to remove any key personnel or supporting staff without giving any reasons and it would be binding on the Consultants / Firm to provide appropriate replacement.
12. Backup data of all design calculations shall be provided to the employer.
13. In case of joint venture, correspondence will only be made with the lead Firm and with Project Manager, who will be responsible for all the obligations covered in the contract.
14. In case of joint venture, payment will be made in the name of Joint Venture or as agreed between the Firm and Client in written.
15. In case of default of the consultant in carrying out any activity within schedule time, the employer shall be entitled to employ and pay other persons to carry out the same task. The employer may deduct the expenditure accrued on the activity due or become due upon the Consultants after notification by the engineer with the approval of the Client / Employer.
16. No activity shall be commenced without the approval is obtained from the competent authority / client.

17. Agreement for the consultancy services will be effective from the date of issue of letter of proceeds to the consultant for the respective stage by the client.
 18. The consultant shall assist the concerned field formation of the Department during field visits.
- C. TERMS OF REFERENCES.**
1. Review / Vetting of proposed/approved PC-I and suggest improvement, if any.
 2. To carry out condition survey.
 3. Detailed Design Review.
 4. Prepare and submit construction drawings.
 5. Periodic review of construction drawings in accordance with latest site situation & requirements as proposed by consultants or client for time to time.
 6. Review of Design documents including construction drawings/Plans for any omission/ correction etc before start of construction activities (if required).
 7. Assist the employer in Tendering Process / Bid Evaluation if required.
 8. To prepare bid documents for each package, with specific provisions to minimize disruption/damage to the environment and local settlements due to construction.
 9. To assist client in pre-qualification of contractors, if required.
 10. To prepare invitations to bid and evaluate bids received, including preparation of evaluation reports.
 11. Review and approval of construction schedule submitted by contractor.
 12. Supervision of Construction activities of the project in the capacity of Engineer to ensure that the projects including all components are being constructed satisfactorily in accordance with approved drawing, design, specifications and required quality. In case of any variation, a detail report duly supported with document shall be submitted to the Client / Employer for the project, for final decision.
 13. Submission of Revised Construction Drawing in accordance with actual site conditions including detail survey for project component / additional project component.
 14. To approve and / or issue working drawings, approve the setting out of the works/components giving instructions to the contractors and processing amendments and variations.
 15. To verify and correct the as-built drawings supplied by the Contractor.
 16. Supervise and check the setting out of all component structure and general layout of the project.

17. Recommend to the client the source of appropriate construction material, for approval.
18. To approve the contractor's work program schedules, construction implementation plan, method statements, sources of materials, etc.
19. To investigate the suitability of locally available construction materials, and where necessary, locate new quarries and borrow pits and assess the quality and quantity of materials and hauling distance.
20. Coordinate between contractor and employer to implement the project in accordance with the contract agreement.
21. Provide and supervise the material testing in contractor's field laboratory and keep record of respective test report.
22. Provide adequate technical assistance, consultation and advice to the Client / Employer in matters that crop up during execution, may include redesigning and connected issues.
23. Prepare and submit weekly / Monthly Progress Report to the Client / Employer.
24. Participation and Coordination in progress meeting convened at site and in Regional or Divisional office or any other place as and when required.
25. Furnish "Detail Cost Estimate" and make periodic updating of the cost of project along with reasons for increase / decrease of cost of individual items.
26. Revision of PC-I if cost of the project over runs beyond approved cost or if there is a substantial change in the scope of work but the project cost remains within the approved cost.
27. To take/verify measurements and keep appropriate records of these, in computer based form.
28. To maintain a day by day (or as directed by client) project diary, correspondence and other which shall record all events pertaining to the administration of the contract, requests from and orders given to the contractor, and any other information which may at a later date be of assistance in resolving queries arising in connection with execution of the works.
29. The consultants shall certify Interim Payment Certificates (IPC's) and recommend it for payment after detail verification of quantity and quality of work done at site.
30. Provide adequate consultation and advice to the employer on contractual issues / corrigendum (s).
31. Initiation and issuance of variation order after approval of the employer.
32. To submit duly verified As Built Drawings.

33. The consultants shall provide assistance during the defect liability period and visit the project from time to time for pointing out any defect etc. The same shall be reported to the employer in the form of punch list. Recommend and monitor its rectification, if any.
34. To assist, if required, the client in the court of law, in case of any litigation by the contractor or stakeholder.
35. The Consultants shall submit indemnity bond to the effect that the firm will be responsible for any defect in design or quality of work supervised by the firm. The period of indemnity bond will be the life period of the project.
36. To issue necessary notices to the contractor as may be required under the construction contract.
37. To inspect the works at appropriate intervals during the defects liability period and issuing the defects liability certificate.
38. To recommend to client any liquidated damages to be claimed from the Contractor or other actions which should be taken against the contractor under the construction contract.
39. To certify completion of part or entire works, prepare punch list for payment to the contractors.
40. To order tests of materials and of completed works, and ordering removal of materials or works, which do not comply with specified requirements?
41. To order, if required, the uncovering of completed work and or the removal and substitution of proper materials and / or work.
42. To inspect the works during the maintenance period and issuing the maintenance certificate.
43. To assist in the transfer of the Project from the contractor to client.
44. The Consultant shall provide the list of employees by title & name to the employer for approval.

D. REPORTING AND DOCUMENTATION FOR

- i. Preparation and submission of draft design review report (5 copies), draft tender drawings (05 copies) and draft specifications and tender documents (05 copies).
- ii. Preparation of final design review report in (10 copies), tender drawings (10 copies) and tender documents (10 copies).
- iii. Preparation and submission of construction drawings. (10 copies).
- iv. Preparation of Detail estimate for Technical Sanction (10 copies).
- v. Preparation of regular monthly progress reports (15 copies).

- vi. Preparation and submission of as built drawings after satisfactory completion of respective component (05 copies).
- vii. All surveys, lab test result and construction drawings along with soft copies in bounded from.
- viii. Preparation of variation order for approval by the client.
- ix. Preparation of PC-IV for the project in (10 copies).
- x. Preparation of draft revised PC-I Proforma in (05 copies) and final revised PC-I Proforma in required numbers as directed by the client.
- xi. Preparation and submission of Punch list in defect liability period.
- xii. Submission of certified IPC prepared by the Contractors for approval and payment by the client.
- xiii. Collection of the cheques for the approved IPC's and its further delivery to the Contractor within (05) five days of sanction of payment for the IPC.

E. PROBABLE MAN MONTHS.

Probable man months for the consultancy assignment are at Annex-A.

G. QUALIFICATION AND EXPERIENCE OF CONSULTANT'S

Consultants will assign adequate qualified Key Personnel to carry out the implementation of the project as described in the TOR. The key personnel should possess the qualifications and relevant experience as indicated against each position.

Position	Project Manager / Resident Engineer.
Minimum Qualification	B.Sc. Civil Engineering
Experience (Years)	15

Position	Road Design Engineer
Minimum Qualification	M.Sc. Transportation
Experience (Years)	10

Position	Structure Design Engineer
Minimum Qualification	M.Sc. Structure Engineer
Experience (Years)	10

Position	Contract Engineer
Minimum Qualification	B.Sc. Civil Engineering
Experience (Years)	10

Position	Geo-Technical Engineer
Minimum Qualification	M.Sc. Geotech
Experience (Years)	10

Position	Environmentalist
Minimum Qualification	M.Sc. Environmentalist
Experience (Years)	10

Position	Material Engineer
Minimum Qualification	B.Sc Civil Engineering or MSc Geology
Experience (Years)	10

Position	Junior Engineer
Minimum Qualification	B.Sc. Civil Engineering
Experience (Years)	05

Position	Quantity Surveyor
Minimum Qualification	Diploma in Associate Engineering in Civil Technology
Experience (Years)	07

Position	Field Inspector
Minimum Qualification	Diploma in Associate Engineering in Civil Technology
Experience (Years)	05

Position	Lab Technician
Minimum Qualification	Diploma in Associate Engineering in Civil Technology
Experience (Years)	05

Annexure-A.

Man Months

A. Salary Cost: Key Staff		
A. (Key Staff)		
S No	Position	Man Months
1	Project Manager / Resident Engineer	48
2	Road Design Engineer	6
3	Structure Design Engineer	6
4	Contract Engineer	2
5	Geo-Technical Engineer	4
6	Environmentalist	2
7	Material Engineer	48
8	Junior Engineer-1	48
9	Junior Engineer-2	48

B. Non Salary Cost:

S.No.	Position	Man Months
1	Quantity Surveyor	48
2	Field Inspector (05 Nos)	240
3	Surveyor (02 Nos)	96
4	Survey Helper (03 Nos)	144
5	Lab Technician	48
6	Lab Assistant	48
7	Auto CAD Operator	48
8	Computer Operator / Office Assistant	48
9	Naib Qasids/Office Boys/Chowkidar (03 Nos.)	144
10	Drivers (02 Nos)	96

Indirect Cost

a. Mechninery and equipment

S.No	Item Description	Quantity
1	Telephone with Internet	48 Months
2	Desktop Computer	4 Nos
3	Printer (B & W) Laser	2 Nos
4	Printer (Color-A-3) Laser	2 Nos
5	Laptop (Letest generation)	3 Nos
6	Photo Copier	2 Nos
7	Repair of Equipments	L/S

b. Furniture & Fixtures

S No	Item Description	Quantity (Nos)
1	Office Table	10
2	Office Revolving Chair	10
3	Visitors Chairs	30
4	Side Rack Wooden	10
5	Steel Almerah	10
6	Computer Table With Chair	6

c. Commodities & Services

S No	Item Description	Quantity
1	Traveling Allowances	48 months
2	Project Office i/c Utility Charges	48 months
3	Purchase of 02 No (TOYOTA) Double Cabin Pickup 4 Doors (4x4)	2 Nos
4	Supplies & Stationary	L/S
5	POL & Maintenace Charges	96 months
6	Geo Technical Investigation	L/S

A. CONTRACT

This Contract is made on the ____ day of ____ 2021 between the Government of Khyber Pakhtunkhwa through Secretary Irrigation Department (hereinafter referred to as "Client/Employer"), which expression shall include the successors in office, assigns and legal representatives of one part; and "**Consultants Name**" with its principal office at "address" (hereinafter referred to as "Consultants"), which expression shall include his successors in office, permitted assigns and legal representatives of other part.

WHEREAS

- (a) the Client has advertised vide advertisement No. INF(P) _____ for certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract to which the Client agreed;

NOW, THEREFORE, the Parties hereby agreed as follows:

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

(Note: if any of these Appendixes are not used, the words "**Not Used**" should be inserted below/next to the title of the appendix and on the sheet attached hereto carrying the title of the that Appendix)

- Appendix A : Description of the Services;
- Appendix B : Reporting Requirements;
- Appendix C : Key Personnel and Subconsultants;
- Appendix D : Breakdown of Contract Price in Foreign Currency;
- Appendix E : Breakdown of Contract Price in Local Currency;
- Appendix F : Services & Facilities to be Provided by the Client and Counter part Personnel to be made available to the Consultants by the Client; and
- Appendix G: Integrity Pact (for services above Rs. 10.0 Million)

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

IN WITNESS, WHEREOF, the Parties have executed this contract on the _____ day of month of _____ at _____.

For and on behalf of the
Government of Khyber Pakhtunkhwa
Province, through Client/Employer.

For and on behalf of the
Consultant.

Signature _____

Signatures _____

Designation: **Executive Engineer,**
Warsak Canal Division.

Name: _____

Designation: _____

WITNESSES

1. Signatures _____
Name _____
CNIC _____
Address _____

1. Signatures _____
Name: _____
CNIC: _____
Address _____

2. Signatures _____
Name _____
CNIC _____
Address _____

2. Signatures _____
Name: _____
CNIC: _____
Address: _____

Approved By:

Signature _____

Name _____

Designation _____

ARTICLE-I

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

CLAUSE 1.1 DEFINITIONS:

The following words and expressions used herein (including the recitals) shall have the same meaning as assigned to them unless the context otherwise requires,-

- (a) "Applicable Law" means the laws and any other instruments having the force of law for the time being enforce in the Province of Khyber Paktunkhwa;
- (b) "Contract" means the Contract which has been signed by the Parties as mentioned in the preamble;
- (c) "Contract Price" means the price to be paid for the performance of the Services;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Khyber Pakhtunkhwa;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member", in case the Consultant consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any sub-consultant as employees and assigned to the performance of the Services or any part thereof;

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

1.2 LAW GOVERNING THE CONTRACT:

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

1.3 LANGUAGE:

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

1.4 NOTICES:

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

1.5 LOCATION:

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

1.6 AUTHORIZED REPRESENTATIVES:

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

1.7 TAXES:

Unless specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

1.8 LEADER OF JOINT VENTURE:

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

1.9 RELATION BETWEEN THE PARTIES:

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

1.10 HEADINGS:

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

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

2.1 EFFECTIVENESS OF CONTRACT:

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

2.2 TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE:

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

2.3 COMMENCEMENT OF SERVICES:

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

2.4 EXPIRATION OF CONTRACT:

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

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

2.5 MODIFICATION:

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

2.6 EXTENSION OF TIME FOR COMPLETION:

If the scope or duration of the Services is increased:

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

2.7 FORCE MAJEURE:

2.7.1 Definition:

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies;

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder; and
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract:

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

2.7.3 Extension of Time:

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

2.7.4 Payments:

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

2.8 *SUSPENSION OF PAYMENTS BY THE CLIENT:*

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

2.9 TERMINATION:

2.9.1 By the Client:

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

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

2.9.2 By the Consultants:

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue provided availability of funds.

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

2.9.3 Cessation of Services:

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

2.9.4 Payment upon Termination:

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

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

2.9.5 Disputes about Events of Termination:

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of

termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 GENERAL:

3.1.1 Standard of Performance:

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

3.1.2 Law Governing Services:

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

3.2 CONSULTANTS NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC:

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

3.3 CONFIDENTIALITY:

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

3.4 *LIABILITY OF THE CONSULTANTS:*

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

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

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

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

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

3.5 *OTHER INSURANCES TO BE TAKEN OUT BY THE CONSULTANTS:*

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

3.6 *CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL:*

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;

- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract; and
- (c) any other action that may be specified in the SC.

3.7 REPORTING OBLIGATIONS:

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

3.8 DOCUMENTS PREPARED BY THE CONSULTANTS TO BE THE PROPERTY OF THE CLIENT:

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

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

3.9 EQUIPMENT AND MATERIALS FURNISHED BY THE CLIENT:

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

3.10 ACCOUNTING, INSPECTION AND AUDITING:

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant

time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 GENERAL:

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

4.2 DESCRIPTION OF PERSONNEL:

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

4.3 APPROVAL OF PERSONNEL:

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

4.4 WORKING HOURS, LEAVE, OVERTIME, ETC:

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

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

Such leave taking of the Authorised Representative of the Consultants at site, if any, shall be preceded by the Client informed in writing.

4.5 REMOVAL AND/OR REPLACEMENT OF PERSONNEL:

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

4.6 RESIDENT ENGINEER:

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

5. OBLIGATIONS OF THE CLIENT

5.1 ASSISTANCE, COORDINATION AND APPROVALS:

5.1.1 Assistance:

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

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

5.1.2 Co-ordination:

The Client shall:

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

5.1.3 Approvals:

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

5.2 ACCESS TO LAND:

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

5.3 CHANGE IN THE APPLICABLE LAW:

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

5.4 SERVICES AND FACILITIES:

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

5.5 PAYMENTS:

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

5.6 COUNTERPART PERSONNEL:

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

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

6. PAYMENTS TO THE CONSULTANTS

6.1 COST ESTIMATES, CEILING AMOUNT:

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

6.2 REMUNERATION AND REIMBURSABLE DIRECT COSTS (NON-SALARY COSTS):

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and

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

6.3 CURRENCY OF PAYMENT:

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

6.4 MODE OF BILLING AND PAYMENT:

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

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows subject to availability of funds:
 - (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E; and
 - (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

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

- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure. In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants;
- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents subject to availability of funds. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments;
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted alongwith the final report and statement of the Consultants by the Client; and

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

6.5 DELAYED PAYMENTS:

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

6.6 ADDITIONAL SERVICES:

Additional Services means:

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

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

6.7 CONSULTANTS' ENTITLEMENT TO SUSPEND SERVICES:

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

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

7. OPERATION OF THE CONTRACT:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties

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

8. SETTLEMENT OF DISPUTES:

8.1 AMICABLE SETTLEMENT:

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

8.2 DISPUTE SETTLEMENT:

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

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

9. INTEGRITY PACT:

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

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

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

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 Definitions:

- (p) "Project" Construction and Improvement of Canal Petrol Road and Bridges along Warsak Lift Canal from RD: 101+000 to RD: 153+000 on Both Sides. (Kohat Road to Shmashato Road) District Peshawar ADP No: 2271/210660, during 2021-22
- (q) Client/ Employer” means Irrigation Department Khyber Pakhtunkhwa through Executive Engineer, Warsak Canals Division Peshawar.
- (r) “Client/Employer”’s representative means the officer who is executing/signing the contract on behalf of the Client/Employer

1.6 Authorised Representatives:

The Authorised Representatives are the following:

For the Client/Employer:

(Designation) : Executive Engineer
(Address) : Warsak Canal Division Peshawar
Telephone : 091-9212502
Facsimile : -do-
E.Mail :
CNIC No.

For the Consultants: (_____)

(Designation) : Managing Director
(Address) : _____
Telephone : _____
Facsimile : _____
E.Mail : _____
CNIC No. : _____

1.7 Taxes:

The Consultant shall pay all the taxes and duties under the applicable law.

1.8 Leader of the Joint Venture:

The leader of the Joint Venture is _____

2.1 Effectiveness of Contract:

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

2.2 Termination of Contract for Failure to Become Effective:

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

2.3 Commencement of Services:

The Consultants shall commence the Services within fifteen (15) days after the client has given notice to the consultants to proceed with the services.

2.4 Expiration of Contract:

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

"Completion of Services" means final deliverable of the project to the client as mentioned in the attached "Appendix B".

3.4 Liability of the Consultants:

- (1) The Client is obliged to rely on the informations, submissions, reporting, recommendations and advices made by the Consultants or their sub-consultants, for the consequences thereof, the consultants shall be responsible and they shall make the client harmless.
- (2) The consultant shall be responsible for, and shall indemnify the client from and against any all risks, claims, liabilities, obligations, losses, damages, penalties,

auction, judgement, suites, proceeding, demands, cost, expenses and disbursement whatsoever nature that may be imposed on, incurred by or asserted against the client arising from the negligent acts of the consultant in the performance of professional services under this contract.

- (3) The consultants shall afford response and defense any question, observation, loss, damages and claims arising out of their working, performance, act and proceedings, in any forum and shall be held responsible to bear the consequences of such transactions, proceedings and approvals.
- (4) The consultant shall furnish performance security equal to ten percent (10%) of the contract price stated in the Letter Of Acceptance (LOA) in the form of insurance guarantee issued by a an Insurance Company in favor of the client valid for completion of services.
- (5) Ten percent of the amount of invoices of the consultant will be retained till successful / satisfactory completion of the services.
- (6) If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, entirely at his/their own expenses.

3.5 Insurance to be taken out by the Consultants:

The risks and the coverages shall be limited to:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Sub consultants or their Personnel, with a minimum coverage of Rs.1,000,000/- and purchased out of the project, at the cost of the consultants; and
- (b) Insurance against loss of or damage to equipment purchased in whole or in part out of the project also, at the cost of the Consultants.

3.6 Consultants' Actions Requiring Client's Prior Approval:

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

- i) Issuing Variations Orders in respect of:
 - (a) Additional items of Works as determined by the Engineer to be necessary for the execution of Works;.
 - (b) any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works;

- (c) any item of Works covered under Appendix-E re-imburseable direct cost; and
- (d) for any proposal/part proposal leading to enhancement in the project cost recommended by the consultants.
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement;
- iii) Details of any nominated sub-contracts;
- iv) Any action under terms of Performance Guarantee or Insurance Policy;
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract:
 - (a) Adverse Physical Conditions and Artificial Obstructions;
 - (b) Suspension of Works;
 - (c) Bonus and Liquidated Damages;
 - (d) Certificate of Completion of Works;
 - (e) Defects Liability Certificate;
 - (f) Forfeiture; and
 - (g) Special Risks;
- vi) Final Measurement Statement;
- vii) Release of Retention Money; and
- viii) Any change in the ratios of various currencies of payment.

Note: Approval by the client means approval of items as referred to under clause 3.6 of the SC and other approvals by the Competent Authority who will be the officer of the clients department who has been delegated the powers under the Delegation of Powers second schedule of Delegation of Powers under Financial rules and Powers of reappropriation rules 2001.

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

The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party. All reports and documents also include the detailed step wise design calculations and work outs.

3.10 Accounting, Inspection and Auditing:

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

4.3 Approval of Personnel:

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

4.6 Resident Engineer:

Resident Engineer/Team Leader, Project Manager, Resident Engineer or their successor duly nominated by the Consultant shall act as Engineer.

5.1.1 Assistance:

- (a) The Client shall make available expeditiously and without delay all existing data, maps, drawings, information, studies and reports, available with the client/employer and other such inputs and also make available relevant land & assets data and reports to assist the Consultants to, satisfactorily, carry out their services.
- (e) Other assistance and exemptions to be provided by the Client are, assist to obtain the existing data relevant to carry out the services, with various Government Department and other Organizations.

5.1.2 Coordination:

- (a) The departments and agencies include
-
-

5.1.3 Approvals:

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

6.1 Cost Estimate, Ceiling Amount.

GC Sub- clause 6.1 shall be replaced with the following
An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings

6.2 Remuneration and Reimbursable Direct Costs (Non-Salary Costs):

(b) Remuneration for Personnel:

If for any reason beyond the control of Consultants, the assignment is not completed within the specified period as provided under the item 2.4 (a) of the SC, the payment of Core Staff as required by the Project beyond the specified period shall be made on the same remuneration rates for the agreed duration of extended period.

(c) Reimbursable Direct Costs (Non Salary Cost):

The Direct Cost (Non Salary Cost) shall be paid as per details given in appendix -E.

6.3 Currency of Payment:

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

6.4 Mode of billing and Payment:

The direct reimbursable cost will be paid on deliverable basis vis-a-viz the Direct cost given in the bid 6.2 (b) except for the cost of Machinery, equipment, furniture's and fixtures. The remuneration/indirect salary costs shall be payable on submission of invoices reflecting the presence of key personnel/other staff. The deployment of key personnel/other staff shall be subject to the approval.

All deduction from invoices would be made in light of prevailing Govt. rules..

The items purchased out of the project shall become the property of the Client/Employer after proper handing/taking over between the consultants and client's representative./employer

6.5 Delayed Payments:

The Compensation of delayed payments for local and foreign currency shall be as follows:

For local currency will be equal to five percent (5%) per annum.

8.2 *Dispute Settlement:*

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

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

The venue for arbitration shall be at Peshawar and the legal jurisdiction shall be in the respective district of Khyber Pakhtunkhwa.

MODEL FORM

Breakdown of Agreed Fixed Rates in Consultants' Contract

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

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

(Expressed in _____ (name of currency) _____)

Signature _____

Name: _____

Title: _____

Date _____

IV. APPENDIXES

Appendix A

Description of the Services

SCOPE OF CONSULTING SERVICES:-

- a) The Employer will be the Government of Khyber Pakhtunkhwa through Secretary Irrigation Department Khyber Pakhtunkhwa; the Employer's representative will be Executive Engineer, Warsak Canals Division Peshawar. Engineer is Team Leader / Project Manager/ Resident Engineer of the Consultants; and

- b) The Engineer's role is to administer the contract and to ensure that its clauses are respected. The Consultant will be fully responsible for the design, quality assurance, quantities, rates and payments to the contractor. The Engineer will make engineering decisions whenever required during the implementation of the contracts. When these decisions require variations in work quantities or sanction of additional items, the consultants will seek the prior approval of Client before issuing the order. Approval by the client means approval of items as referred to under clause 3.6 of the SC and other approvals by the Competent Authority, an officer of the clients department who has been delegated the powers under the "Delegation of Powers under the Financial rules and the Powers of reappropriation rules – 2001". The Engineer's representative and his staff are under the overall control of the Engineer, and shall carry out such duties and exercise such authority as may be delegated by the Engineer. The Engineer may from time to time delegate to the Engineer's representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in written and shall not take effect until a copy thereof has been delivered to Client and the Contractor.

TERMS OF REFERENCES.

1. Review / Vetting of proposed/approved PC-I and suggest improvement, if any.
2. To carry out condition survey.
3. Detailed Design Review.
4. Prepare and submit construction drawings.

5. Periodic review of construction drawings in accordance with latest site situation & requirements as proposed by consultants or client for time to time.
6. Review of Design documents including construction drawings/Plans for any omission/correction etc before start of construction activities (if required).
7. Assist the employer in Tendering Process / Bid Evaluation if required.
8. To prepare bid documents for each package, with specific provisions to minimize disruption/damage to the environment and local settlements due to construction.
9. To assist client in pre-qualification of contractors, if required.
10. To prepare invitations to bid and evaluate bids received, including preparation of evaluation reports.
11. Review and approval of construction schedule submitted by contractor.
12. Supervision of Construction activities of the project in the capacity of Engineer to ensure that the projects including all components are being constructed satisfactorily in accordance with approved drawing, design, specifications and required quality. In case of any variation, a detail report duly supported with document shall be submitted to the Client / Employer for the project, for final decision.
13. Submission of Revised Construction Drawing in accordance with actual site conditions including detail survey for project component / additional project component.
14. To approve and / or issue working drawings, approve the setting out of the works/components giving instructions to the contractors and processing amendments and variations.
15. To verify and correct the as-built drawings supplied by the Contractor.
16. Supervise and check the setting out of all component structure and general layout of the project.
17. Recommend to the client the source of appropriate construction material, for approval.
18. To approve the contractor's work program schedules, construction implementation plan, method statements, sources of materials, etc.
19. To investigate the suitability of locally available construction materials, and where necessary, locate new quarries and borrow pits and assess the quality and quantity of materials and hauling distance.
20. Coordinate between contractor and employer to implement the project in accordance with the contract agreement.

21. Provide and supervise the material testing in contractor's field laboratory and keep record of respective test report.
22. Provide adequate technical assistance, consultation and advice to the Client / Employer in matters that crop up during execution, may include redesigning and connected issues.
23. Prepare and submit weekly / Monthly Progress Report to the Client / Employer.
24. Participation and Coordination in progress meeting convened at site and in Regional or Divisional office or any other place as and when required.
25. Furnish "Detail Cost Estimate" and make periodic updating of the cost of project along with reasons for increase / decrease of cost of individual items.
26. Revision of PC-I if cost of the project over runs beyond approved cost or if there is a substantial change in the scope of work but the project cost remains within the approved cost.
27. To take/verify measurements and keep appropriate records of these, in computer based form.
28. To maintain a day by day (or as directed by client) project diary, correspondence and other which shall record all events pertaining to the administration of the contract, requests from and orders given to the contractor, and any other information which may at a later date be of assistance in resolving queries arising in connection with execution of the works.
29. The consultants shall certify Interim Payment Certificates (IPC's) and recommend it for payment after detail verification of quantity and quality of work done at site.
30. Provide adequate consultation and advice to the employer on contractual issues / corrigendum (s).
31. Initiation and issuance of variation order after approval of the employer.
32. To submit duly verified As Built Drawings.
33. The consultants shall provide assistance during the defect liability period and visit the project from time to time for pointing out any defect etc. The same shall be reported to the employer in the form of punch list. Recommend and monitor its rectification, if any.
34. To assist, if required, the client in the court of law, in case of any litigation by the contractor or stakeholder.
35. The Consultants shall submit indemnity bond to the effect that the firm will be responsible for any defect in design or quality of work supervised by the firm. The period of indemnity bond will be the life period of the project.
36. To issue necessary notices to the contractor as may be required under the construction contract.

37. To inspect the works at appropriate intervals during the defects liability period and issuing the defects liability certificate.
38. To recommend to client any liquidated damages to be claimed from the Contractor or other actions which should be taken against the contractor under the construction contract.
39. To certify completion of part or entire works, prepare punch list for payment to the contractors.
40. To order tests of materials and of completed works, and ordering removal of materials or works, which do not comply with specified requirements?
41. To order, if required, the uncovering of completed work and or the removal and substitution of proper materials and / or work.
42. To inspect the works during the maintenance period and issuing the maintenance certificate.
43. To assist in the transfer of the Project from the contractor to client.
44. The Consultant shall provide the list of employees by title & name to the employer for approval.

Appendix B

Reporting Requirements

- i. Preparation and submission of draft design review report (5 copies), draft tender drawings (05 copies) and draft specifications and tender documents (05 copies).
- ii. Preparation of final design review report in (10 copies), tender drawings (10 copies) and tender documents (10 copies).
- iii. Preparation and submission of construction drawings. (10 copies).
- iv. Preparation of Detail estimate for Technical Sanction (10 copies).
- v. Preparation of regular monthly progress reports (15 copies).
- vi. Preparation and submission of as built drawings after satisfactory completion of respective component (05 copies).
- vii. All surveys, lab test result and construction drawings along with soft copies in bounded from.
- viii. Preparation of variation order for approval by the client.
- ix. Preparation of PC-IV for the project in (10 copies).
- x. Preparation of draft revised PC-I Proforma in (05 copies) and final revised PC-I Proforma in required numbers as directed by the client.
- xi. Preparation and submission of Punch list in defect liability period.
- xii. Submission of certified IPC prepared by the Contractors for approval and payment by the client.
- xiii. Collection of the cheques for the approved IPC's and its further delivery to the Contractor within (05) five days of sanction of payment for the IPC.

Appendix D

Breakdown of Contract Price in Foreign Currency

[List hereunder cost estimates in foreign currency]:

Appendix E

Breakdown of Contract Price in Local Currency

- (a) Monthly rates for local Personnel (Key Personnel and other Personnel); and
- (b) Total remuneration of staff (on the basis of monthly rates),-
- (i) reimbursable direct costs (non-salary costs); and
- (ii) direct non-salary costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. These costs include but are not limited to the following:

S.No	Nomenclature	Unit	Quantity	Unit Price (Rs.)	Total Amount (Rs.)	Remarks
1						
2						
3						
4						
5						

Appendix F

Services and Facilities to be Provided by the Client and Counterpart personnel to be made available to the Consultants by the Client.

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

DEFINITIONS:

- a) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- b) "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) "Day" means calendar day.
- f) "Government" means the government of Khyber Pakhtunkhwa.
- g) "Instructions to Consultants" means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- j) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- k) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- l) "Proposal" means a technical proposal or a financial proposal, or both.
- m) "QBS" means Quality-Based Selection.
- n) "QCBS" means Quality- and Cost-Based Selection.
- o) "RFP" means this Request for Proposal.
- p) "Services" means the work to be performed pursuant to the Contract.
- q) "SSS" means the Single Source Selection.
- r) "Standard Electronic Means" includes facsimile and email transmissions.
- s) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- t) "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

LETTER OF INVITATION (LOI)

ADP No. ADP No: 2271/210660 for the financial year 2021-22

Location & Date: Office of the Executive Engineer,
Warsak Canals Division, Peshawar.
Dated ___/___/2021

Name & Address of Consultant:

Attention:

1.

1. INTRODUCTION

- 1.1 You are hereby invited to submit a technical and a financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined and directed by the Client).
- 1.4 The Client (Irrigation Department) has been entrusted the duty to implement the Project as Executing Agency by the (*Government of Khyber Pakhtunkhwa*) and funds for the project for the phase have been approved and provided in the budget under ***Provincial ADP No: 2271/210660, for the financial year 2021-22*** for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is issued.

- 1.5 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Please note that:
 - i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and
 - ii) The Client is not bound to accept any of the proposals submitted.
- 1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.
- 1.9 We wish to remind you that in order to avoid conflicts of interest:
 - i) Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and
 - ii) Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

2. DOCUMENTS

- 2.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Ten (10) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or telefax to such requests and copies of the response shall be sent to all invited Consultants.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, telex or telefax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL

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

Technical Proposal

- 3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and result in rejection of your proposal.
- 3.3 During preparation of the technical proposal, you must give particular attention to the following:
 - i) If you consider that your firm does not have all the expertise for the Assignment you may obtain a full range of expertise by associating with other firms or entities. You may also utilize the services of expatriate experts but

only to the extent for which the requisite expertise is not available in any Pakistani Firm. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.

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

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

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

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

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

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

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

I-From-1 A brief description of the Consultant's organization and an outline of recent Five Years experience on assignments of a similar nature. For

- each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.
- I-Form-2 A list of projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken.
- I-Form-3 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.
- I-Form-4 Any comments or suggestions on the TOR;
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
- I-Form-5 CVs recently signed by the proposed key professional staff. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.
- I-Form-6 A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- I-Form-7 A schedule for compilation and submission of various types of reports as envisaged in Appendix-B of TOR .
- I-Form-8 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.
- I-Form-9 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.

10. If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.
 11. Any additional information as requested in the Data Sheet.
- 3.5 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.

Financial Proposal

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

4. SUBMISSION OF PROPOSALS

- 4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in

turn, shall be sealed in an outer envelop bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”

- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant’s representative. The representative’s authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. PROPOSAL EVALUATION

- 5.1 A two-envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score.

Technical Proposal

- 5.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned unopened.

Financial Proposal

For Quality cum Cost Based Selection

- 5.3 The financial proposals of the consulting firms scoring more than 70%, on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 5.4 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the three shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$Sf = \frac{100 \times Fm}{F}$$

F

(F = amount of specific financial proposal)

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

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

6. NEGOTIATION

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.
- 6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made

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

- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff month rates).
- 6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

7. AWARD OF CONTRACT

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

8. CONFIRMATION OF RECEIPT

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

LETTER OF INVITATION (LOI)

DATA SHEET

LOI Clause

1.1 The name of the Assignment is : Consultancy Services for Design Review and Construction Supervision of **“Construction and Improvement of Canal Petrol Road and Bridges along Warsak Lift Canal from RD: 101+000 to RD: 153+000 on Both Sides. (Kohat Road to Shamshato Road) District Peshawar ADP No: 2271/210660, during 2021-22”**

The name of the Client is : Irrigation Department Khyber Pakhtunkhwa, Peshawar.

1.2 The description and the objectives of the Assignment are: **Consultancy Services for Design Review & Construction Supervision (Details are provided as per attached TOR’s)**

1.3 Phasing of the Assignment (if any): N/A

1.5 Pre-Proposal Conference: Yes No

if yes, indicate date, time and venue.

17 / 09 /2021, 11:00 am at the Office of the Executive Engineer, Warsak Canals Division Peshawar, Irrigation Department Khyber Pakhtunkhwa.

Warsak Road Peshawar Ph: 091-9212502

1.6 The Client shall provide the following inputs: As per Appendix-E of Contract for Engineering Consultancy Services.

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

2.2 The address for seeking clarification is: Office of the Executive Engineer, Warsak Canals Division Peshawar, Irrigation Department Khyber Pakhtunkhwa.

Warsak Road Peshawar Ph:091-9212502

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

Yes No

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

Yes No

(iii) The estimated number of key professional staff months is: Attached as Annexure-A.

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

Yes () No

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

S. No.	Position	Minimum Academic Qualification	No. of Years of Professional Experience	No. of Years of Professional Experience in similar projects	Minimum No. of similar project for specific expertise
1	Project Manager/ Resident Engineer	BSc Civil Engineering	15	10	05
2	Road Design Engineer	M.Sc. Transportation	10	07	05
3	Structure Design Engineer	M.Sc. Structure Engineer	10	07	05
4	Contract Engineer	B.Sc. Civil Engineering	10	07	05
5	Geo-Technical Engineer	M.Sc. Geo-tech	10	07	05
6	Environmentalist	M.Sc. Environmentalist	10	07	05
7	Material Engineer	BSc Civil Engg or MSc Geology	10	07	05
8	Junior Engineer	B.Sc. Civil Engineering	05	03	02
9	Quantity Surveyor	Diploma of Associate Engineering in Civil Technology	07	05	02
10	Field Inspector	Diploma of Associate Engineering in Civil Technology	05	03	02
11	Lab Technician	Diploma of Associate Engineering in Civil Technology	05	03	02

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

Yes ___ No ()

(vi) Additional information in the technical proposal includes: N/A

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

4.1 The number of copies of the Proposal required is: One original and One copy.

4.2 The address for writing on the proposal is : Office of the Executive Engineer, Warsak Canals Division Peshawar, Irrigation Department Khyber Pakhtunkhwa.

Warsak Road Peshawar Ph:091-9212502

Facsimile: _____

4.3 The date and time of proposal submission are: 30-09-2021 at 12:00 pm

4.4 Validity period of the proposal is (days, date): 120 days

The location for submission of proposals is : Executive Engineer, Warsak Canals Division Pesahwar, Irrigation Department Khyber Pakhtunkhwa.

Warsak Road Peshawar Ph:091-9212502.

5.2 The points given to each category as per Guide line issued by Govt: of Khyber Pakhtunkhw are:

	<u>Description/Items</u>	<u>Points</u> *
i)	Experience of the Consultants	[20]
ii)	Professional / Keystaff Experience	[50]
iii)	Approach & Methodology	[30]

Total Points: 100

- The points earmarked for evaluation sub-criteria for suitability of all categories would be evaluated as per approved Guide Lines.

	<u>Description/Items</u>	<u>Points</u> *
i)	Specific experience of the consultants related to the Assignment	[20]
ii)	Adequacy of the proposed Work Plan and Methodology in responding to the TOR	[30]
iii)	Qualification and competence of the Key Staff for the Assignment	[50]
(iv)	Suitability for the transfer of knowledge Programme (training)	[0]

Total Points: 100

- The points earmarked for evaluation sub-criteria for suitability of Key staff are:-

	<u>Points %</u>
(i) Academic and General qualifications	[30]
(ii) Professional experience related to the Project	[60]
(iii) Knowledge of language(s)	[5]
(iv) Status with the firm (Permanent & duration with Firm)	[5]

Total Points: 100

- The minimum qualifying technical score [70] Points.

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

Expected date and address for Financial Proposal opening will be notified after Technical Evaluation of proposal. The Financial proposal shall be opened in presence of authorized representative of Firms.

- 5.5 The weights given to the Technical and Financial Proposals are:-

Technical: 0.8
Financial : 0.2

- 7.2 The Assignment is expected to commence on:-

Date: By the end of _____
Location: Peshawar

Sincerely,

Office of Executive Engineer,

Warsak Canals Division Peshawar,

Irrigation Department Khyber Pakhtunkhwa.

Ph:091-9212502.

Enclosures

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

STANDARD FORMS

APPENDIX-I
TECHNICAL PROPOSAL FORMS

Form 1

FIRM'S REFERENCE

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

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

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

Consultants' Name: _____

Form 2

PRESENT STAFF DEPLOYMENT

(As of _____)

Major Project(s) Presently Undertaken

Project Name	Location	Associates(s)
---------------------	-----------------	----------------------

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

Form 3

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

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

- Understanding of objectives
- Quality of Methodology
- Innovativeness
- Work Program
 - Activity Schedule
 - Team Organization
 - Bar Chart
 - CPM
 - Staff Duty Matrix
 - Staffing Schedule
 - Estimate of Staff Months
- Feasibility Proposed for the Assignment
 - Support Staff
 - Office Accommodation/Furnishing
 - Living Accommodation
 - Equipment
 - Transport
- Conciseness, Clarity & Completeness in Proposal Presentation

Form 4

COMMENTS / SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

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

1.

2.

3.

4.

5.

Etc.

Form 5

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

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

10. Key Qualifications:

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

11. Education:

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last

ten years, also give types of activities performed and client references, where appropriate.

13. Languages:-

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

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

Signature of Staff Member

Date: _____
Day/Month/Year

Form 7

Completion and Submission of Reports

Reports	Date

Form 8

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

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

Full Time: _____
 Part Time: _____
 Activities Duration _____

Yours faithfully,

Signature _____
 (Authorized Representative)

Full Name _____

Designation _____

Address _____

Form 9

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

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

APPENDIX-II

FINANCIAL PROPOSAL FORMS

Form 1

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____ Firm: _____

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

Notes:

- Item No. 1 Basic salary shall include actual gross salary before deduction of taxes. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.
- Item No. 2 Social charges shall include Client's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form 2).
- Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form 3).
- Item No. 4 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.
- Item No. 5 Normally payable only in case of field work under hard and arduous conditions.

Full Name: _____

Signature: _____

Title: _____

**ESTIMATED LOCAL CURRENCY SALARY
COSTS/REMUNERATION**

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

**ESTIMATED LOCAL CURRENCY SALARY
COSTS/REMUNERATION**

S.No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
II	Non-technical Staff				
	Sub-Total:				

Form 5

DIRECT (NON-SALARY) COSTS

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

Note: No direct costs shall be allowed as impact of said cost has already been included in overhead in form-3. Only details be furnished which is mandatory.

Form 6

Project Title: Construction and Improvement of Canal Petrol Road and Bridges along Warsak Lift Canal from RD: 101+000 to RD: 153+000 on Both Sides. (Kohat Road to Shmashato Road) District Peshawar.

ADP No: 2271/210660, during 2021-22

SUMMARY OF COST OF CONSULTANT

Millions

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

Final cost (in figure)
(in words)

Dated ___ / ___ / _____

Chief Executive/Authorized Signature & Seal _____

Address of the company _____

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

Name of Project:- Construction and Improvement of Canal Petrol Road and Bridges along Warsak Lift Canal from RD: 101+000 to RD: 153+000 on Both Sides. (Kohat Road to Shmashato Road) District Peshawar.

ADP NO. ADP No: 2271 / 210660 during 2021-22

ABSTRACT OF COST

S.No	Description	Contract Amount (Rs.)
1	DIRECT COST	
2	INDIRECT COST	
	G Total of (A)	
	Total (Rs. Millions)	

ESTIMATE

1. Direct Cost.

a. Key Staff

S.No.	Position	Man months	Monthly Rate (Rs)	Amount (Rs)
1	Project Manager / Resident Engineer	48		
2	Road Design Engineer	6		
3	Structure Design Engineer	6		
4	Contract Engineer	2		
5	Geo-Technical Engineer	4		
6	Environmentalist	2		
7	Material Engineer	48		
8	Junior Engineer-1	48		
9	Junior Engineer-2	48		

b. Non-Key / Support Staff Salary

1	Quantity Surveyor	48		
2	Field Inspector (05 Nos)	240		
3	Surveyor (02 Nos)	96		
4	Survey Helper (03 Nos)	144		
5	Lab Technician	48		
6	Lab Assistant	48		
7	Auto CAD Operator	48		
8	Computer Operator / Office Assistant	48		
9	Naib Qasids/Office Boys/Chowkidar (03 Nos.)	144		
10	Drivers (02 Nos)	96		

2. Indirect Cost / Over Heads

a. Machinery & Equipment

S/No.	Item Description	Quantity	Unit	Rate (Rs)	Amount (Rs)
1	Telephone with Internet	48	Month		
2	Desktop Computer	4	No		

3	Printer (B & W) Laser	2	No		
4	Printer (Color-A-3) Laser	2	No		
5	Laptop (Letest generation)	3	No		
6	Photo Copier	2	No		
7	Repair of Equipments	-	L/S		
Sub Total					
b. FURNITURE & FIXTURES					
S/No.	Item Description	Quantity	Unit	Rate (Rs)	Amount (Rs)
1	Office Table	10	No		
2	Office Revolving Chair	10	No		
3	Visitors Chairs	30	No		
4	Side Rack Wooden	10	No		
5	Steel Almerah	10	No		
6	Computer Table With Chair	6	No		
Sub Total					
c. Commodities & Services					
1	Traveling Allowances	48	Month		
2	Project Office i/c Utility Charges	48	Month		
3	Purchase of 02 No (TOYOTA) Double Cabin Pickup 4 Doors (4x4)	2	No		
4	Supplies & Stationary	-	L/S		
5	POL & Maintenace Charges	96	Month		
	Geo Technical Investigation	-	L/S		
Sub Total					
Total (a+b+c)					