



**GOVERNMENT OF KHYBER PAKHTUNKHWA**  
**PUBLIC HEALTH ENGINEERING DEPARTMENT**  
**OFFICE OF THE PROJECT DIRECTOR**  
**PROJECT MANAGEMENT UNIT**  
**GRAVITY FLOW WATER SUPPLY SCHEME MANSEHRA**  
E-mail: [pdmansehra@gmail.com](mailto:pdmansehra@gmail.com)

## **REQUEST FOR PROPOSAL (RFP)**

The Government of Khyber Pakhtunkhwa (GoKP) has received financial assistance (loan) from the Kingdom of Saudi Arabia through the Saudi Fund for Development (SFD) to partially finance the Gravity Flow Water Supply Scheme, Mansehra. The Project is being implemented through the Project Management Unit (PMU), Public Health Engineering Department (PHED), GoKP.

The PMU intends to engage consulting firms for providing consultancy services for the following works.

Name of Work	Types of Services required	Last date of submission of proposal	Date and place of Opening
Gravity Flow Water Supply Scheme Mansehra	Design Review and Construction Supervision	17.04.2026 11:00 hours (PST)	<b>17.04.2026 at 12:00 hours (PST)</b> in the Office of the Project Director at Mansehra. <i>In case of holiday, opening will be on next working day.</i>

1. Technical and Financial Proposals are invited from the eligible Saudi–Pakistani Joint Venture consulting firms in accordance with SFD procurement guidelines.
2. A joint venture will be selected in accordance with the **Quality and Cost Based Selection (QCBS)** method, accordance with the procedures and criteria as described in the RFP documents and SFD procurement guidelines.
3. The Technical and Financial Proposals shall be prepared and submitted electronically through the **E-Pakistan Acquisition and Disposal System (EPADS)** before submission deadline.
4. In addition to the electronic submission, the consultant shall also submit hard copies of the Technical Proposal in English (one Original and one Copy) and a Financial Proposal (One Original) in separate sealed envelopes, clearly marked as “Technical Proposal” and “Financial Proposal,” to the undersigned on or before the submission deadline. Non submission of hard copies shall render the proposal **non-responsive**.
5. In case of any discrepancy between the electronic submission on EPADS and the hard copies, the electronically submitted proposal shall prevail.
6. The Request for Proposal (RFP) documents, including the Terms of Reference (TORs), may be downloaded from **EPADS** as well as from the official websites of Public Health Engineering Department (PHED), Government of Khyber Pakhtunkhwa (<https://www.phedkp.gov.pk>) and the Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA).
7. The Technical Proposal must be accompanied by a **Proposal/Bid Security amounting to PKR 10,000,000 (Pak Rupees Ten Million only)** in the form of a Bank Draft, in favor of the Project Director, PMU, Gravity Flow Water Supply Scheme, Mansehra. Proposals submitted without the required Bid Security shall be rejected.
8. A pre-proposal Conference will be held on **1<sup>st</sup> April 2026 at 11:00 hours** at the Conference Room of the Chief Engineer’s office, Plot No. 40, Sector B-II, Phase-V, Hayatabad, Peshawar, Khyber Pakhtunkhwa, Pakistan.
9. Consultants requiring a clarification of the RFP documents shall submit their queries to the undersigned, in writing, not later than Seven (07) days before the proposal submission date.
10. Other terms & conditions and further information can be obtained in writing at the address given below during office hours (09:00 to 17:00 hours PST).

**Project Director, PMU,**  
Gravity Flow Water Supply Scheme Mansehra,  
PHED, GoKP Peshawar  
Telephone: +92- 997-442397  
Email: [pdmansehra@gmail.com](mailto:pdmansehra@gmail.com)  
Website: <https://www.phedkp.gov.pk/>  
Address: Office of the Project Director, PMU, Gravity  
Flow Water Supply Scheme, PHED Pakhwal Chowk,  
Manshera, Khyber Pakhtunkhwa, Pakistan.



**SFD**  
الصندوق السعودي للتنمية  
Saudi Fund for Development



**DESIGN REVIEW AND CONSTRUCTION SUPERVISION  
OF THE PROJECT TITLED  
“GRAVITY FLOW WATER SUPPLY SCHEME,  
DISTRICT MANSEHRA (SFD ASSISTED)**

**ADP#112/130237(2025-26)”**

**February, 2026**

**REQUEST FOR PROPOSAL FOR DESIGN  
REVIEW AND CONSTRUCTION  
SUPERVISION**

**OFFICE OF THE PROJECT DIRECTOR GRAVITY FLOW WATER SUPPLY SCHEME  
MANSEHRA, PUBLIC HEALTH ENGINEERING DEPARTMENT,  
GOVT. OF KHYBER PAKHTUNKHWA**

## *Table of Contents*

<b>Sr.#</b>	<b>Description</b>
<b>1.</b>	<b>Definitions</b>
<b>2.</b>	<b>Letter of Invitation (LOI)</b>
<b>3.</b>	<b>Instructions to Consultants (Annex-A)</b>
<b>4.</b>	<b>Data Sheet (Annex-B)</b>
<b>5.</b>	<b>Technical Proposal Forms</b>
<b>6.</b>	<b>Financial Proposal Forms</b>
<b>7.</b>	<b>Appendix-A (Terms of Reference)</b>
<b>8.</b>	<b>Appendix-B (Person-Months and Activity Schedule)</b>
<b>9.</b>	<b>Appendix-C (Client's Requirements from the Consultants)</b>
<b>10.</b>	<b>Appendix-D (Personnel, Equipment, Facilities and other services to be provided by the Client)</b>
<b>11.</b>	<b>Appendix-E (Copy of Model Agreement)</b>



## 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 Clause1, which is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) "Day" means calendar day.
- f) "Donor" means Saudi Fund for development.
- g) "Government" means the Government of Khyber Pakhtunkhwa.
- h) "Instructions to Consultants" means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- i) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- j) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- k) "Proposal" means a technical proposal or a financial proposal, or both.
- l) "QBS" means Quality-Based Selection.
- m) "QCBS" means Quality-and Cost-Based Selection.
- n) "RFP" means this Request for Proposal.
- o) "Services" means the work to be performed pursuant to the Contract.
- p) "SSS" means the Single Source Selection.
- q) "Standard Electronic Means" includes facsimile and email transmissions.
- r) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- s) "Terms of Reference"(TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.



## LETTER OF INVITATION

To,

The Consultants (Saudi-Pakistani JV)

Gentlemen!

The Project Management Unit (PMU), Public Health Engineering Department (PHED), Government of Khyber Pakhtunkhwa is implementing the *Gravity Flow Water Supply Scheme, District Mansehra*. The project aims to provide sustainable potable water to the residents of Mansehra City.

To ensure timely and successful completion of the project, the PMU intends to engage qualified and experienced Saudi-Pakistani JV consulting firms to provide **Design Review and Construction Supervision Services** in accordance with the Terms of Reference (TORs).

We extend warm welcome and invite you to participate in this project. We hope that you will live up to your reputation and provide us accurate information so that the evaluation is carried out “just and transparent”. Please understand that the contents of this RFP, where applicable, shall be deemed part of the contract agreement. You are also advised to kindly read the RFP thoroughly as it can drastically affect the price structure for various services which may not be appearing directly in the terms of reference. In the end, we appreciate your participation and hope that you will feed a good proposal to merit consideration by **PMU, PHE Department**.

The Consultant will be selected by the Quality & Cost Based Selection (QCBS) method and procedures described in this RFP. The Joint Venture (JV) shall meet the JV requirements of PEC

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

It is mandatory that proposals shall be submitted by using the Standard Forms of this RFP. Proposals that are not in accordance with the prescribe format may not be accepted. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.

**Project Director , PMU,  
PHED, GoKP**



## Annex A

### INSTRUCITONS TO CONSULTANTS

#### 1. GENERAL

- 1.1 Desiring consultants are invited to submit a technical and a financial proposal for consulting services required for the assignment named in the attached Data Sheet (Annex B). The proposals could form the basis for future negotiations and ultimately a Contract between the selected Consultant and the Client named in the Data Sheet.
- 1.2 A brief description of the assignment and its objectives are given in the Data Sheet which are elaborated in Appendix A (Terms of Reference) to this RFP.
- 1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).
- 1.4 The Client has been entrusted the duty to implement the Project as Executing Agency by Govt. of KP and funds for the project have been approved by KP Government and **Saudi Fund for Development** and provided in the budget for utilization towards the cost of the assignment, and the Client intends to apply part of the funds to eligible payments under the Contract for which this LOI is issued.
- 1.5 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. To obtain first-hand information on the assignment and on the local conditions, you are encouraged to pay a visit to the site/ client before submitting a proposal and attend a pre- proposal conference if specified in the Data Sheet. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 Procuring Entity may provide facilities and inputs as specified in Data Sheet.
- 1.7 Please note that:
  - i. The cost of preparing the proposal and of negotiating the Contract, including visit to the Site/ Client, are not reimbursable as a direct cost of the Assignment.
  - ii. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.



1.9 In order to avoid conflicts of interest as per SFD guidelines::

- i. As a basic principle, it is essential that consultants should not have any interest, directly or indirectly, in the construction or manufacturing or supply of materials and equipment for the project under consideration and should thus be free from any possible conflict of interest arising there from. It is, however, fully recognized that consulting firms which form part of or which are otherwise affiliated to or owned by contractors, manufacturers and suppliers, do exist. Such firms can only be considered eligible to compete for selection as consulting firms for projects financed by the Funds if their role in the project does not involve any conflict of interest, and if they disqualify themselves and their affiliates and associates from any involvement in the same project in a capacity other than that of a consulting firm. It is important to spell out the difference between a consulting firm and the type of firm generally referred to as an "Engineering Firm" or an "Engineering Contractor". The latter is considered as a special type of firm which provides services right from the conception and design stage through all stages of implementation covering know-how and licences, construction, procurement, supply and erection leading to the start-up of the project. "Engineering Firms" are used primarily in complex industrial projects and their selection often requires the examination of factors linked to the products to be manufactured, the process adopted and other elements that are assessed on the merits of each case. These Guidelines do not cover the selection criteria for such firms.
- ii. The freedom from conflict of interests: Suffice it to add here that freedom from conflict of interest should not only exist at the commencement of the services, but must be maintained throughout the duration of the services.

## 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 Seven (07) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or tele-fax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by writing or cable, telex or tele-fax to such requests and copies of the response shall be sent to all interested Consultants who opt to participate in this process.
- 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 a consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, telex or tele fax to all participating consulting firms and will be binding on them. The Client may at its discretion extend the deadlines for the submission of proposals.



### 3. PREPARATION OF PROPOSAL

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

In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.

#### 3.1 Technical Proposal

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

The proposals should be bound in the hard book binding form to deny the possibility of removal or addition of page(s). The same shall also be uploaded in searchable PDF form through EPADS. All the pages of proposals must be signed and stamped in original by authorized representative of the JV. All the pages must be numbered starting from first page to last.

3.1.2 The Technical Proposal should be submitted with bid security (**Mandatory to be made part of Technical Proposal**) and in the shape of Bank Draft as specified in the data sheet and using the format specified and enclosed with this RFP. Bid Security shall be released after signing of the Contract. The successful Consultant shall submit Performance Security as specified in the Data Sheet, which shall remain valid until completion of Services including Defects Liability Period.

3.1.3 In the Technical Proposal, the general approach and methodology shall be proposed for carrying out the services covered in the Terms of Reference, including such detailed information as deemed relevant together with consultant's appreciation of the Project from provided details and

- a. A brief description of the consultant organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- b. A detailed overall work program to be provided with timing of the assignment of each Key Personnel or other staff member assigned to the Project.
- c. An estimate of the total number of person-months and Project duration required.



- d. Clear description of the responsibilities of each Key Personnel within the overall work program.
- e. The Curricula Vitae of all Key Personnel and an Affidavit on stamp paper duly attested by Oath Commissioner to the effect that the proposed personnel shall be available for the assignment in the project duration and their present place of duty may also be mentioned. Failure to provide the Affidavit may result in to cancelling further evaluation of the proposal. The consultants are advised to suggest such names that shall be available for the Assignment.
- f. The Technical Proposal shall include duly filled-informs provided in this RFP: the name, background and professional experience of each Key Personnel to be assigned to the Project, with particular reference to his experience of work of a nature similar to that of the proposed assignment.
- g. Current commitments and past performance are the basic criteria in evaluation of Technical Proposal. Consultants are required to provide the details of present commitments/ongoing jobs as referred in the Form TECH-9 Current Commitments of the Firm. Further, the basis for considering the past performance is the PHED, GoKP.
- h. While preparing the Technical Proposal, consultants are expected to examine all terms and instructions included in the RFP. Failure to provide all requested information shall be at consultant's risk and may result adversely in the scoring of the proposal. The proposal should be prepared as per RFP and any suggestion or review of staff etc. should be clearly spelt out in Form TECH-4, A and B, -COMMENTS/SUGGESTIONS OF CONSULTANT. This will be discussed at the time of negotiation meeting as and when called.

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

- i. Consultant may utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available with any Pakistani firm. In case of JV, the proposal should state clearly partners will be "Jointly and Severally" responsible for performance under the Contract and One (Representative) partner will be solely responsible for all dealings with the Client on behalf of the JV. Its Power of Attorney on this account is to be enclosed. The Representative partner shall retain the responsibility for the performance of obligations and satisfactory completion of the consultancy services. PEC registers a foreign consulting firm for issuing license to provide consultancy services in Pakistan, which is based on formation of JV with the condition that the foreign consulting firm shall provide only that share of consultancy services by the JV for which expertise is not available with Pakistani consulting firms. A copy of JV agreement to be provided



at the time of finalizing the contract documents with specific responsibilities and assignments to be looked after by each partner.

- ii. Sub-consultancy is not permitted, except for individual specialists with unique expertise, subject to prior written approval of the Client. Such specialists shall not be evaluated as JV partners.
- iii. The Key Personnel proposed shall preferably be permanent employees of the firm or have an extended and stable working relationship with it.
- iv. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- v. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.
- vi. The estimated number of Key Personnel person-months required for the Assignment is stated in the Data Sheet. The proposal should be based on a number of Key Personnel person-months substantially in accordance with the above number.

3.1.5 The Technical Proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the Technical Proposal. A Technical Proposal containing any financial information will be treated as non-responsive resulting in rejection of the proposal.

## **3.2 Financial Proposal**

3.2.1 The financial proposal should be submitted using the format specified and enclosed with this RFP. This is a mandatory requirement for evaluation of proposals and needs to be filled up carefully. The total cost of services is to be mentioned in the Form **FIN- I**.

3.2.2 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

3.2.3 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. Your firm Financial Proposal should be prepared using the formats attached as Forms **FIN-1 to FIN- 8**.



- 3.2.4 The Financial Proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.
- 3.2.5 The evaluation committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail.
- 3.2.6 Costs may be expressed in currency(s) listed in the Data Sheet.

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

- 4.1 Consultants shall submit one original Technical Proposal and one original Financial Proposal and the number of copies of each indicated in the Data Sheet in hard copies and through EPADS. 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 envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”
- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the Technical and Financial Proposals shall be prepared in indelible ink and shall be signed by the authorized representative of the consultant. The representative’s authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the Technical and Financial Proposals shall be signed by the person or persons signing the proposal.
- 4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.4 The completed Technical and Financial Proposals shall be delivered on or before the time and date stated in the Data Sheet. The location for the submission of proposals is indicated in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, consultants shall keep available the Key Personnel proposed for the Assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.



## **5. PROPOSAL EVALUATION**

### **5.1 Evaluation Procedure and Criteria**

5.1.1 A Single Stage-Two envelope procedure shall be adopted for this procurement. Consultant's selection will be based on Quality cum Cost basis. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score.

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

5.1.3 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

### **5.2 Technical Proposal**

5.2.1 The evaluation committee will evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet and their financial proposals will be returned un-opened.



### 5.3 Financial Proposal

- 5.3.1 The financial proposals of technically qualified consulting firms 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 date, time and address for opening of financial proposals are indicated in the letter of invitation LOI. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 5.3.2 The evaluation committee shall determine whether the Financial Proposals are complete and without computational errors; all errors/discrepancies and deviations from respective Technical Proposals as well as RFP shall be dealt with for subsequent scoring in accordance with procedure and criteria given in Para5.1.2 herein above. The lowest Financial Proposal (Fm) among all shall be given a financial score (Sf) of 1000 points. The financial scores of the proposals shall be computed as follows:

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

(F=amount of specific Financial Proposal)

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

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

- 5.3.4 The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.3.5 Breakup of the approved cost of contract shall be carried out according to the phases of the Terms of Reference for the temporary payments to the consultant.

## 6. NEGOTIATION

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 6.2 Technical Negotiations will include a discussion of the Technical Proposal, the



proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the PE and the Consultant, will become Part of Contract Agreement.

- 6.3 If financial negotiations are applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PE with the information on remuneration rates described in the Appendix attached as Financial Proposal - Standard Forms of this RFP.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 6.5 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultant shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the consultant that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultant (and so on).

## **7. AWARD OF CONTRACT**

- 7.1 The Contract shall be awarded after successful negotiations with the selected Consultant and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other consultants that their proposals have not been selected.



- 7.2 After publishing of award of contract consultant required to submit a Performance security at the rate indicated in date sheet.
- 7.3 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 7.4 The bid security of the Consultant who fails to sign the Contract will be forfeited.

## **8. Confidentiality**

- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.



## **Annex-B** **DATA SHEET**

LOI Clause#

1.1 The name of the Assignment is:

**DESIGN REVIEW AND CONSTRUCTION SUPERVISION OF THE PROJECT TITLED GRAVITY FLOW WATER SUPPLY SCHEME, DISTRICT MANSEHRA (SFD ASSISTED) ADP#112/130237(2025-26).**

The name of the Procuring Entity/ Client is:

**Project Director (PMU), Gravity Flow Water Supply Scheme, Mansehra PHED, Government of Khyber Pakhtunkhwa**

1.2 The description and the objectives of the assignment are:

**As per TOR**

1.3 Phasing of the Assignment:

**Time period for Design Review Phase is 3-months and 44-Months for Construction Supervision Phase.**

**The Consultant shall commence the services upon receipt of Letter of Acceptance (LOA) and actual date of commencement for each phase will be communicated by the client. There may be a gap between the two phases.**

1.5 Pre-Proposal Conferences:

Yes  No

Date, Time and address will be mentioned in the advertisement.

Name of the official is: **Project Director (PMU), Gravity Flow Water Supply Scheme, Mansehra (PHED)**

1.6 The Client shall provide the following inputs:

**As per TOR**

1.7 Following sub-clauses are added:

- iii. The supervision of the project shall commence upon undertaking of the construction works by the contractor and shall be notified through issuance of commencement notice to the selected consultant by **PMU (PHED), GoKP**. Any inordinate delay or cancellation of the construction work for



any reason including non-availability of funds shall not entitle the consultants to any financial or legal claims. However, when the project shall commence the supervisory consultants shall maintain the right subject to availability of proposed Key Personnel (professional staff) based on which the consultant was selected or if the delay is beyond six months then equally competent Key Personnel with equal or higher qualification and experience shall be pre-requisite for consideration of issuance of commencement notice by **PMU (PHED), GoKP**. In case the work is delayed or abandoned for any reason whatsoever, no additional financial claims shall be admissible for idle time unless expressly approved by the Client.

- iv. The Consultant shall supervise, monitor, certify, and administer the Works in accordance with the Contract. The Contractor shall remain solely responsible for execution and completion of the Works, site clearance, rectification of defects and compliance with contractual obligations. The trees/shrubs prone to landscape and earth work slopes grassed in ROW. All signs of construction work dispensed with. To achieve this objective consultant may include the price for such incidental or ancillary service which will lead to the final completion of the assignment in the price quoted by the consultant who shall remain liable for making final measurements of the Works and to issue Final Payment Certificate of the Contractor. No separate costs are payable as extra costs for this service. All such costs shall be included in these rates submitted by the consultant in its financial proposal. The consultant has to basically ensure that contractor has completed entire construction work as per Works Contract with particular reference to site clearance before taking over the project on completion.
- v. The consultants may better not to propose names of Key Personnel already proposed in other proposals which are being evaluated by **PHE Department** or contract(s) awarded recently. This will affect adversely marking of these Personnel in evaluation of the technical proposal. Their secured points are liable to be reduced by 0% if their names appear in more than one previous proposal in which they are ranked No.1. Further the existing load of work with a firm shall be considered as one of the factors for the consideration in the award of the contract. No CV of any alternate Personnel shall be accepted during evaluation.
- vi. Consultants will form a Joint Venture (JV) (Saudi-Pakistani Firms) to qualify for the Assignment. The contract will be signed between the Client and all members of the JV on the prescribed Form included in Appendix E (copy of Model Agreement) subject to the ranking and successful negotiations. A JV may include at the most 04 members .
- vii. Sub-consultancy is not permitted, except for individual specialists with unique expertise, subject to prior written approval of the Client. Such



specialists shall not be evaluated as JV partners.

- 1.8 The invited firms are Saudi-Pakistani JV meeting the following requirements:
- a. Valid Registration Certificate of Pakistan Engineering Council with relevant Service and Project Profile Codes (mentioned herein below).
  - b. The consortium must possess the following PEC Project Profile codes:  
1201, 1204, 1205, 1206, 1215
  - c. The local firm or JV must have registration with FBR and KPRA. The successful International Consulting Firm (s) will have to register with relevant Authorities as per prevailing laws of Pakistan.
  - d. Saudi consulting firms shall make JV in accordance with Bye-Law 6(2) and Bye-Law 9 of the Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Bye-Laws 1986. Failure to provide valid Registration Certificate (license) of the firm (each member in case of JV) by the PEC will entitle the Client to reject the proposal.
  - e. Affidavit in original bearing the subject with project name on stamp paper duly attested by the Oath Commissioner to the effect that the firm has neither been blacklisted nor any contract rescinded in the past for non-fulfillment of contractual obligations (By all partner firms in case of JV). Non submission of the affidavit may be treated as disqualification resulting in to no further evaluation of the proposal.
  - f. Facilities available with the consultant to perform their functions effectively (proper office premises, software, hardware, record keeping etc.)
  - g. Client's satisfaction certificates (Performance Reports) from the respective Clients. Moreover, any adverse report regarding performance of consultant on **GoKP** projects received from **all GoKP Departments** or relevant quarter may become basis for its disqualification from the Assignment above named in clause 1.1.
  - h. Person-months of staff and Project Duration as per TOR and Bidding Data sheet.
- 2.1 The Documents are:
- (i) Letter of Invitation
  - (ii) Instructions to Consultants
  - (iii) Data Sheet
  - (iv) Technical Proposal Forms
  - (v) Financial Proposal Forms



- (vi) Appendix-A Terms of Reference (including Background information)
- (vii) Appendix-B: Person-Months and Activity Schedule
- (viii) Appendix-C: Client's Requirements from the Consultants
- (ix) Appendix-D: Personnel, Equipment, Facilities and Other Services to be provided by the Client, and
- (x) Copy of Model Agreement (Draft Form of Contract & Appendices etc.)

2.2 The address for seeking clarification is:

**Project Director (PMU), Gravity Flow Water Supply Scheme, Public Health Engineering Department Mansehra.**

3.1.2 The Consultants /bidder shall provide a bid security amounting to **PKR 10.00 Million** (Mandatory to be made part of Technical Proposal) in shape of bank draft in favor of **Project Director PMU, GFWSS Mansehra**. Bid Security shall be released after signing of the Contract. The successful Consultant shall submit Performance Security as specified in the Data Sheet, which shall remain valid until completion of Services including Defects Liability Period.

3.1.4 Proposed Key Personnel shall preferably be from lead firm only and shall preferably be permanent employees or under long-term contractual engagement.

Yes  No

(i) The minimum number of man-months of Personnel is:

As per the Data Sheet/Man months table

(ii) The minimum required Personnel are;

#### **Design Review & Construction Supervision Staff**

S#	STAFFING	Min. Qualification	No.	Man Month	Minimum Experience
<b>I) KEY STAFF</b>					
<b>A</b>	<b>Design Review Phase-03 Months Duration</b>				
1	Team Leader / Project Manager	BSc Civil Engg	1	3	20 yrs (5 yrs as Team Leader in water supply/water resources projects)
2	Contract & Procurement Expert	BSc Civil Engg + Msc Civil/Project Management	1	1	15 yrs (10 yrs in contracts execution/administration)
3	Design Engineer (Water Supply)	BSc Civil Engg + MSc Water Resources / Environmental Engg	1	3	15 yrs (5 yrs in drinking water supply/treatment design)
4	Water Treatment Expert	BSc Civil Engg + MSc Public Health / Environmental Engg	1	1	10 yrs (3 yrs in drinking water supply/treatment design)
5	Water Resources Expert	BSc Civil Engg + MSc Water Resources / Hydraulics Engg	1	1	15 yrs (5 yrs in water resources projects)
6	Design Engineer (MEP)	BSc Mechanical / Electrical Engg	1	1	15 yrs (5 yrs in water supply/water resources projects)
7	Design Engineer	BSc Civil Engg + MSc Transportation	1	1	15 yrs (5 yrs in road projects)



S#	STAFFING	Min. Qualification	No.	Man Month	Minimum Experience
	(Highway / Roads)	Engg			
8	Geo-Technical Engineer	BSc Civil Engg + MSc Geotechnical Engg.	1	1	15 yrs (5 yrs in landslide mitigation projects)
9	Hydro-geologist/ Hydrologist	BSc Hydrogeology / Hydrology / Civil Engg + MSc Hydrogeology / Water Resources Engg	1	1	15 yrs (5 yrs in water supply/water resources design)
10	Environmental Specialist	BSc Environmental Engg + MSc Environmental Engg.	1	1	15 yrs (5 yrs in water supply/water resources projects)
11	SCADA Engineer	BSc Electrical / Electronic Engg	1	1	15 yrs (SCADA design/installation)
12	Structure Design Engineer	MSc Structural Engg + Phd Structural Engg	1	1	15 yrs (5 yrs in hydraulic structures/treatment plants)
<b>B</b>	<b>Construction Supervision Phase-44 Months Duration</b>				
1	Team Leader / CRE	BSc Civil Engg	1	44	20 yrs (5 yrs in construction supervision of water supply/water resources projects)
2	Contract & Procurement Expert	BSc Civil Engg + Msc Civil/Project Management	1	36	15 yrs (10 yrs in contracts execution/administration)
3	Design Engineer (Water Supply)	BSc Civil Engg + MSc Water Resources / Environmental Engg	1	10	15 yrs (5 yrs in drinking water supply/treatment design)
4	Water Treatment Expert	BSc Civil Engg + MSc Public Health / Environmental Engg	1	8	10 yrs (3 yrs in drinking water supply/treatment design)
5	Design Engineer (MEP)	BSc Mechanical / Electrical Engg	1	10	15 yrs (5 yrs in water supply/water resources projects)
6	Design Engineer (Highway / Roads)	BSc Civil Engg + MSc Transportation Engg	1	10	15 yrs (5 yrs in road projects)
7	Geo-Technical Engineer	BSc Civil Engg + MSc Geotechnical Engg.	1	10	15 yrs (5 yrs in landslide mitigation projects)
8	SCADA Engineer	BSc Electrical / Electronic Engg	1	12	15 yrs (SCADA design/installation)
9	Structure Design Engineer	MSc Structural Engg + Phd Structural Engg	1	10	15 yrs (5 yrs in hydraulic structures/treatment plants)
10	Environmental Specialist	BSc Environmental Engg + MSc Environmental Engg.	1	8	15 yrs (5 yrs in water supply/water resources projects)
11	Resident Engineers	BSc Civil Engg + MSc Civil Engg	2	88	15 yrs (10 yrs in construction supervision; 5 yrs as RE)
<b>II) Non-Key Staff</b>					
<b>A</b>	<b>Design Review Phase-03 Months Duration</b>				
1	Junior Engineers	B.Sc. Civil Engineering	2	6	3 years with at least 1 year in construction related activities.
2	Chief Surveyor	S/he should have at least B-Tech in Civil Engineering	1	3	08 years of experience with at least 5 years in design of Water Supply and Water resources related Projects.
3	GIS Specialist	BSc/Diploma in GIS/RS/ Geography	1	3	12 years' experience
4	Quantity Surveyor	DAE Civil	1	3	8 years' Experience
5	Surveyors	3yrs Diploma in Civil/Survey Technology	2	6	8 years' Experience
6	Auto CAD Operators	DAE in Civil Technology with certificate in CAD	2	6	8years' experience
7	Computer operators	BSc in Computer science/ DIT	2	6	5years' experience OR DIT with 10 years' experience
<b>B</b>	<b>Construction Supervision Phase-44 Months Duration</b>				



S#	STAFFING	Min. Qualification	No.	Man Month	Minimum Experience
1	Finance Specialist	MBA/ ACCA or related degree	1	36	20 years of experience and at least 7 year in donor funded projects
2	Assistant Resident Engineers (Civil)	BSc Civil Engineering	2	88	08 years of experience
3	Assistant Resident Engineer (MEP)	BSc Mechanical Engineering/Electrical/ Mechatronics	1	30	08 years of experience
4	Material Engineer / Quality Control Specialist	BSc Civil Engineering / M.Sc. Geology	1	44	12 years of experience in material testing
5	Principal Sociologist	MSc. /Bs. Sociology/Social Sciences/Development Studies	1	30	10 years' experience or BSc with 12 years 'experience
6	Contract Engineer	B.Sc. Civil Engineering	1	22	5 years' experience
7	Chief Surveyor	3 Years Diploma in Civil/Survey Technology	1	40	12years' experience
8	Surveyors	3 yrs Diploma in Civil/Survey Technology	2	80	8 years' Experience
9	Survey Assistants	Matric	2	80	4 years Experience
10	Quantity Surveyor	3 Yrs Diploma in Civil/ Quantity Survey Technology	1	44	8 years Experience
11	Junior Engineers (Civil)	B.Sc. Civil	2	72	3 years' experience
12	Junior Engineer (MEP)	B.Sc. Mechanical / Electrical	1	36	3 years' experience
13	Inspectors (Civil)	B-Tech/DAE in Civil Technology	4	160	8 years' experience
14	Inspectors (MEP)	B-Tech/DAE in Mechanical/Electrical Technology	1	40	8 years' experience
15	Lab Technician	B-Tech/DAE in Civil Technology	2	80	8 years' experience
16	Lab Attendant	Matric / FA	2	80	5 years' experience
17	Auto CAD Operators	DAE in Civil Technology with certificate in CAD	1	44	8 years' experience
18	Junior Sociologist / Environmentalist	Bs. Sociology/Social Sciences/Environmental Sciences or equivalent	2	48	5 years' experience
19	Computer operators	BSc. in Computer science/ DIT	2	80	5 years' experience
20	Media Manager	Graduation in Media sciences or related	1	20	5 year experience preferably in digital media
<b>III) Support Staff</b>					
<b>A</b>	<b>Design Review Phase-03 Months Duration</b>				
1	Office / Account Manager	Bachelor Degree	1	3	06 years' experience
2	Office Assistants	FA/FSc.	2	6	04 years' experience
3	Office Boys	Matriculate	2	6	-
4	Chowkidars / Security Guards	Matriculate	2	6	-
5	Cooks	Matriculate	1	3	-
<b>B</b>	<b>Construction Supervision Phase-44 Months Duration</b>				



S#	STAFFING	Min. Qualification	No.	Man Month	Minimum Experience
1	Office / Account Manager	Bachelor Degree	1	40	06 years' experience
2	Office Assistants	Matriculate	2	80	4 years' experience
3	Office Boys	Matriculate	3	132	-
4	Chowkidars / Security Guards	Matriculate	3	132	-
5	Cooks	Matriculate	3	132	-

**Notes:**

1. At the proposal stage, firms shall submit CVs and supporting documents **only for Key Staff**. CVs and documents for **Non-Key Staff** will be required at the time of deployment and must be submitted for Client approval.
2. All **Key Staff positions must be nominated and provided by the Lead Firm** to ensure effective execution of the project.
3. **No evaluation marks shall be awarded to “To Be Nominated (TBN)” positions for Key Staff**. Only fully identified and qualified Key staff will be considered during proposal evaluation.
4. **Overlapping of CVs** between the Design Review Stage and the Construction Supervision Stage is permitted, provided that the proposed staff meets the minimum qualification and experience requirements for both assignments.

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

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

3.2.6 Cost of the proposal shall be quoted in Pak Rupees.

4.1 The number of copies of the Proposal required is:

Technical Proposal:

One Original and one hard copy with flash memory/ USB (soft form of complete Technical Proposal in PDF Searchable Form) in sealed envelope.

Financial Proposal:

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



The address for writing on the proposal is:

**Project Director PMU**  
Gravity Flow Water Supply Scheme,  
Public Health Engineering Department  
Manshera.

4.4 The date and time of proposal submission is:  
As per the advertisement.

4.5 Bid Validity period of the proposal is:  
**One Hundred and Twenty (120) days**

Location for Negotiation is: Location for submission of proposal

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

S.No	Description	Percentage of Points
(1)	<b>Qualification and Competence of the Key Staff for the Assignment</b>	<b>30%</b>
	(a) Academic and General Qualification	10%
	(b) Relevant Experience in the respective field of expertise and similar assignments	20%
(2)	<b>Experience of the Consultants relevant to the Assignment and standing of firm</b>	<b>50 %</b>
	(a) Proof of Long Standing of the Firm	05%
	(b) Turnover for last three years	03%
	(c) Certification	02%
	(d) Experience in similar nature of Projects	30%
	(e) General Experience	10%
(3)	<b>Adequacy and quality of the proposed Work planned Methodology in responding to the TORs and JV with Saudi Firm</b>	<b>20%</b>

**NOTE:**

1. The participants must strictly meet the stated criteria; In case of failing to meet the



minimum requirement, the whole proposal will be rejected.

2. Consultants meeting the requirements i.e overall passing marks 70% shall be considered technically qualified.
3. Consultant will also submit no litigation certificate.
4. The lead firm shall hold a financial share more than the JV partners. The lead firm must secure a minimum of 60% passing marks in each category in the evaluation. No separate passing criteria shall apply to individual joint venture (JV) partner.
5. The provision in RFP is made keeping in view the requirement of the work. However, actual staff and number of personnel from consultant will be deployed after approval of employer/Project Director Office.
6. Experience of the personnel will be considered while working on the projects exclusively. Part time working in projects with full time engagement in government or semi government organization, NGOs or educational institutes will not be considered. If such case exists, the expert must provide an affidavit (on legal stamp paper) that he was not engaged with any of the above-mentioned organization/institutes during his working on the previous as well as this proposed project.



S#	Description/ Item	Points	Document/Record to be provided in Proof		
1	<b>Qualification and Competence of the Key Staff for the Assignment</b>	<b>30</b>	10% marks to (a) Academic and General Qualification 20% marks to (b) Experience in similar assignments		
	Academic qualifications and experience	10	<b>Sr. No</b>	<b>Designation</b>	<b>Assigned Points</b>
			K01	Team Leader / Project Manager	5
			K02	Contract & Procurement Expert	3
			K03	Design Engineer (Water Supply)	3
			K04	Water Treatment Expert	2
			K05	Design Engineer (MEP)	2
			K06	Design Engineer (Highway / Roads)	1.5
			K07	Geo-Technical Engineer	1.5
			K08	Hydro-geologist / Hydrologist	1.5
			K09	Environmental Specialist	1.5
			K10	SCADA Engineer	1.5
			K11	Structure Design Engineer	1.5
			K12	Resident Engineers (2 Nos)	6
			<b>Sub-total</b>	<b>30</b>	
			<p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• Detail CV's (with Picture of candidate) duly signed by authorized Rep. of lead firm</li> <li>• Attested Photocopy of highest qualification degree.</li> <li>• Photocopy of PEC Card (for Engr. Only).</li> <li>• CNIC No. must be mentioned in CV.</li> <li>• Pay slips of proposed permanent key staff for last six months must be attached to prove the six months service of the employee in the firm.</li> <li>• Affidavit on stamp paper from the proposed staff about their availability and consent to work on the project.</li> <li>• Experience to be mentioned in the detailed CV, supported by Appointment letters, Experience Certificates etc duly attested.</li> <li>• Reduced points shall be awarded in case of insufficient experience has been provided.</li> <li>• Zero marks will be assigned if any of the above is missing.</li> </ul>		
2	<b>Experience of the Consultants</b>	<b>50</b>			

**SFD**الصندوق السعودي للتنمية  
Saudi Fund for Development

relevant to the Assignment and standing of firm			
(a)	<b>Proof of Long Standing of the Firm (Lead Firm only)</b>	05	Full Points shall be allotted to the firm having twenty five (25) or more years' experience since its registration. Zero points if the criteria are not fulfilled. Note: Lead firm must provide the Proof of legal status in the form TECH-I.
(b)	<b>Average turnover of the firm (Lead Firm only)</b>	03	Full Points shall be allotted to the firm having Average Turnover for last Three Years 900 million. Note: Lead firm Average turnover along with proof in the <u>mandatory section</u>
(c)	<b>Certification</b>	02	For the ISO Certification 9001:2015, 14001:2015, 45001:2015 points will be allocated 0.5 for each certificate. The 0.5 will be allocated for any other ISO certificate.
(d)	Experience in Similar Nature Projects. (Lead Firm only)	30	<b>Four (04) Completed PHE Projects (must include Water Supply) completed during last 10-years, subject to the following sub-criteria: (total 24-marks)</b> <b>a.</b> For Project Cost more than PKR 12.00 billions: <b>06 Marks per project (full marks)</b> <b>b.</b> For Project Cost more than PKR 8.00 billions: <b>03 Marks per project</b> <b>c.</b> No marks shall be allotted to works below the above criteria. <b>d.</b> Zero marks shall be allotted in case the Completion Certificate is NOT provided with Data Sheet as proof of completion.  Note: <ul style="list-style-type: none"><li>Maximum of 04 projects can be claimed for this purpose.</li></ul> <b>Three (03) Ongoing PHE Projects (must include Water Supply), subject to the following sub-criteria: (total 06-marks)</b> <b>a.</b> For Project Cost more than PKR 20.0 billions: <b>02 Marks per project (full marks)</b> <b>b.</b> For Project Cost more than PKR 10.0 billions: <b>01 Marks per project.</b> <b>c.</b> No marks shall be allotted to works below the above criteria. <b>d.</b> Zero marks shall be allotted in case the LOA or Agreement is NOT provided with Data Sheet as proof of



in-hand project.

**SFD**

الصندوق السعودي للتنمية  
Saudi Fund for Development



- Note:
- Maximum of 03 projects can be claimed for this purpose.

	ii) General Experience (Consortium Experience)	10	<p><b>a) Top Four (04) Completed Hilly Area Road Projects (must include Bridges), subject to the following sub-criteria: (total 04-marks)</b></p> <p>a. for Project Cost more than PKR 10.0 billions: <b>01 Marks per project (full marks)</b></p> <p>b.No marks shall be allotted to works below the above criteria.</p> <p>c.Zero marks shall be allotted in case the Substantial Completion Certificate is NOT provided with Data Sheet as proof of completion.</p> <p>Note: Maximum of 04 projects can be claimed for this purpose.</p> <p><b>b) Two (02) Completed Tunnel Projects (must include Design either road, irrigation or hydropower tunnel), subject to the following sub-criteria: (total 02-marks)</b></p> <p>a. for Project Cost more than PKR 05.0 billions: <b>01 Marks per project (full marks)</b></p> <p>b.No marks shall be allotted to works below the above criteria.</p> <p>c.Zero marks shall be allotted in case the Substantial Completion Certificate is NOT provided with Data Sheet as proof of completion.</p> <p>Note: Maximum of 02 projects can be claimed for this purpose.</p> <p><b>c) Top Four (04) Completed Projects (Other than PHE &amp; Roads), subject to the following sub-criteria: (total 04-marks)</b></p> <p>a. for Project Cost more than PKR 10.0 billions: <b>01 Mark per project (full marks)</b></p> <p>b.No marks shall be allotted to works below the above criteria.</p> <p>c.Zero marks shall be allotted in case the Completion Certificate is NOT provided with Data Sheet as proof of completion.</p> <p>Note: Maximum of 04 projects can be claimed for this purpose.</p>
--	---	----	--



<b>3</b>	<b>Adequacy and quality of the proposed Work planned Methodology in responding to the TORs</b>	<b>20</b>	
	i) Understanding of objective	3	
	ii) Quality of Methodology	6	
	iii) Work Plan & Managing Schedule	5	
	iv) Innovativeness	2	
	v)Proposals Presentation	2	
	vi) Performance Certificates of Engg. Departments (Overall Pakistan)	2	Two (2) No. Performance Certificates recently obtained for the completed projects cost more than 10.00 billion other than the projects evaluated in experience of the firm i.e. One (1) mark per certificate.
<b>Total Points</b>		<b>100</b>	
<b>Qualifying Marks</b>		<b>70/100</b>	

5.3.3 Weight of Technical Proposal is 80%

Weight of Financial Proposal is 20%

Hence the evaluation is based on 80:20

6.1 Location for Negotiation is: Location for submission of proposal

7.2 Successful consultant is required to submit Performance security in the form of Bank Guarantee equal to 10 % of the contract amount valid till completion of defects liability period of the project.



# TECHNICAL PROPOSAL FORMS



## Technical Proposal–Forms

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

### Checklist of Required Forms (subparagraph 3.1.3 of ITC)

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



## TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

To: [Project Director  
PMU PHE Department, Mansehra  
Gravity Flow Water Supply Project]

Dear Sir!

We, the undersigned, offer to provide the consulting services for **DESIGN REVIEW AND CONSTRUCTION SUPERVISION OF THE PROJECT TITLED GRAVITY FLOW WATER SUPPLY SCHEME, DISTRICT MANSEHRA (SFD ASSISTED) ADP#112/130237(2025-26)** in accordance with your Request for Proposal dated [Insert Date].

We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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

[AND

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

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or may be sanctioned by the Client in compliance of Rule-44 of the KP-PPRA Rules, 2014.



- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest in accordance with ITC Clause 1.9.
- (d) We meet the eligibility requirements as stated in Data Sheet Clause 1.8.
- (e) Neither we, nor our JV member or any of the proposed individual Specialist Sub-consultants prepared the TOR for this consulting assignment.
- (f) Within the time limit stated in the Data Sheet, Clause 4.5, we undertake to negotiate a contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in ITC, Clause 6.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In compliance (and, if the award is made to us, in execution) of Contract, we undertake to obey the Integrity Pact (attached herewith duly signed by authorized representative and stamped).

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

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

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (firm's name or JV's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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



**TECH-2A**

## **CONSULTANT'S ORGANIZATION**

- [1. Provide here a brief description of the back ground and organization of your Firm, and—in case of a joint venture— of each member for this Assignment.
  
2. Include organizational chart, a list of Board of Directors, and beneficial ownership<sup>1</sup>.]

---

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



**CONSULTANT'S EXPERIENCE/ CLIENT'S REFERENCE**

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

[1. Using the format below, provide information on each successfully completed reference assignment for which your firm, either independently or as one of the members of Joint Venture (JV), was largely contracted by indicating the share of the firm itself in the JV.

2. Assignments completed by the Consultant's individual Experts working privately or through other consulting firms or that of the Consultant's Specialist Sub-consultant, cannot be claimed as the relevant experience of the Consultant, but can be claimed by the Experts or the Specialist Sub-consultants themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.]

Assignment name:	Approx. value of the contract (PKR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Key Personnel Provided by Your Firm:	No of other personnel provided by your Firm:
Address:	Approx. value of the services provided by your firm under the contract (in PKR):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Consultant's Name: \_\_\_\_\_



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

[In this part of the Technical Proposal, explain understanding of the objectives of the Assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of the detail of such output. You should explain your methodology to complete the project within time and budget. The approach must be indigenous project specific approach of consultant and not a generic one or copy of the TOR.

Your Technical Proposal (upto 50 Pages, inclusive of charts and diagrams) may be divided into the following three chapters:

- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exacted output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Forms TECH – 7 and TECH-8.
- c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

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



## COMMENTS / SUGGESTIONS OF CONSULTANT

[Provide here comments and suggestions on the Terms of Reference and on Counterpart Staff and facilities to be provided by the client, that could improve the quality/effectiveness of the Assignment separately under Forms TECH-4A and TECH-4B respectively.]

### **A. On the Terms of Reference (TOR)**

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve Performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal. ]

### **B - On Counterpart Staff and Facilities**

[Comment here on counterpart staff and facilities to be provided by the client including: administrative support, office space, local transportation, equipment, data, etc.]

#### **Note:**

1. The Consultant may propose a team of experts to best achieve the scope of service and activities and to deliver outputs as required in TOR. Proposed changes in position/individual inputs should be indicated and reasoned in the Technical Proposal but incorporated only in the Financial Proposals (showing excess/saving, in datum Price as worked out with the person months indicated in the RFP, which must be clearly bifurcated and marked red at each place for acceptance or otherwise by the Client at its prerogative during negotiations).
  - (i) The Proposal may assign person-month inputs differently from TOR. However, Key Personnel input totals in the Proposal should not be less than the minimum totals of person-months inputs mentioned in Data Sheet.
  - (ii) The Proposal may include additional expert position/s. However, additional expert will be considered Non-Key Personnel for the purpose of proposal evaluation.
  - (iii) If the Proposal drops or replaces a Key Personnel position with a different one, the original position will receive zero score in the technical evaluation and the new position added in the Proposal will be considered Non-Key and will not be evaluated.
  - (iv) **DO NOT INCLUDE EXCESS/SAVING INFORMATION IN TECHNICAL PROPOSAL.** If Technical Proposal includes financial information, the Proposal will be rejected under Clauses of ITC.



2. When the Consultant suggests a change in scope of service, activities or output, the Consultant must describe the details in Form TECH-4A and the change should not be incorporated in the Proposal. Enumerate each suggestion in Form TECH- 4A with incremental cost as a separate attachment to Financial Proposal indicating breakdown into individual remuneration and expenses for each suggestion. Forms FIN-1 to 7 should be prepared without incorporating the changes.
  - (i) If Financial Proposal provides no separate attachment about incremental cost to a suggestion, the suggestion will be considered at no additional cost to the Client and no negotiations for an incremental cost shall be done;
  - (ii) **DO NOT INCLUDE INCREMENTAL COST INFORMATION IN TECHNICAL PRPOSAL.** If Technical Proposal includes financial information, the Proposal will be rejected under Clauses of ITC.



**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL AND  
SPECIALIST SUB-CONSULTANT (IF ANY)**

1. *Proposed Position* [only one candidate shall be nominated for each position]: \_\_\_\_\_
2. *Name of Firm* [Insert name of firm proposing the staff]: \_\_\_\_\_
3. *Name of Staff* [Insert full name]: \_\_\_\_\_
4. *Date of Birth*: \_\_\_\_\_  
*Nationality & CNIC or Passport No*: \_\_\_\_\_
5. *Education* [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: \_\_\_\_\_
6. *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].*
7. *Membership of Professional Associations*: \_\_\_\_\_
8. *Other Training* [Indicate trainings obtained]: \_\_\_\_\_
9. *Countries of Work Experience*: [List countries where staff has worked in the last ten years]: \_\_\_\_\_
10. *Languages* [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_\_
11. *Years with Firm*: \_\_\_\_\_
12. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. ]:

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_



13. Details of the assigned tasks  [List all tasks to be Performed under this	14. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned  <b>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 13.]</b> Name of assignment or project:  Year:  Location:  PE:
	Main project features:
	Positions held:
	Activities Performed:

15. **Certification:**

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

- (i) This CV correctly describes me, my qualifications, and my experience;
- (ii) I am not a current employee of the Executing or the Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this Assignment for the duration and in terms of the inputs specified for me in Form TECH-5 provided team mobilization takes place within the validity of this Proposal;
- (iv) I was not part of the team who wrote the Terms of Reference for this consulting services Assignment;
- (v) I am not currently debarred by any department/organization/ (semiautonomous/ autonomous) bodies or such like institutions in Pakistan; and
- (vi) I have been informed by the Firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the Assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

[If CV is signed by the Firm's authorized Representative:

I, as the authorized representative of the Firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named Key Personnel to submit his/her CV, and that s/he will be available to carry out the Assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.]





## TECH-6

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

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

<b>Name</b>	<b>Position</b>	<b>Area of Expertise</b>	<b>Task Assignment</b>	<b>Present location</b>	<b>Name of assignment involved and clients names at present</b>

#### 2. Other Personnel

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

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



**TECH-7**

**WORKPLAN/ACTIVITY SCHEDULE**

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

**Note:** Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PE approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase. Duration of activities shall be indicated in the form of a bar chart.



**TECH-8**

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

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

Continuous: \_\_\_\_\_

Intermittent: \_\_\_\_\_

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

Yours faithfully,

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

Full Name \_\_\_\_\_  
Designation\_\_Address  
\_\_\_\_\_



**TECH-9**

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

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

<b>Name of project</b> <i>(related to PHE only)</i>	<b>Scope of Services</b>	<b>Client/ Location</b>	<b>Project Cost / Fee</b>	<b>Start Date/ Completion Date</b>

OR any other important data related to above current commitments.



# FINANCIAL PROPOSAL FORMS



**FIN-1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [PD PMU PHE Department]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **DESIGN REVIEW AND CONSTRUCTION SUPERVISION OF THE PROJECT TITLED GRAVITY FLOW WATER SUPPLY SCHEME, DISTRICT MANSEHRA (SFD ASSISTED)ADP#112/130237 (2025-26)** in accordance with your Request for Proposal dated [Insert Date] and Our Technical Proposal. Our attached Financial Proposal is for the amount of -----  
-----{Insert amount in words and figures},

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

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

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

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

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

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_



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

**FIN-2**

**BREAK DOWN OF RATES FOR CONSULTANCY CONTRACT**

Firm: \_\_\_\_\_

Name	Position	Basic Salary per Cal. Month	Social Charges (%age of 1)	Overhead (%age of (1+2))	Sub-Total (1+2+3)	Fee(%age of 4)	Rate per Month for project Office	Field Allowance. (%age of 1)	Rate per Month for Fieldwork
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>Design Review Phase</b>									
<b>Sub Total</b>									
<b>Construction Supervision Phase</b>									
<b>Sub Total</b>									
<b>Grand Total</b>									

**Notes:**

- ItemNo.1 Basic salary shall include actual gross salary before deduction of income tax. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.
- ItemNo.2 Social charges shall include Client’s contribution to social security, paid vacation, average sick leave and other standard benefits paid by the firm to the employee. Break down of proposed percentage charges should be submitted and supported {see Form FIN-3}.
- ItemNo.3 Overhead shall include general administration cost, rent, clerical staff and business getting expenses, corporate tax including sales tax on services and insurances, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported {see Form FIN-4}.
- Item No. 5 Fee shall include firm’s profit and share of salary of partners and directors {if not billed individually for the project} or indicated in overhead costs of the firm.
- Item No. 7 Normally payable only in case of field work under hard and arduous conditions.
  - Note 1 The minimum percentage of item (1) should be preferably 50% of (8).
  - Note 2 The Consultant is to provide appointment letter and affidavit/undertaking duly signed by each of the individual Personnel showing salary rates as above. Further during execution each invoice will also be provided showing that the Personnel have been paid their salaries as per basic rates mentioned therein;



failing to which, PMU will take punitive action against the Consultant and shall deduct the deficient amount from its monthly invoice. Moreover it will be considered as a negative mark on the Consultant's performance that will be considered for future projects.

Note 3 The Consultant shall provide its audited financial statements of latest three fiscal years, during negotiations, with respect to second paragraph under SC 6.2 (b) of the Model Agreement (APPENDIX-E).

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

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

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









**REIMBURSABLE DIRECT/NON-SALARY COSTS**

<b>REIMBURSABLE EXPENSES</b>						
<b>A</b>	<b>Design Review Phase-03 Months Durations</b>					
<b>No</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Months</b>	<b>Total Months</b>	<b>Remarks</b>
1	Office Rent	Monthly	1	4	3	
2	Office Furniture etc	LS Budget	1	1	1	Detail of Items to be provided. The same Shall be handed over to PHE Department after completion of project.
3	Office Utilities, Electricity gas water etc	Monthly	1	4	3	
4	Communication Charges EVE Internet, Mobile Cards, Courier Charges	Monthly	1	4	3	
5	Office Supplies / Stationery etc	Monthly	1	4	3	
6	Rental Transportation with POL and Driver	Monthly	2	4	6	2 No. Vehicles
<b>B Construction Supervision Phase-44 Months Durations</b>						
<b>No</b>	<b>Description</b>	<b>UNIT</b>	<b>Qty</b>	<b>Months</b>	<b>Total Months</b>	<b>Remarks</b>
<b>PROJECT OFFICE COST</b>						
1	Rent Field Office at Mansehra	Monthly	1	44	44	
2	Office Furniture etc	LS Budget	1	1	1	Detail of Items to be provided. The same Shall be handed over to PHE Department after completion of project.
3	Office Utilities, Electricity gas water etc for field office	Monthly	1	44	44	



4	Communication Charges EVE Internet, Mobile Cards, Courier Charges	Monthly	1	44	44	
5	Purchase of Office Equipment Laptop, Desktop, Computers, Printers B&W + Color, Heavy duty multi-function photocopier, scanners, Tonners, Refill, Telephone Exchange, Generator, Repair & Maintenance of equipments etc.)	LS Budget	1	1	1	Detail of Items to be provided. The same Shall be handed over to PHE Department after completion of project.
6	Office Supplies / Stationery etc	Monthly	1	44	44	
7	Per Diem Allowance	LS Budget	1	1	1	Details to be provided at execution stage
8	Vehicles (03 no.s 4x4 double cabin, 02 no.s 4x4 jeeps or Toyota corolla cars) including driver salary with POL and Maintenance charges (vehicles not more than five-years-old)	Monthly	5	44	220	
9	Rental Furnished guest house accommodation for PHE and Donors including utility charges, bills etc	Monthly	1	44	44	



[inset project title]

### SUMMARY OF CONSULTANCY COST

[Refer also to Notes under Form TECH-4]

S #	DESCRIPTION	Amount (PKR)
<b>A) Design Review Phase</b>		
(i)	Estimated Salary Cost inclusive of all taxes (FIN-5)	
(ii)	Reimbursable (Non-Salary) Direct Cost inclusive of all taxes (FIN-6)	
<b>Sub Total (A) :</b>		
<b>B) Construction Supervision Phase</b>		
(i)	Estimated Salary Cost inclusive of all taxes (FIN-5)	
(ii)	Reimbursable (Non-Salary) Direct Cost inclusive of all taxes (FIN-6)	
<b>Sub Total (B) :</b>		
<b>GRANDTOTAL (A+B) :</b>		
<b>(Total Amount in Words)</b>		

- Note: 1- *The dues and salaries of staff are payable by the Consultant in time and not later than 10<sup>th</sup> of the following month positively. In case of failure to do so Client shall intervene and pay these dues and salaries of the concerned Personnel and recover from the invoice of the Consultant at actual charges paid plus 1% of the amount. This will also be accounted for adversely in making assessment of the Consultant in the next evaluation process for selection of consultants with report of such defaults.*
- 2- *The bid price is inclusive of all applicable taxes.*
- 3- *The complete cost of providing services required under this contract cost is supposed to be built up in bid price and if anything is left blank it should be deemed to be included in cost except for items to be provided through construction contract.*

Seal of the Company

Signature of the Authorized Representative



## **APPENDIX-A**

# **TERMS OF REFERENCE**

(Including Description of Services)



**APPENDIX A**  
**DESCRIPTION OF THE SERVICES**  
**(PART- I)**

**TERMS OF REFERENCE FOR**

**DESIGN REVIEW AND CONSTRUCTION SUPERVISION OF THE PROJECT TITLED**  
**“GRAVITY FLOW WATER SUPPLY SCHEME, DISTRICT MANSEHRA (SFD**  
**ASSISTED) ADP#112/130237(2025-26)”**

**1. Introduction**

Project Management Unit (PMU) Public Health Engineering Department (PHED) is implementing the Gravity Flow Water Supply Scheme (GFWSS) under ADP#112/130237(2025-26) for which funds are provided by the Government of KP and the **Saudi Fund for Development (SFD)**. The project aims to fulfill the present and future drinking water needs of the residents of the Project Area (Municipal Committee Mansehra). The project will also uplift socio-economic conditions of the residents of the project area by providing potable water.

Earlier Public Health Engineering Department, Govt. of Khyber Pakhtunkhwa had engaged National Engineering Services Pakistan (Pvt.) Limited (NESPAK) who provided engineering consultancy services for Review of Feasibility Study and Detailed Design for Construction of Gravity Flow Water Supply Scheme Mansehra.

Now the Project Management Unit (PMU) Public Health Engineering Department (PHED) Government of Khyber Pakhtunkhwa intends to hire the services of qualified and experienced consultants having requisite skills and experience to review the design and supervise the construction activities along with the support to project management unit for the timely completion of the project.

Mansehra city is facing acute shortage of water for the last several years. There is no sustainable water source for Mansehra city. At present, about 480,000 imperial gallons per day (igpd) of water is being supplied by TMA to the MC area. The present average per capita water being supplied to MC population is merely 2.3 imperial gallons per capita per day which is highly insufficient to cope with the daily water requirement. The existing water distribution network as reported was laid in phases since 1985. The distribution network is very old and damaged at various locations resulting in the wastage of water through leaking joints, which are also sources of water contamination.

The existing water supply system is lacking both in quality and quantity in meeting the drinking water needs of the urban population of Mansehra City. Keeping in view the present situation, it had become necessary to construct a water supply scheme for Mansehra City to meet the present as well the future water demand of the residents of the Mansehra City.



The proposed water supply scheme is mainly along the Naran Kaghan Road except from the start and end point. The intake source as starting point is situated in Kaghan valley at a distance of about 54.6 km from Mansehra on Balakot- Naran road. A narrow unpaved hill road (Sharan Road) off takes to the source near Paras. The end point of proposed water supply scheme is located in Mansehra City.

This project broadly comprises the following components:

- A. Intake Works;
- B. Access road to Intake site;
- C. Raw Water Conduction Main;
- D. Cross Drainage Works;
- E. Pipe Crossing Structures;
- F. Access Road up to WTP site;
- G. Water Treatment Plant and Allied Works;
- H. Treated Water Conveyance System (from WTP to High Ground Reservoirs);
- I. High Ground Reservoirs;
- J. Water Distribution Network including Consumer Meters;
- K. SCADA and Flow Metering (NRW Reduction);
- L. Geo Hazard and Land Slide Mitigation;
- M. Environmental Management and Mitigation.

## **2. Scope of Services**

1. The consultants are required to render following essential services during Design Review & Supervision phases to ensure timely and successful completion of Gravity Flow Water Supply Scheme Mansehra.
2. The overall scope of the instant consultancy services is to carry out (a) Detailed Engineering Design review and (b) Resident Construction Supervision for components of the Project as per approved scope of work to be carried out from source to treatment plant and up to end points.
3. The Consultant shall act as the Engineer for the Project and shall be responsible for design review, construction supervision, quality control, certification of payments, administration of the works contract, and reporting to the Client. The consultants will be responsible to serve as the "Engineer" within the context of the conditions of the construction contracts to provide day-to-day contract administration, construction supervision, quality assurance of works, management of claims and disputes and manage social safeguards and environmental provisions associated with the contracts. The consultant will also be responsible for supervising all the construction work. As "The Engineer", the consultant will administer the construction contracts and ensure that the contractual clauses are observed to manage the time, quality and cost and will ensure the works are constructed in accordance with the provisions of the construction contracts. The Consultant will be responsible for measurement and certification of the works completed and for certifying and recommending payments to the contractors. The Consultant will be required to nominate Team Leader, Resident Engineer(s) and other required staff for the contracts to perform full-time resident supervision at site, in



accordance with these TORs. The consultant will work in close coordination with PMU and the Administration.

4. As part of these services, the Consultant will assist PMU in the efficient administration and implementation of the project, support and strengthen it in its tasks, monitor progress, carry out quality control and recommend any actions to be taken to remedy any delays and assist in reporting on project activities. The Consultant have a specific responsibility to ensure that the works are executed in accordance with detailed design and reviewed by the consultant under this proposal (unless amended officially by the Consultant as requested by Client / Employer) and are constructed to the prescribed quality in accordance with the specifications, bidding documents, and quality assurance systems.
5. The Consultant will report to the Project Director, PMU Gravity Flow WSS Mansehra and the other key staff of PMU.
6. The Consultant will render services through dedicated staff in the core team comprising national and international key experts, construction supervision and support team, design coordination team and contract and financial management team for providing assistance to Client / Employer in the construction supervision of work and implementation and management of the Project.
7. The Project Management and Construction Supervision Team shall provide support in overall coordination and management of the project including, progress and performance monitoring and reporting, contract administration and management, financial management, environmental and safeguards compliance and training and necessary assistance to the Client and other government staff to ensure effective project implementation.
8. Design Coordination Team will carry out design recognizance of the feasibility studies of the subprojects if any and detailed engineering design, drawings, bill of quantities, construction schedules and tender documents. The Design Coordination shall also respond to any specific design change request from PMU during the execution of the project. Design Coordination Team will finalize the detailed design and bill of quantities (BoQs) and will respond to all the design related submittals, request for information, request for clarification, requested for approval of materials/sources etc. and other design related documentation.
9. Contract and Financial Management Team will be responsible for efficacy of the contract administration duly supporting the construction supervision team at all times to ensure that the Contractor fulfils its contractual obligations and whenever necessary recommend the required contractual actions to the Engineer and the Employer. Moreover, the team shall advise and assist the Engineer to avoid or minimize the claims for time extension and financial compensation and will assist in the proceedings of the dispute board and arbitrations, as the case may be.
10. The Consultants will be responsible for all construction supervision of all works, supply and install and other contracts that would be carried out under this component of the Project.
11. Being designated as the “the Engineer” “(and or Project Manager)” for the civil works, goods, and equipment supply and installation contracts and other goods contracts, the Consultants will be responsible also for the inspection and supervision of the construction works, installation of equipment and testing of construction material, in order to ensure that the works implemented and the construction goods supplied are in accordance with the designs, specifications, and



terms and conditions of the relevant contracts and standards. The Consultants will ensure that the procurement of construction goods, services, and civil works contracts is in accordance with the applicable law/ rules and Regulations, the contracts and signed and managed appropriately, including and changes or variation orders necessary during implementation.

12. The Consultants will provide support to employer in overall project management throughout the project implementation stage in activities such as preparation of project implementation plans, annual expenditure planning budgeting and financing forecast and plans, monthly, quarterly reports and annual reports or work programs and presentations, as required by the GoKP and financiers of the project. They will also help in development of the procurement plans, contract management, financial management for which they will develop a system that can be linked with the Project Management or field units responsible for over financial management of the project. The plans will be updated on a regular basis as required by employer.
13. The Consultants will support in obtaining site permits, construction permits, or any other permits or paperwork which are necessary for the project and will act on behalf of the Owner as and when designated. The consultants will support employer in procurement of works and equipment under the project, preparation of bidding documents for such procurement, support in evaluation of bids, preparation of bid evaluation reports, contract management, and implementation of EIAs, EMPs, RAPs and day to day management issues.
14. The Consultants will support Employer in drafting terms of reference for any additional work that will be carried out under the project for which additional services will be required and identified during project implementation. The consultants will also provide technical assistance and training to the project staff and for that purpose prepare an overall training program for on-the-job training and possibly study tours based on the assessment of the training and technical assistance needs for the Employer for implementation of the Project and other programs. The training programs are likely to cover but are not limited to: (a) on the job training for management of data systems and digital platforms; (b) project management, project planning, expenditures planning, budgeting; (c) preparation of detailed designs according to international standards, EIAs; and (d) procurement and contract management.

### **3. Methodology for Planning & Design Review**

The Consultants' methodology required is to achieve the objectives of the project in the most efficient, cost-effective and timely manner while maintaining the highest standards of the quality of the inputs and the outputs as described here after:

- Goal-oriented based on the analysis of the different components of the Project.
- Participatory approach to be followed throughout the provision of consulting services;
- To respond to the complex needs of the services required by its different stakeholders as well as the management and accountability needs of the client.
- To employ a Unified Management Approach (UMA) with procedures for effective execution of the project activities, internal coordination, monitoring and feedback during implementation of the consultancy.

### **4. Phase (I) – Design Review Phase**



The scope broadly includes entire review/update existing design of engineering works (Civil, Mechanical, Electrical, and Structural), SCADA System, Geo Hazard and Land Slide Mitigation Measures, Non-Revenue Reduction Plan and Financial Sustainability Model and other related services.

1. The Consultant shall review the detailed design, drawings, specifications, cost estimates, hydraulic calculations, and bidding documents/contracts prepared earlier, and shall submit a Design Review Report highlighting observations, recommendations, and required modifications for Client approval. Final approval of revised designs shall rest with the Client.
2. The consultant will review the detailed design prepared by National Engineering Services Pakistan (Pvt.) Limited (NESPAK) of project components (Intake structure, Access Roads, Cross drainage structures, raw water conduit main, pipe crossing structures, water treatment plant, distribution system, treated water conveyance system, High Ground Reservoirs, Geo Hazard, land slide mitigation measures and all other allied components) including structure designs and will make all necessary improvements/changes/ addition and if any alternate route or tunnels are possible may propose as per international standards & practice accordingly.
3. To update the design based on most suitable treatment technology for the project keeping under consideration but not limited to following factors such as available and freshly conducted water sampling, soil investigation studies, topographic survey, land availability/suitability and socio economic conditions/requirements of the target serving areas and preparation of detailed designed drawing where required..
4. The consultant shall check the feasibility and suitability of the proposed treatment plant, supply main, Surface reservoirs and other civil/ electrical/ mechanical works and recommend/ validate most favorable solution and prepare recommended reviewed design.
5. Consultant shall prepare/vet technical specifications of all the intake structure, treatment plant, supply lines, civil work, distribution network and other allied structures.
6. The consult will rectify/improve the short comings in detailed design necessary to execute the project and will suggest any other component necessary for the project efficiency and completion.
7. Verify the source yield, water quality, and protection measures. Carryout Preliminary Hydro-Geological Study using the available data and water quality tests as per site requirements. Moreover Hydrological study for flood planning, scouring, erosion for protection works design.
8. Examine and update all design reports, technical specifications, calculations (e.g., hydraulic analysis, population projections, water demand forecasts), and engineering drawings.
9. Evaluate the appropriateness of design criteria, such as population growth rates, per capita water consumption, and design period.
10. Review the design of the treatment plant, ensuring adequacy for raw water quality and compliance with drinking water standards. Furthermore the latest technology to be suggested for the water treatment plant including self cleaning etc.
11. Assess Raw Water Conduit Main and pipe network design (sizes, materials, and alignment), hydraulic gradient lines, pressure zones, and water flow diagrams. Consultant will also access any alternatives or route change.
12. Review the Geo Hazard and land slide mitigation measures of the project components including Raw Water Conduit Main and Access roads. Consultant will also propose alternatives if any.
13. Review reservoir/storage tank designs and capacity calculations including rehabilitation measures



of existing water tanks.

14. Rehabilitation of existing Infrastructure may be worked out based on future capacity.
15. Evaluate electrical/ mechanical works based on the latest available technology based on economy and efficiency. The consultant will also suggest appropriate energy sources for the use in project and at treatment plant.
16. Undertake site visits and field surveys to verify existing infrastructure and site conditions.
17. Ensure the design adheres to relevant engineering codes, safety regulations, and environmental/social safeguards.
18. Review the Bill of Quantities (BOQ) and engineer's estimates for accuracy and current market rates.
19. Review the land requirement and will assist in land acquisition. Will be responsible to coordinate with revenue staff and make joint visits and prepare land acquisition documents and get necessary NOCs from line departments and approvals of the Deputy Commissioner.
20. Review the Non-Revenue Reduction Plan and Financial Sustainability Model.
21. Review any other documents deemed appropriate during execution of project and will update the same in consultation with client and other stakeholders.
22. To carryout requisite detailed geotechnical investigations, topographical Survey at suitable scale of the revised identified sites/ change sites in order to finalize most suitable site and auxiliary components including Intakes, Supply mains, Distribution network, storage reservoirs sites, plant locations etc. and furnish the survey/design report/sheets/ reports concerning these. To review and update the existing Topographic Survey, Geo-Technical Investigation report.
23. The EIA Report will be reviewed and updated and if required will be approved from competent forum/ department. All costs to be barred by the consultant. responsible for preparation/ updating of EIA / IEE reports and its
24. All the NOCs will be processed during this period if not already processed/ obtained.
25. Review & update Construction Drawings in a clear, concise and uniform manner in digital format using Auto CAD and will submit final copy of complete drawings to PMU.
26. The Consultant will prepare Detailed Cost estimate based on review design for approval of the Competent Authority. The detailed cost estimate shall include but not limited to Engineer's Estimate/BOQ, Technical Specifications, Complete Design/ Construction Drawings, Rate Analysis for Non-Schedule Items with supporting documents, Water Quality Reports, Review Design Report, Justification of deviation from detail design, variation if any and other related documents/ reports required by the Approving Authority.
27. Review and update the bidding documents as per prevailing laws/ donor regulations (whichever is applicable).
28. Prepare Health Safety and Environment Plan to be implemented during construction.
29. Provide the work schedule prepared in latest software which will be updated from time to time. The schedule should include the resource mobilization timeline and resources required. The Critical Path shall be clearly defined.
30. The work plan for executing the distribution network in the city area should be provided with all minor details of the execution time, traffic diversion, utilities shifting, and reconstruction of street with timeline. The same will be updated on monthly basis and shall be shared with all stakeholders so that the public will not suffer during execution.



31. Update existing GIS based Map of the identified sites containing existing and proposed infrastructure along with available water sources and all relevant data and if the same is not available it should be prepared before proceeding to construction stage.
32. The Tender Management is also part of design review as well as construction supervision phase which shall include but not limited to the following components:
  - Prepare Notice for Pre-qualifications, pre-qualification criteria, pre-qualification document, request for proposal (the RFP) documents, and relevant project agreements (as per applicable standards) including Agreement and project information memorandum (if required) for bidders;
  - Presentation of project bidding documents before the competent authorities for necessary approvals.
  - Issuance of bidding documents including EOI, pre-qualification document, RFP, draft agreement and project information memorandum to bidders in accordance with applicable laws.
  - Assist the Client to invite proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by attending pre-bid meeting(s).
  - Assist the Client to evaluate the bids including technical and financial proposals.
  - Presentation of bid evaluation outcomes before the competent authorities for necessary approvals.
  - Assist the Procuring Agency in preparation of Bid Evaluation Report.
  - Assist the Procuring Agency in issuance of Letter of award/acceptance to preferred bidder.
  - The tender management will be for all untendered/ additional works/ goods/ services. However the consultant will assist in the already advertised works/goods/services (if required).
33. Consultants will prepare and submit all the documentation of the reviewed project design to be required by the Client for construction of the project components. The documentations will include the following;
  - Reviewed Design: The reviewed design as per TORs and comprehensive report of findings, non-compliances, and recommendations for improvements will be provided in required no of copies to the client for approval which shall also include updated EIA / IEE Report, updated Water Quality Report, updated Non-Revenue Water (NRW) Reduction Plan (in case of both house metered and Non-metered connection), Financial Sustainability Model.
  - Construction Drawings: After approval of the reviewed design by the client, consultant will prepare constructions drawings. The drawings will be prepared by using all the relevant codes and keeping in view the seismic zone of the project. These drawings and documents will be prepared as per requirements / bylaws of concerned local authorities and PHE requirements.
  - Design Calculations: Consultants will prepare and provide design calculations of each component of the project as listed above.
  - Specifications: Consultants will provide specifications of the materials, equipments, machineries, pipes etc pertaining to the construction of each component of the project. These specifications will include brand (alternate brands), size and quality of the material.



- Engineers' Cost Estimate: Along with construction drawings consultants will prepare and provide to the client detailed cost estimates of the project. Costing will be done based on prevailing MRS or as directed by the client duly supported with Rate Analysis as deemed appropriate by the consultants.
- Bill of Quantities: Consultants will prepare and submit complete bill of quantities (BOQ) of the project on the basis of approval final design.
- Bidding Documents: Consultants will prepare and submit bidding documents in required no of copies when required.
- Health Safety and Environment Plan: HSE plan to be implemented during construction phase.
- GIS Maps: updated Spatial Maps through GIS of the project components and existing system.
- Work Plan: A comprehensive activity schedule for execution of this project will be proposed by the consultants.
- Presentation: Presentation of key findings and recommendations to the client/stakeholders.

## **5. Phase II: Construction Supervision Phase**

This stage involves the handing over/possession of the site to the Contractor, administration of the contract and supervision of the works to ensure quality control as well as cost control. In order to ensure the completion of Project as per work plan, the project may be divided into multiple contracts or may be one contract base on the ground realities and other factors. The consultant shall be required to provide services in conformity to those packaged contracts. The Consultant will undertake several responsibilities and not limited to those listed hereunder:

1. The consultant will conduct strict and proactive supervision of the Contractor's activities to ensure that all work is carried out in full compliance with the engineering designs, technical specifications and other relevant contract documents as well as effectively assist the Government and PMU to carry out their contractual and management responsibilities.
2. The Consultant will be responsible for assisting the Client/Employer with project management and the construction supervision of the Works/Goods/ Services contracts and specifically for the Team Leader.
3. During the construction supervision, the Consultant will nominate "The Engineer" for their respective Contracts. The work contracts will be supervised by a team with the appropriate professional skills as mentioned in the job descriptions against each position.
4. The Consultant shall:
  - (i) Supervise and monitor construction of all project components and ensure implementation of site-specific Environmental, Health & Safety Management Plans and Traffic Management Plan.
  - (ii) Use non-conformance documentation with sufficient details to record and inform the contractors of improvements needed to mitigation measures.
  - (iii) Respond to Contractors' proposals and prepare corrective action plans and



ensure that contractors take corrective actions where necessary and report corrective actions regularly, at least monthly; and

- (iv) Facilitate the resolution of public complaints through grievance redress mechanism.
5. Assist the Client/Employer for all Contracts in all activities required of the Engineer and Engineer's staff (as defined in the Contract) and assist the Engineer to administer the execution of the construction contract in accordance with the Conditions of Contract.
6. To prepare bidding documents for contractor(s)/firm(s) comprising technical and Financial Bids evaluation criteria and to carryout bid evaluation of the contractor(s) to be procured and Preparation of letter of Intent/ Acceptance Letter & Contract Agreement with selected contractor(s) in accordance with the applicable rules, PEC Standard Bidding Documents and FIDIC Documents. The Documents shall comprise but not limited to elaborated evaluation criteria and other requirements of the client for presenting the same before Competent Authority for approval.
7. To ensure all works of Water Supply Scheme and allied Works are completed within the stipulated timeframe as provided in the RFP;
8. The quality and quantity assurance shall be the sole responsibility of the consultants being the in charge of the Project so that no major variation crop up after award of work;
9. Full-time detailed supervision of the scheme from the start of the work till final satisfactory completion of all components including commissioning of equipment as mentioned in the scope of the work;
10. Review and respond to request for information from PMU PHED to the contractor in a timely manner and as required;
11. Review and address variations subject to client approval;
12. Develop and ensure Quality Assurance mechanisms are in place as per engineering/Architectural standards;
13. Ensure specialized engineering disciplines are on site for inspection and quality assurance of all elements of works;
14. Expediting progress at the site as per work plan for timely completion of the project.
15. Take measurements of work carried out by the contractor, preparation, submission and verification of interim payment certificates (IPC) including final bill, security and any other advances extended to the contractors / sub-contractor (if any) as per contract terms and provisions;
16. Certify payments and prepare certificates of payments as required by the Contract. Maintain full and complete records of all the payments to the Contractor.
17. Assist and support in the preparation of contractual notices along with associated documents and promptly serving the notice whenever required by the contract or required during the execution of the contract.
18. Ensure submission and advise Employer on the adequacy of the Contractor's insurance policies, performance security(ies), and advance payment guarantee(s). Ensure that the text of performance security(ies) and advance payment guarantee(s) is strictly as per the



- templates attached in the contract documents.
19. Make recommendations and advise to the Client on the contractual stance and interpretation of the contractual provisions in accordance with the Contract whenever required during the currency of the contract.
  20. Assist and support the PMU in drafting and sending all necessary contractual correspondence whenever required by the contract or necessitated by the circumstances during the execution of the civil work contracts.
  21. In the event of variations to the works being required, prepare the necessary documents, negotiate these with the Contractor and submit these to the Client for approval.
  22. Submit reviewed quality control test reports to PMU PHED. Quality Management Plan should be produced for each element of the works. The QMP will set out the process for monitoring construction activities and will identify specific activities to be approved and who those approvals will be carried out by. The QMP should be approved by Client for construction activities commence.
  23. Perform a test of specialized areas of work including detailed engineering supervision i.e., planning, guidance, programming, inspection, monitoring of construction activities, contractor's performance, quality /quantity control, implementation of work plans, drawings, design and specifications, preparation and verification of variation orders including drawings/sketches, correspondence with the contractor in the capacity of the engineer in charge, and to maintain a good liaison with PMU office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work following the contract terms and scope of works;
  24. Perform a test of specialized areas of work;
  25. The Consultant will be accountable for any defects or losses or damages arising from professional negligence, proven faults, errors or omissions on the part of the Consultant during or after the completion of the work being the Engineer In-charge;
  26. With support of the environmental and social specialists, the consultant shall before any works begin induct the contractor on environmental and social safeguards and ensure the contractor complies to the environment, social, health and safety requirements and guide the contractor in following the Environmental standards and keep a liaison with EPA monitoring team during the course of Construction;
  27. Ensure contractor's environment, social and health experts are on site to oversee the implementation of environmental and social mitigation measures.
  28. Facilitate PMU during the procurement of equipments/ goods/ machineries and other items as and when required by the Client. Consultant shall ensure quality of equipment/ goods/ machineries to the highest standards and oversee the installation of the same in satisfactory manner;
  29. The consultant design team should make frequent site visit to ensure work is executed as planned/proposed and ensure proper on-site inspection during the works implementation stage, for quality of work executed and material/equipment used.
  30. Ensure the receipt of and maintain permanent record under terms and conditions of the Contract Documents for materials including their source and equipment accepted and incorporated in the project.



31. Make recommendations to the Employer on the Contractor's claims for additional payment, extension of time and other matters, based on the interpretation of the Contract documents, the relevant site conditions and record the Contractor's detailed submissions.
32. Review the Contractor's final accounts and certify them correct for payment.
33. Assist Client in settling disputes (if any) with the Contractor and make recommendations to Client for resolving the Contractor's claims regarding time extensions and additional cost.
34. Give notice to the Contractor of any defects and deficiencies, and if required, order suspension of the work(s) and ensure removal and substitution of the improper works and recommend any additional appropriate actions against the Contractor to the Client.
35. Advise the Client on appropriate stance and actions with respect to carrying out the works following any appeal to arbitration or litigation related to the works.
36. Review the time program submitted by the contractor as per CPM. Maintain up-to-date progress schedules in the form of bar charts and other appropriate systems indicating the major items of work being performed according to the Work Program/Schedule approved by the Client.
37. Review the Contractor's proposed Work Schedule and issue acceptance or rejection of the same as the case may be.
38. Verify the quality of work performed by the Contractor and submit the report thereto including certificates for release or otherwise of the Performance Guarantee.
39. Comprehensive system of maintaining site records including site correspondence, site investigation data, survey data, inspection records, test data, site diaries, records of meetings, financial records, progress records etc.
40. Making Presentations on the Project during Client and other VIP Visits.
41. On completion, submission of As-built drawings/inventories / Project Completion report;
42. To provide lab facility for carrying out routine necessary tests for quality of materials as per approved project scope and specifications.
43. The parameters of materials which are not being tested at site, these should have to be tested through renowned and accredited material testing Labs as per site requirements.
44. Preparation of monthly progress reports/Presentations or any review/report to the Client and attend office of the client for review meetings / presentations etc as and when required. Team leader will attend weekly/monthly meetings personally when and where it is scheduled. Construction reports, monthly reports, quarterly reports, and annual work plans to be prepared in line with the project implementation plan and on a regular basis.
45. Team leader will attend all meetings of different forums till completion of the project. If any decision suggested by the forum during the meetings, the consultant will take measure for the same.
46. To Prepare Technical Sanction of all components including scheduled and non-scheduled items with detailed analysis and quotations up to the satisfaction of the Competent Authority.



47. NOC may be arranged from other stakeholders department like Irrigation/IRSA/NHA/PKHA etc. where required.
48. Consultant shall prepare water management plan to envisage loss of water from treatment technologies like RO and devise plan to minimize environmental hazards due to residual saline water/post flood contaminated/disturbed water.
49. Carryout Resident Construction Supervision of the works as per approved design, drawings, standard specifications, timeline & budget and within the provisions of the contract.
50. To carryout/provide technical & Management support to PMU staff in the overall management and implementation of the project.
51. Timely completion of the work for public convenience. The consultant will ensure that during construction minimum interruption to traffic, public, local business is made and the environmental aspects are adhere to at all stages.
52. The excavation, dismantling of concrete, pipe lying, concreting of excavated parts and others shall be completed simultaneously so that public is not suffered. The complete execution plan shall be submitted to the client and local administration for approval.
53. Prepare Hydraulic, Structural and Geotechnical design of civil Structures, specifications and drawings and provide structure stability certificates of the hydraulic structures such as storage tanks, River intake etc.
54. During course of work, consultant shall extend its full cooperation to client for implementation of Non-Revenue Water (NRW) Reduction Plan and according to socio economic conditions of areas shall recommend any amendment/ improvement in already made Non-Revenue Water (NRW) Reduction Plan /recovery model for revenue generation. Moreover, the consultant will prepare a sustainable model with manual for implementation of Water Metering System for house metering.
55. Prepare Staff and Equipment list along with their cost and operational requirements.
56. The consultants will do their best efforts in resolution of disputes arise if any.
57. The consultants will keep minimum staff during disputes.
58. The consultants shall make all effort to avoid any major change/variation in original scope unless and until required and justifiable.
59. The consultant will assist the client in handing over whole or part of the project to other department if so required.
60. Review and approve the Contractor's work proposals, working drawings etc. to the extent required by the Contract, advise modifications where necessary and approve these proposals.
61. Check, inspect, advise, approve and report on architectural finishing of materials being used by the Contractor and give comments in writing to the Client/Employer on quality of works. The Consultants will order for testing of materials to ensure adherence to Specifications.
62. Act at all times so as to protect the interest of Client/Employer and will take all reasonable steps to keep all expenses to a minimum consistent with economic and engineering practices.
63. Review for accuracy of 'As-Built' drawings prepared by the Contractor for all the works



- and translate such documents into a format suitable for the Client's asset management system.
64. Work with Client's staff for community participation, awareness generation, social inclusion, and implementation of gender action plan.
  65. Assist Client, Project Design Advance consultants, in disseminating information on the Project to various stakeholders of the Project.
  66. Review and approve the Contractor's work programs, in accordance with the contract(s), and progress schedules ensuring that the Contractors have incorporated/followed the most effective and expeditious methodology of carrying out the works; and advise the Contractors in setting up a computerized project control system for reporting physical and financial progress as well as the forecasts. Subsequently, closely monitor the construction progress on regular basis to determine whether it is proceeding in accordance with the approved work program.
  67. Maintain a full Gantt chart that details each construction activity along with the project milestones dates. Gantt chart shall be updated and distributed, at least on a monthly basis or as and when required by the Employer.
  68. Maintain a precedents chart that links each construction component with related components and activities that are dependent for completion.
  69. Regularly review the proposed timelines to ensure milestones and deliverables are realistic keeping into consideration allowance for possible delays such as some redesign or any other reason.
  70. Develop an agreed construction program, using a robust scheduling software, such as Oracle's Primavera, MS Project or equivalent with the major milestones agreed between the Employer and the Contractor. The program should be fully resource loaded and should reflect actual vs planned schedule at all times through-out the currency of the contract(s).
  71. Through construction supervision team and other relevant site staff as may be required, supervise the day-to-day activities of the Contractor to ensure quality of workmanship and materials and compliance with the specifications, drawings, provisions of the Contract, compliance of the activities with the schedule, monitoring of requisite resources for works as required in the work program including daily monitoring of environmental and health and safety compliance.
  72. Ensure and certify that the works executed by the Contractor are as per approved design, drawings, standards, specifications and within the provisions of the Contract Agreement.
  73. Give notice to the Contractors of any defects and deficiencies during the construction works and issue instructions for the removal and substitution of the improper works, where provided under the contract. If required, the Consultant shall advise suspension of the work(s) and/or recommend to Employer other recourse available under the Contract.
  74. Assess minimum construction equipment, plant and machinery requirements, by type and specification, and monitor, keep and regularly update a list of the Contractors' equipment, plant and machinery in order to keep a check on the Contractors'



- mobilization. Inspect and evaluate the Contractor's establishments including in particular the laboratory facilities to ensure compliance with the terms and conditions of the Contract Agreement.
75. Deploy field engineering personnel of qualification and experience as described in the core team for resident supervision to monitor the output of all stages of construction and ensure that the works are executed in full compliance with the approved engineering design, drawings, agreed work schedule, technical specifications and with the terms and conditions of all the contract documents and sound engineering practices.
  76. Inspect quarries and borrow pits, crushing plants, order testing of materials, ensure adherence to specifications and approve the sources of materials.
  77. Without relieving the Contractor(s) of the obligations under the Contract, review and approve the traffic management and safety plan, ensure compliance with the plan such that the works are carried out at all times in a safe and secure manner.
  78. Diligently review, manage and update the Contractor's traffic management plans and diversions whenever required and ensure minimum hindrance and inconvenience to public and smooth flow of traffic.
  79. Carry out final inspections of the works and recommend the issuance of taking over and performance certificate(s).
  80. Establish a comprehensive system of maintaining daily site records including site correspondence, inspection records, test data, site diaries, records of meetings, financial records, progress records, record of resources, number and type of manpower and materials actively working on site, materials available on site, weather conditions, health and safety compliance, LARP compliance, compliance with environmental management plan, any extra circumstances etc.
  81. The Consultant shall submit a certified copy of such comprehensive contemporary record to the Client/Employer on monthly/fortnightly basis.
  82. Maintain detailed daily diaries, correspondence, photographs and documents concerning relevant events and activities, call and keep minutes of routine site meetings between the parties to the Contract. A robust archival system will be developed and implemented by the Consultant to effectively store and retrieve all documents related to the project.
  83. Produce a photographic record of project progress by taking photographic imagery on a regular, periodic basis from a series of identical vantage points along the corridor and routes. The Consultant shall ensure that the imagery is taken from at least 15 vantage points with an interval of no more than two months between images for each vantage during the duration of the Contract.
  84. Prepare completion reports in a form acceptable to the Client and SFD.
  85. Assist Client in addressing community complaints and grievances.
  86. The consultant will assist the client during VVIP visits.
  87. The consultant will train the staff of PHED in operation and maintenance of the scheme.
  88. Prepare a comprehensive O&M mechanism including manual to ensure sustainable operation of the project.



89. Prepare revised PC-I/ Detail cost estimates, drawings, specifications, revenue model and other documents required during course of construction phase in required no if copies and the same will be presented /defended in various forums during approval.
90. Including all afore mentioned tasks, it is reiterated that the consultant will carry out requisite field surveys for identification of appropriate sites including but not limited to factors such as site suitability, land availability, socio economic factors and population to be benefited/served etc in liaison with local CBOs, District Advisory Committees, District Administration, LGs, and other Government/private owners etc. It will also include Topographic survey, geotechnical investigation studies; Data Collection and its review. The consultant will also carry out Environmental Impact Analysis, Financial and Economic Analysis of the project including detailed Feasibility Study and preliminary and detailed engineering design of all the components of the project including collection and conveyance/distribution system. The consultant will be responsible for preparation of bidding documents, Engineer's cost estimates as per the requirements of Client. The study regarding possible automation of conventional treatment plant would also be carried out by consultant including its allied components so that it is centrally controlled through SCADA System.
91. Any other task related to the projects.

#### **5.1 PROGRESS AND OTHER REPORTS:**

1. Report and submit Monthly Progress Reports to the Client on a standard format. The progress report format includes various chapters and contains guidelines of the contents to be included in the Monthly Progress Report, which shall be adhered to strictly.
2. The Consultants shall also prepare, as the part of the progress report, Monthly Contract Administration Report. A copy of Monthly Contract Administration Report shall be submitted to the Client's representative of PMU PHED.
3. The Consultants shall produce, as necessary, technical reports and position papers dealing with technical matters arising during the project.
4. The Consultants shall prepare an Interim Completion Report for the Contract, which reach the stage of substantial completion. These reports must be submitted immediately after the "Taking Over" of the project.
5. In case of a technical problem in the execution, the Consultant shall hire and send Expert to the field to study and suggest remedial measures for due performance of the structure and its cost shall be deemed to have been included in his Overheads.
6. The Consultant shall seek the approval of independent experts enclosing his full credentials from the Client before fore mentioned study will be carried out.

#### **5.2 PAYMENT CERTIFICATE:**

1. Prepare monthly contract payment estimates and certifications for payment for approval of the authority including up to date cost estimates projected for construction supervision till completion of the project and contractor's program.
2. Verify and certify work done for each Interim Payment Certificate in the form designed by the Client as Standard and IPC Processing Performa in addition to the existing



practice under the provisions of the contract.

### **5.3 COOPERATION, ASSISTANCE AND JOINT MEASUREMENT:**

1. Assist Client /Engineer with interpretation of Drawing & Contract Documents more particularly with respect to any disputes with the Contract or other affected parties.
2. Inform Client/Engineer of problems or potential foreseen problems which may arise in connection with the construction contract and recommend appropriate solution (s) to overcome the same.
3. Evaluate and make recommendations for the Engineer's actions with respect to claims and disputes. The Consultant shall give necessary recommendations to the Client with detailed justification for extension of time and other changes outside the scope of work of the Contractor. The recommendations must be supported by necessary provisions of the contract and irrespective of acceptance or rejection of the Claim by Client. Further in case of extension of time clear recommendations based on the actual site conditions and unambiguous appraisal of the extension of time with further recommendations of making it conditional or otherwise must be submitted.
4. Respond to the requests made by the Client for application of special attention to any area/activity or in other matter, which is deemed important by the Client.
5. Recommend interim request and carry out joint measurements with the Contractor for preparing a payment certificate which clearly and accurately describes the work done and payments due.
6. Participate in accepting the completed Works and prepare a Final Report Testifying and certifying the acceptability of the completed Works.
7. Cooperate with the Client, the Engineer and the Contractor in the use where required or project-wide standardized or computerized methods, formats or programs of reporting physical or financial progress or forecasts.
8. Advise PMU PHED on the need for effective liaison with local authorities, police, utility owners and other Public Sector organizations affected by the Works in order to minimize or avoid necessary delays or disputes. Ensure that the Contractors comply with all the necessary requirements contained in Environmental
9. Mitigation Plan (EMP) and co-ordinate with EPA and other concerned agencies related to the implementation of the environmental mitigation measures.

### **5.4 OFFICES ESTABLISHMENT:**

1. The Consultant will be fully responsible for providing and furnishing the office space and accommodation required for its Project-related activities and providing the transport required undertaking those activities for its staff. It is envisaged that the consultant will maintain an office in Mansehra for the duration of the assignment together with field office near intake or raw water conduit as per the requirement of the implementation and supervision of civil works and other contract packages. The equipment to be provided by the consultant includes, but is not limited to:
  - All desks, chairs, and storage facilities,
  - Computers with all required software, including but not limited to AutoCAD, a GIS program and standard word-processing, data analysis and spreadsheet software,



- Printer and copiers, plotters, scanners for all sized, small, and large maps,
- Telephones/ Wifi,
- Projector for presentations,
- Surveying equipment and software,
- All consumables (paper and other stationary, ink and toner etc.),
- The consultancy cost and consultants' proposals would cover all cost including but not limited to surveys and investigations, for technical studies, environment studies and social assessments as well as transport cost and office facilities,
- The assets procured under the consultancy for the project shall be reimbursable to the client on completion of the project.

#### **6. POST CONTRACT SERVICES FOR PROJECT CLOSURE.**

- The Consultants shall continue their contractual obligations and perform services with the minimum staff as approved by the Client on the recommendation of the Engineer after completion of the project for successful close of the project in order to finalize the accounts and other outstanding issues of the project during the post construction stage. The consultants shall manage the man months of minimum proposed staff during the project close period efficiently in such a manner so that proper inspection of the works is carried out and any defect(s) observed to be got remedied from the contractor within that period.
- Inspect the completed works periodically during the defect liability period, prepare list of deficiencies (if any) or punch list or snags list, design and plan remedial works and carry out their supervision and issue the defect liability certificate(s) or performance certificate(s) after the rectification of defects by the Contractor. The list of deficiencies or punch list or the snags list shall include all Works that are yet to be completed in all respect by the contractor, the defective Works, or the Works where any defects are cropped up during the defect notification period. The Consultant shall ensure that all Works mentioned in the punch list are completed in all respect, to the satisfaction of the Engineer, in accordance with the Contract; before the issuance of defect liability certificate(s) or performance certificate(s)
- Check the Contractor's final accounts and payments and certify them correct for payment in final payment.

#### **7. REPLIES OF AUDIT PARAS**

The Supervisory Consultants shall be responsible for providing all technical support, assistance in settling any Audit Para and Objections, prepare replies related to the project and provide the entire relevant documents/papers/letters to support the replies pertaining to the project without any time restriction such as completion of the project and without any additional remuneration to be made separately on this account.

The cooperation of the Consultants with respect to this aspect shall be adjudged for significant contribution toward his future prequalification.

#### **8. LIABILITY OF THE CONSULTANTS**

The Consultants are liable for the consequence of errors and omissions on their part or on the part



of the client in so far as the design and supervision of the Project is concerned to the extent and with the limitations as mentioned herein below.

- If the client suffers any losses or damages as a result of proven faults, errors or omissions in the design and supervision of the work, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total contract cost of the Consultants in accordance with the terms of the Contract.
- The client is obliged to rely on the information's, submissions, reporting, recommendations and advices made by the Consultants or their sub-Consultants, for the consequences thereof, the Consultants shall be responsible and they shall make the client harmless.
- The Consultant shall be responsible for, and shall indemnify the client of furnishing their professional services and against any and all risks, claims liabilities, obligations, losses, damages, penalties, action, judgment, suites, proceedings, demands, cost, expenses and disbursement whatsoever nature that may be imposed on, incurred by or asserted against the client arising from the negligent acts of the Consultants in the performance of professional services under this Agreement.
- The Consultant shall afford response and defense to any question, observation, loss, damages and claims arising out of their workings, performance, act and proceedings, in any forum and shall be held responsible to bear the consequences of such transactions, proceedings and approvals.

#### **9. OWNERSHIP:**

All Data, Models, Software, Soft & Hard Files of all Design, Supporting Data and Documents, etc. which were used for this study will be handed over to Public Health Engineering Department Khyber Pakhtunkhwa.

#### **10. REPORTING REQUIREMENTS:**

All Deliverables (Except Tender documents and Revised PC-I) 03 Hard copies + 01 soft copy  
Copies of Tender Documents and Revised PC-I – As per Client requirements

#### **11. TIME PERIOD**

The Design Review Stage and submission of complete documents including all investigations, documents, work specifications, estimates, BOQ's, tender documents, Revised PC-I, and drawings etc. shall be completed and submitted within four (04) months from the date of issuing of letter of acceptance or signing of contract agreement for consultancy services whichever is earlier in accordance with the Program and schedule as per agreement with the Client. Time period of construction supervision would be 44 months.

The construction period for each work contract will be established through the respective conditions of the contract. The Consultant shall assist the PMU to ensure that all the construction work, for each respective contract, completes within the contractual timelines. The consultant's staff would be deployed in phased manner and on start of a specific package. There may be gap between the design review and construction supervision which shall not be counted in completion period.



## APPENDIX-B

### **MAN MONTHS AND ACTIVITY SCHEDULE**

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



## APPENDIX- C

### CLIENT'S REQUIREMENTS FROM THE CONSULTANTS

[1 Selecting a Consulting Firm is one of the most important decisions a Client makes. The specific criteria for consideration are technical competence, managerial ability, professional integrity and fairness of fee structure. The Client will seek information on all these aspects by:

- a. Obtaining comprehensive written information from the consultants in the form of proposals (against the RFPs) which should be complete in all respects by providing all details as correctly known as possible. It has been experienced that some consultants try to hide their deficiencies vis-a-vis the requirements of TOR by making unclear and vague statements. It will be policy of evaluators that vague statements and lack of clarity in proposals on specific issues may be made the reason to downgrade the rating.
- b. Talking to the senior personnel of the consultants.
- c. Consulting other clients of the consultants.
- d. Viewing the projects the consultants have accomplished and visiting/ interviewing the users of the projects.
- e. Visiting the office premises of the consultants and examining systems and method of working as well as, personnel, hardware and software abilities available therein. Seeking information or visits to the sites for backup support and holding meetings with client's representatives.

2 The approach and methodology proposed including work plan, activity and man-month schedule should be meaningful and fully coordinated to judge the understanding of the proposed Assignment by the competing consultants.

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



## APPENDIX-D

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

As per TOR

**NOT APPLICABLE**



## **APPENDIX-E**

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



**Contract for Engineering Consultancy Services  
(Time Based)**

**Between**

---

**(NAME OF CLIENT)**

**And**

---

**(NAME OF THE CONSULTANTS)**

**For**

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

---

**Month and Year**



## FORMOF CONTRACT

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

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

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

\_\_\_\_\_  
Herein after called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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



- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Sub-consultants
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Break down of Contract Price in Local Currency
- Appendix F: Services & Facilities to be provided by the Client and Counterpart Personnel to be Made Available to the Consultants by the Client.
- Appendix G: Integrity Pact (for Services above Rs.10 million)

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

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

For and on behalf of

\_\_\_\_\_

Witness

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)



Witness

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

For and on behalf of

(CONSULTANTS)

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Seal)



**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**between**

\_\_\_\_\_  
(NAME OF THE CLIENT)

**and**

\_\_\_\_\_  
(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

**for**

\_\_\_\_\_ (BRIEFSCOPEOFSERVICES)  
OF \_\_\_\_\_ (NAMEOFPROJECT)

\_\_\_\_\_  
**Month and Year**

\_\_\_\_\_ (NAME OF THE JOINT VENTURE OF THE CONSULTANTS)  
\_\_\_\_\_ (Name of Individual Consultants)  
\_\_\_\_\_ (Name of Individual Consultants)



## FORM OF CONTRACT

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

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

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

---

---

---

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

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A: Description of Services  
Appendix B: Reporting Requirements



- Appendix C: Key Personnel and Sub-consultants
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services & Facilities to be Provided By the Client and Counterpart Personnel to be Made Available to the Consultants by the Client.
- Appendix G: Integrity Pact (for Services above Rs. 10 Million)

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

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

For and on behalf of

\_\_\_\_\_  
 CLIENT'S NAME

Witness

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

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 (Seat)

For and on behalf of

\_\_\_\_\_  
 NAME OF THE JOINT VENTURE OF THE CONSULTANTS

\_\_\_\_\_  
 Name of Member No. 1

Witness

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

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



(Seal)

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

Witness

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

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

(Seal)

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

Witness

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

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

(Seal)



## TABLE OF CONTENTS

<b>I.</b>	<b>FORM OF CONTRACT</b>
<b>II.</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>
<b>1.</b>	<b>GENERAL PROVISIONS</b>
1.1	Definitions
1.2	Law Governing the Contract
1.3	Language
1.4	Notices
1.5	Location
1.6	Authorized Representatives
1.7	Taxes
1.8	Leader of Joint Venture
1.9	Relation between the Parties
1.10	Headings
<b>2.</b>	<b>COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT</b>
2.1	Effectiveness of Contract
2.2	Termination of Contract for Failure to Become Effective
2.3	Commencement of Services
2.4	Expiration of Contract
2.5	Modification
2.6	Extension of Time for Completion
2.7	Force Majeure
2.7.1	Definition
2.7.2	No Breach of Contract
2.7.3	Extension of Time
2.7.4	Payments
2.8	Suspension of Payments by the Client
2.9	Termination
2.9.1	By the Client
2.9.2	By the Consultants
2.9.3	Cessation of Services
2.9.4	Payment upon Termination
2.9.5	Disputes about Events of Termination
<b>3.</b>	<b>OBLIGATIONS OF THE CONSULTANTS</b>
3.1	General
3.1.1	Standard of Performance
3.1.2	Law Governing Services
3.2	Consultants Not to Benefit from Commissions, Discounts, etc.
3.3	Confidentiality
3.4	Liability of the Consultants
3.5	Other Insurances to be taken out by the Consultants
3.6	Consultants' Actions Requiring Client's Prior Approval
3.7	Reporting Obligations
3.8	Documents Prepared by the Consultants to be the Property of the Client
3.9	Equipment and Materials Furnished by the Client
3.10	Accounting, Inspection and Auditing



#### **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel
- 4.4 Working Hours, Leave, Overtime, etc.
- 4.5 Removal and/or Replacement of Personnel
- 4.6 Resident Project Manager

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

- 5.1 Assistance, Coordination and Approvals
  - 5.1.1 Assistance
  - 5.1.2 Co-ordination
  - 5.1.3 Approvals
- 5.2 Access to Land
- 5.3 Change in the Applicable Law
- 5.4 Services and Facilities
- 5.5 Payments
- 5.6 Counterpart Personnel

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

- 6.1 Cost Estimates, Ceiling Amount
- 6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)
- 6.3 Currency of Payment
- 6.4 Mode of Billing and Payment
- 6.5 Delayed Payments
- 6.6 Additional Services
- 6.7 Consultants' Entitlement to Suspend Services

#### **7. FAIRNESS AND GOOD FAITH**

- 7.1 Good Faith
- 7.2 Operation of the Contract

#### **8. SETTLEMENT OF DISPUTES**

- 8.1 Amicable Settlement
- 8.2 Dispute Settlement

#### **9. INTEGRITY PACT**

#### **10. THE RIGHTS AND DUTIES OF THE CONSULTANTS**

- 10.1 Obligations
- 10.2 Indirect payments
- 10.3 Royalties
- 10.4 Provision of Expert Technical Advice
- 10.5 Penalty

#### **III. SPECIAL CONDITIONS OF CONTRACT** [Details to be finalized by the users]

#### **IV. APPENDICES**

- Appendix A- Description of the Services
- Appendix B- Reporting Requirements
- Appendix C- Key Personnel and Sub-consultants
- Appendix D- Breakdown of Contract Prices in Foreign Currency
- Appendix E- Breakdown of Contract Prices in Local Currency



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

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



## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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



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

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

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

## **1.4 Notices**

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

## **1.5 Location**

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

## **1.6 Authorized Representatives**

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

## **1.7 Taxes**



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

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

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

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

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

### **1.10 Headings**

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

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

### **2.1 Effectiveness of Contract**

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

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

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

### **2.3 Commencement of Services**



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

## **2.4 Expiration of Contract**

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

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

## **2.5 Modification**

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

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

If the scope or duration of the Services is increased:

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

## **2.7 Force Majeure**

### **2.7.1 Definition**

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



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

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

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

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

### **2.7.3 Extension of Time**

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

### **2.7.4 Payments**

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

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

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

## **2.9 Termination**

### **2.9.1 By the Client**

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



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

### **2.9.2 By the Consultants**

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

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

### **2.9.3 Cessation of Services**



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

#### **2.9.4 Payment upon Termination**

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

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

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

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

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

#### **3.1 General**

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

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



### **3.1.2 Law Governing Services**

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

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

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

### **3.3 Confidentiality**

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

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

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

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

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

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



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

### **3.5 Other Insurances to be taken out by the Consultants**

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

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

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

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

### **3.7 Reporting Obligations**

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

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

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

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

### **3.9 Equipment and Materials Furnished by the Client**



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

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

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

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 General**

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

### **4.2 Description of Personnel**

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

### **4.3 Approval of Personnel**

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



(14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

#### **4.4 Working Hours, Leave, Overtime, etc.**

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

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

#### **4.5 Removal and/or Replacement of Personnel**

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



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

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

#### **5.1.1 Assistance**

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

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

#### **5.1.2 Co-ordination**

The Client shall:

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

#### **5.1.3 Approvals**

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

### **5.2 Access to Land**



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

### **5.3 Changes in the Applicable Law**

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

### **5.4 Services and Facilities**

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

### **5.5 Payments**

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

### **5.6 Counterpart Personnel**

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



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

## 6. PAYMENTS TO THE CONSULTANTS

### 6.1 Cost Estimates, Ceiling Amount

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

**6.1 NOT APPLICABLE**

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



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

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

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

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

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:
  - (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure. In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.



- (c) The Client shall cause the payment of the Consultants' monthly statements within sixty (60) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted alongwith the final report and statement of the Consultants by the Client.
- (e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

## **6.5 Additional Services**

Additional Services means:

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



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

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

If the Client fails to make the payment of any of the Consultants' invoice within sixty (60 days after the expiry of the time stated in paragraph (c) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than twenty-eight (28) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment. This action will not prejudice the Consultants' entitlement to financing charges under Sub-Clause 6.5.

## **7. FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith**

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

### **7.2 Operation of the Contract**

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

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

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



## 8.2 Dispute Settlement

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

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

## 9. INTEGRITY PACT

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

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

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



### III. SPECIAL CONDITIONS OF CONTRACT

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

#### 1.1 Definitions

(p) "Project" means **DESIGN REVIEW AND CONSTRUCTION SUPERVISION OF THE PROJECT TITLED GRAVITY FLOW WATER SUPPLY SCHEME, DISTRICT MANSEHRA (SFD ASSISTED) ADP#112/130237 (2025-26).**

#### 1.2 Law Governing the Contract

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

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Project Director,  
PMU PHED  
Gravity Flow Water Supply Scheme Mansehra  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E.Mail : pdmansehra@gmail.com

For the Consultants:

\_\_\_\_\_ (Name of Project Manager)  
\_\_\_\_\_ (Project)  
\_\_\_\_\_ (Address)

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

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

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

#### 1.7 Taxes

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

---

*All notes should be deleted in final text. All blanks should be filled in.*



## 1.8 Leader of Joint Venture

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

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

## 2.1 Effectiveness of Contract

This Contract shall come into effect after issuance of the Letter of Commencement by the Client and fulfillment of following conditions:

- Confirmation of Key Experts (as listed in Technical Proposal TP) availability to start the assignment shall be submitted to Client in writing as a written statement signed by each Key Expert;
- Confirmation of availability to start the assignment of non- Key staff and other field positions (if not provided in TP); with suitably qualified and experienced acceptable to Client. Confirmation to be a written statement signed by each of such staff.
- Approval of the Contract by the Saudi Fund for Development
- Submission of applicable guarantees by the consultant and its verification by the client.

## 2.2 Termination of Contract for Failure to Become Effective

The time period shall be ninety (90) days or such other time period as the Parties may agree in writing.

## 2.3 Commencement of Services

The Consultants shall commence the Services within fourteen (14) days after receipt of Letter of Commencement, or such other time period as the Parties may agree in writing.

## 2.4 Expiration of Contract

The period of completion of Services shall be **03 Months (for Design Review) and 44 Months (for supervision)** from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before **31<sup>st</sup> December 2028** which does not include Defects Liability Period.

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

## 2.7.4 Payments

Following para is added

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

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

"Excluding overheads and profits"

## 3.1.1 Standard of Performance

- a. The consultant is expected to perform the detailed engineering design review to the extent of



utmost precisions and as per prevailing specifications and codes. The employer/client is entitled to impose/recommend a fine or penalty of other type, the level and nature being the discretion of the client, due to faulty engineering design or cost overrun in estimated cost due to change in design or revision in estimation not due to change of scope from the client.

b. The consultant is also expected to perform the construction supervision by ensuring the prescribed time duration for project completion. The consultant is expected to rigorously pursue activities on site and take necessary actions and issue on time instructions within its authority to ensure timely completion of the project. The employer/client is entitled to impose/recommend a fine or penalty of other type, the level and nature being the discretion of the client, due to poor performance and failing to implementing site activities as per the approved work schedule.

c. If final bill, pertaining to the Construction Works being supervised by the Consultants, is not processed by the Consultants within stipulated time, the Consultants will not be considered for next project consultancy. It will also be taken as the Consultants' failure to provide satisfactory performance.

d. All such costs of consultants for processing the final payment of the Contractor are deemed included in its Financial Proposal. The Consultants have to ensure that the Contractor has completed total work as per Works Contract with particular reference to site clearance before taking over the project on completion.

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

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

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

The risks and the coverage shall be as follows:

- (a) Professional liability insurance, with a minimum coverage of equal to the Contract Amount.
- (b) Third Party motor vehicle liability insurance in respect of motor vehicles which are purchased under this Contract and operated in Pakistan by the Consultants or their Personnel or any Sub-consultants or their Personnel or by the client, with a minimum coverage of **Pak. Rupees Two Hundred Thousand (Rs. 200,000)**.
- (c) Insurance against loss of or damage to (i) equipment purchased in whole or in Part with funds provided under this Contract, (ii) the Consultant's property used in the Performance of the Services, and (iii) any documents prepared by the Consultant in the Performance of the Services.
- (d) Third Party liability insurance with a minimum coverage of **Pak. Rupees One Million (Rs.1,000,000)**.

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

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



i) Issuing Variation Orders in respect of:

additional quantities of items of Construction Works as determined by the Engineer to be necessary for the execution of Works.

any new item of the Works not envisaged in the Construction Works Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.

any item of Construction Works covered under Provisional Sums.

ii) Claim from the Contractor for extra payment with full supporting details and Consultant's recommendations, if any, for settlement.

iii) Details of any sub-contracts for Construction Works.

iv) Any action under terms of Performance Guarantee or Insurance Policy for the Construction Works.

v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Works Contract.

- Adverse Physical Conditions and Artificial Obstructions
- Suspension of Works
- Bonus and Liquidated Damages Certificate of Completion of Works
- Defects Liability Certificate Forfeiture
- Special Risks
- Frustration
- Any other as per the Conditions of Contract of the Construction Works Contract.

vi) Final Measurement Statement. vii)

Release of Retention Money.

viii) Any change in the ratios of various currencies of payment.

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

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

### 4.2 Description of Personnel

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

### 4.4 Working Hours, Leave, Overtime, etc.



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

**4.6 Resident Engineer**

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

**5.1.1 Assistance**

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

This list if warranted shall be supplemented subsequently.

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

**5.1.2 Coordination**

- (a) The departments and agencies include PMU PHED, EAD, P&D, Finance and SFD

**5.1.3 Approvals**

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

**6.1** Performance security shall not exceed 10% of contract amount.

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

**6.2(c) Direct Costs (Non Salary Costs)**

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

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



- (iii) Identifiable reproduction cost applicable to the work such as blue printing, photo stating, mimeographing, printing, binding etc.

### 6.3 Currency of Payment

### 6.4 Mode of Billing and Payments

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

**6.4.1** The Client shall affect payments to the Consultants in accordance with the payment schedules and in the manner set forth in Appendices-D &E as per PMU PHED and SFD accounts procedure.

**6.4.3** If the item or part of an item of an invoice submitted by the Consultants is disputed or subject to question by the Client, the payment of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of Clause 6.4.2 shall apply to such remainder and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to the Consultants.

**6.4.4** The Consultants will be required to submit, as much as are available records of the work carried out under this Contract.

The Client may audit accounts, as much as are available with the Consultants, for the Services provided by the Consultants under this Contract. Should any error be found, this shall be called to the attention of the Consultant and if so it shall be adjusted accordingly.

Advance written notice of not less than seven (7) working days shall be given to the Consultants, by the Client, of such audit which shall be carried out during normal working hours at the place where the records are maintained. Such records shall be kept for a period not less than three (3) years from the completion of the Services or termination of Contract pursuant to provisions hereof, to facilitate any questions arising from the Client's Audit.

**6.4.5** Account number for payment (against an Invoice) to the Consultants, is given below:

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

Title of Account: ..... Account

Number: ..... Branch Code:

..... Bank:

.....

### 6.6 Additional Services

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

### 6.7 Advance payment

As required by the SFD, the consultant is entitled to 10% of the cost of the contract, subject to **furnishing a demand guaranty. The demand guaranty shall be in the form of either (a) Bank Guarantee from any scheduled bank in Pakistan (b) Bank Guarantee from a bank**



**located outside Pakistan duly counter-guarantee by a scheduled bank in Pakistan.**

## **8.2 Dispute Settlement**

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

## **10. Priority of Documents**

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

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

## **11. Royalties**

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

## **12. Delay Damages**

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



**MODEL FORM**

**Breakdown of Agreed Fixed Rates in Consultants' Contract**

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

		1	2	3	4	5	6	7	8
		Basic Salary per					Overseas/field	Agreed Fixed	Agreed Fixed
		Working	Social Charges	Overhead	Subtotal	Fee	Allowance	Rate per Working	Rate
Name	Position	Month/Day/Hour	(%of1)	(%of1&2)		(%of4)	(%of1)	Month/Day/Hour	(%of1)
(Expressed in _____ (name of currency)_____)									

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

\_\_\_\_\_  
 Date

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



#### **IV APPENDICES 10 MODEL AGREEMENT**



**SFD**  
الصندوق السعودي للتنمية  
Saudi Fund for Development



## **Appendix A**

### **Description of the Services**

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



## Appendix B

### Reporting Requirements (Design Review)

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

SUBMISSION/ REPORT	NUMBER OF COPIES	DUE DATE
1. Submission of updated water quality, Hydrological, additional topographic survey, Geotechnical Investigation Reports	04	After Four Weeks of issuance of Letter of Acceptance.
2. Submission of updated Geo Hazard mitigation measures report and EIA/IEE reports.	04	After Seven Weeks of issuance of Letter of Acceptance.
3. Other reports as per TORs including the underground utilities demarcation.	04	After Ten Weeks of issuance of Letter of Acceptance.
4. Submission of draft design review report complete in all respect.	06	After Ten Weeks of issuance of Letter of Acceptance.
5. Updated Tender Documents (package wise), Tender Drawings with BOQ, Backup Calculation of BOQ and Technical Specifications	06	After Twelve Weeks of issuance of Letter of Acceptance.
6. Final Design Report and Detail Cost Estimate for Technical Sanction including detailed Construction Drawings.	08	After Sixteen Weeks of issuance of Letter of Acceptance.
7. Revised PC-I (if required)	As required	Within 02 weeks upon requisition



**Reporting Requirements  
 (Construction Supervision Phase)**

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

S.No	Submission/ Report	Number of Copies	Due Date
1	Progress Report (Monthly)	03	One very 5th day of the month
2	Detailed Quarterly Reports	03	On 5th of completion of Each quarter
3	Project Completion Report	06	On the completion of Defects liability period
4	Revised PC-1	As per required	Within 02 weeks upon requisition
5	Handing/Taking Over Certificate (PC-IV)	06	03 Month after completion of Project
6	Annual Performance Report (PC-V)	03	01 Year after completion of Project
7	Submission of as Built Drawings	03	01 Month prior completion of Project
8	Audit Reply/ M&E reports reply/ other reports as when requested by client or other agencies	Required number of copies	Within time limit
9	Documentary and pictures of all project phases and components wise	Required number of copies	Within time limit
10	Manual for operation, maintenance, training guides etc as required including lesson learn reports.	Required number of copies	Within time limit

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



**Break down of Contract Price in Local Currency and Mode of Payment**

S#	Description	Fees (% of the design bid cost)	Amount (Rs.)
On Submission of:			
1	updated water quality, Hydrological, additional topographic survey, Geotechnical Investigation Reports	10%	
2	updated Geo Hazard mitigation measures report and EIA/IEE reports.	20%	
3	Other reports as per TORs including the underground utilities demarcation.	10%	
4	draft design review report complete in all respect.	15%	
5	Updated Tender Documents (package wise), Tender Drawings with BOQ, Backup Calculation of BOQ and Technical Specifications	05%	
6	Final Design Report and Detail Cost Estimate for Technical Sanction including detailed Construction Drawings.	25%	
7	Revised PC-I (if required) or completion of design review services as per TORs	15%	
<b>Total Contract Price of the Design Phase</b>		<b>100%</b>	

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

Reimbursable direct costs (non-salary costs)



## Appendix C

### Key Personnel and Specialist Sub-consultants

As per Appendix C of the RFP



## Appendix D

### Break down of Contract Price in Foreign Currency

[List there under cost estimates in foreign currency:

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

2. Direct costs (non-salary costs);

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

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



employers work, as distinguished from such supplies and expenses applicable to several projects.

**SFD**  
المنشأة السعودية للتنمية  
Saudi Fund for Development



- (vii) Identifiable reproduction cost applicable to the work such as blue printing, photostating, mimeographing, printing, binding etc.



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

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

APPLICABLE

LE



## Appendix E

### Break down of Contract Price in Local Currency

[List here under cost estimates in local currency:

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

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

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



to several projects.

- (vii) Identifiable reproduction cost applicable to the work such as blue printing, Photostatting, mimeographing, printing, binding etc.



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

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

*Notes:*

- A. *Elements of the salary costs and billing rates for the relevant salary grades shall also be included in this Appendix.*
- B. *Estimate will include the following items as applicable:*

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

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

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

**Contract**

**Appendix-G  
(IntegrityPact)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

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

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof for any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP / KP, except that which has been expressly declared pursuant thereto.

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

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

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

## Contract

Name of Buyer: .....

Signature:.....

[Seal]

Name of Seller/Supplier:.....

Signature:.....

[Seal]

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