# CONTRACT FOR CONSULTANT'S SERVICES
## Time-Based

**Project Name: Sindh Provincial Road Improvement Project**

**Loan No. 3305-PAK**

**Contract No.SPRIP-CS1**

*Between*

**Project Management Unit, Sindh Provincial Road Improvement Project (SPRIP), Works and Services Department, Sindh**

*And*

**M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm)**
**In association with:**
**(i) M/s Umar Munshi Associates – Sub-consultant**
**(ii) M/s PEAS Consulting Pvt. Ltd – Sub-consultant**

**Dated: 14th November 2016**

KOREA · Yooshin Engineering Corporation

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
SINDH ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

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**Contract Agreement**
**Between**
**Project Management Unit, Sindh Provincial Road Improvement Project, Works and Services Department Sindh**
**And**
**M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with**
**(i) M/s Umar Munshi Associates (Sub-consultant); and**
**(ii) M/s PEAS Consulting Pvt. Ltd (Sub-consultant)**

# I. Form of Contract

## TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the 14th day of the **month of November, 2016**, between, on the one hand, **Project Management Unit, Sindh Provincial Road Improvement Project (SPRIP), Works and Services Department, Sindh** (hereinafter called the "Client") and, on the other hand, **M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with (i) M/s Umar Munshi Associates (Sub-consultant); and (ii) M/s PEAS Consulting Pvt. Ltd (Sub-consultant)**(hereinafter called the "Consultant").

WHEREAS

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

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

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

Korea Yooshin Engineering Corporation

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**Contract Agreement**
**Between**
**Project Management Unit, Sindh Provincial Road Improvement Project, Works and Services Department Sindh**
**And**
**M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with:**
**(i) M/s Umar Munshi Associates (Sub-consultant); and**
**(ii) M/s PEAS Consulting Pvt. Ltd (Sub-consultant)**

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract(including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
   (b) The Special Conditions of Contract;
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Remuneration Cost Estimates
   Appendix D: Other Expenses, Provisional Sums and Contingency Cost Estimates
   Appendix E: Form of Advance Payments Guarantee

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

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

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

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

Yooshin Engineering Corporation KOREA

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PROJECT MANAGEMENT UNIT
SINDH ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

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**Contract Agreement**
**Between**
**Project Management Unit, Sindh Provincial Road Improvement Project, Works and Services Department Sindh**
**And**
**M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with**
**(i) M/s Umar Munshi Associates (Sub-consultant); and**
**(ii) M/s PEAS Consulting Pvt. Ltd (Sub-consultant)**

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For and on behalf of Client

**Project Management Unit, Sindh Provincial Road Improvement Project (SPRIP), Works and Services Department, Sindh**
**Name:** **Mr. Prem Chand Talreja**
**Designation:** **Project Director**

For and on behalf of

**M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with (i) M/s Umar Munshi Associates (Sub-consultant); and (ii) M/s PEAS Consulting Pvt. Ltd (Sub-consultant)**
**Name:** **Mr. Kim, Han Soo**
**Designation:** **Authorized Representative (PMC SPRIP)**

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CITY COURTS
GOVT. OF SINDH
KARACHI-PAKISTAN

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# II. General Conditions of Contract

## A. General Provisions

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| **1. Definitions** | 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:<br><br>(a) "Applicable Guidelines" means Guidelines on the Use of consultants by Asian Development Bank and its Borrowers.<br><br>(b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.<br><br>(c) "Bank" means theAsian Development Bank.<br><br>(d) "Borrower *[or* Recipient *or* Beneficiary*]*" means the Government, Government agency or other entity that signs the financing [or loan/grant/project] agreement with the Bank.<br><br>(e) "Client" means *[the implementing/ executing]* agency that signs the Contract for the Services with the Selected Consultant.<br><br>(f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.<br><br>(g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).<br><br>(h) "Day" means a working day unless indicated otherwise.<br><br>(i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.<br><br>(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. |

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| | (k) "Foreign Currency" means any currency other than the currency of the Client's country.<br><br>(l) "GCC" means these General Conditions of Contract.<br><br>(m) "Government" means the government of the Client's country.<br><br>(n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.<br><br>(o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.<br><br>(p) "Local Currency" means the currency of the Client's country.<br><br>(q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.<br><br>(r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.<br><br>(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.<br><br>(t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.<br><br>(u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.<br><br>(v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant. |
| **2. Relationship between the Parties** | 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully |



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| | responsible for the Services performed by them or on their behalf hereunder. |
| **3. Law Governing Contract** | 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| **4. Language** | 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| **5. Headings** | 5.1. The headings shall not limit, alter or affect the meaning of this Contract. |
| **6. Communications** | 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.<br><br>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| **7. Location** | 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve. |
| **8. Authority of Member in Charge** | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| **9. Authorized Representatives** | 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.** |
| **10. Corrupt and Fraudulent Practices** | 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC. |

Han Sok Kim

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OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

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| **a. Commissions and Fees** | 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract. |

## B. Commencement, Completion, Modification and Termination of Contract

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| **11. Effectiveness of Contract** | 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met. |
| **12. Termination of Contract for Failure to Become Effective** | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| **13. Commencement of Services** | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| **14. Expiration of Contract** | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**. |
| **15. Entire Agreement** | 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| **16. Modifications or Variations** | 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |



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| | 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required. |
| **17. Force Majeure** | |
| **a. Definition** | 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.<br><br>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.<br><br>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |
| **b. No Breach of Contract** | 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. |
| **c. Measures to be Taken** | 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.<br><br>17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. |



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| | 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.<br><br>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:<br><br>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or<br><br>(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.<br><br>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49. |
| **18. Suspension** | 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. |
| **19. Termination** | 19. 1 This Contract may be terminated by either Party as per provisions set up below: |
| **a. By the Client** | 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred |



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| | to in (f):<br><br>(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;<br><br>(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its 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;<br><br>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;<br><br>(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;<br><br>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;<br><br>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.<br><br>19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract. |
| **b. By the Consultant** | 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.<br><br>(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.<br><br>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period |



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| | | of not less than sixty (60) calendar days.<br><br>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.<br><br>(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach. |
| c. | **Cessation of Rights and Obligations** | 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law. |
| d. | **Cessation of Services** | 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28. |
| e. | **Payment upon Termination** | 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:<br><br>(a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses, provisional sums and contingencyfor expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;<br><br>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly |

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| | termination of this Contract, including the cost of the return travel of the Experts. |

## C. OBLIGATIONS OF THE CONSULTANT

| **20. General** | |
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| **a. Standard of Performance** | 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.<br><br>20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.<br><br>20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. |
| **b. Law Applicable to Services** | 20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.<br><br>20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when<br><br>(a) as a matter of law or official regulations, *[the Borrower's/ Beneficiary's]* country prohibits commercial relations with that country; or<br><br>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. |



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| | 20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs. |
| **21. Conflict of Interests** | 21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| **a. Consultant Not to Benefit from Commissions, Discounts, etc.** | 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.<br><br>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. |
| **b. Consultant and Affiliates Not to Engage in Certain Activities** | 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**. |
| **c. Prohibition of Conflicting Activities** | 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract. |
| **d. Strict Duty to Disclose Conflicting** | 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that |



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| **Activities** | impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| **22. Confidentiality** | 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. |
| **23. Liability of the Consultant** | 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law. |
| **24. Insurance to be Taken out by the Consultant** | 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13. |
| **25. Accounting, Inspection and Auditing** | 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.<br><br>25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility |



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| | under the Bank's prevailing sanctions procedures.) |
| **26. Reporting Obligations** | 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix. |
| **27. Proprietary Rights of the Client in Reports and Records** | 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.<br><br>27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**. |
| **28. Equipment, Vehicles and Materials** | 28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.<br><br>28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable. |



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## D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

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| **29. Description of Key Experts** | 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**<br><br>29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.<br><br>29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment. |
| **30. Replacement of Key Experts** | 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.<br><br>30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration. |
| **31. Approval of Additional Key Experts** | 31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client. |
| **32. Removal of Experts or Sub-consultants** | 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practice while |



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| | performing the Services, the Consultant shall, at the Client's written request, provide a replacement.<br><br>32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.<br><br>32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client. |
| **33. Replacement/ Removal of Experts – Impact on Payments** | 33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed. |
| **34. Working Hours, Overtime, Leave, etc.** | 34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.<br><br>34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.<br><br>34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services. |

## E. OBLIGATIONS OF THE CLIENT

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| **35. Assistance and Exemptions** | 35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:<br><br>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the |



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| | Consultant to perform the Services.<br><br>(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.<br><br>(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.<br><br>(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.<br><br>(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.<br><br>(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.<br><br>(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**. |
| **36. Access to Project Site** | 36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them. |
| **37. Change in the Applicable Law** | 37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties, |



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| **Related to Taxes and Duties** | which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1 |
| **38. Services, Facilities and Property of the Client** | 38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A.**<br><br>38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3. |
| **39. Counterpart Personnel** | 39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.<br><br>39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.<br><br>39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request. |
| **40. Payment Obligation** | 40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the |



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| | Consultant and in such manner as is provided by GCC F below. |

## F. PAYMENTS TO THE CONSULTANT

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| **41. Ceiling Amount** | 41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Other Expenses, Provisional Sums and Contingency).<br><br>41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.<br><br>41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment. |
| **42. Remuneration and Other Expenses, Provisional Sums and Contingency** | 42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) other expenses, provisional sums and contingency that are actually and reasonably incurred by the Consultant in the performance of the Services.<br><br>42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.<br><br>42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.<br><br>42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.<br><br>42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known. |



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| **43. Taxes and Duties** | 43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.<br><br>43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant. |
| **44. Currency of Payment** | 44.1 Any payment under this Contract shall be made in the currency(ies) specified in the **SCC.** |
| **45. Mode of Billing and Payment** | 45.1 Billings and payments in respect of the Services shall be made as follows:<br><br>(a) *Advance payment*. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.<br><br>(b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.<br><br>(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from |



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| | payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.<br><br>(d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.<br><br>(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.<br><br>(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder. |
| **46. Intereston Delayed Payments** | 46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.** |

## G. Fairness and Good Faith

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| **47. Good Faith** | 47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this |



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## H. SETTLEMENT OF DISPUTES

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| **48. Amicable Settlement** | 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.<br><br>48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply. |
| **49. Dispute Resolution** | 49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**. |

## I. ELIGIBILITY

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| ***50. Eligibility*** | 50.1 Compliance with the Bank's eligibility policy is required throughout the Contract's execution. |

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# II. General Conditions

## Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

ADB's anticorruption policy requires that borrowers (including beneficiaries of ADB-financed activity), as well as consultants under ADB-financed contracts, observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, in the context of these Guidelines, ADB

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

(i) A "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) A "fraudulent practice" is any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) Abuse, this is theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;

(vi) Conflict of interest, which is any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;

(vii) "obstructive practice" is a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an ADB investigation; b) making false statements to investigators in order to materially impede an ADB investigation; c) threatening, harassing, or



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intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or d) materially impeding ADB's contractual rights of audit or access to information.

(viii) These terms collectively are called "integrity violations."

(b) will reject a proposal for an award if it determines that the consultant recommended for the award has directly, or through an agent, engaged in integrity violations in competing for the contract in question;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower of ADB financing engaged in integrity violations during the consultant selection process or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and

(d) will sanction a firm or individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, such consulting firm, individual or successor from participation in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB-administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in integrity violations or other prohibited practices.

Han Soo

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# III. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
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| 1.1(b) and 3.1 | The Contract shall be construed in accordance with the law of Pakistan. |
| 4.1 | The language is English. |
| 6.1 and 6.2 | The addresses are:<br><br>Client: Project Director<br>Project Management Unit (PMU)<br>Sindh Provincial Road Improvement Project<br>Works and Services Department Sindh<br>Hyderabad, Pakistan<br>Bungalow No. 108, Defence Officers Housing Society Phase-II, Hyderabad Sindh Pakistan<br>Telephone: 0092 22 9201230<br>Facsimile Number: 0092 22 9201230<br>Electronic Mail Address: pd@spripwsd.gos.pk<br><br>Attention : Mr. Prem Chand Talreja (Project Director)<br>Facsimile : 0092 22 9201230<br>E-mail (where permitted):pd@spripwsd.gos.pk<br><br>Consultant : M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm),<br>In association with:<br>(i) M/s Umar Munshi Associates (Sub-consultant);<br>(ii) M/s PEAS Consulting Pvt. Ltd (Sub-consultant)<br><br>Attention: Mr. Kim, Han Soo (Authorized Representative)<br>Facsimile : +82-2-6202-1030<br>E-mail (where permitted): ijason08@yahoo.ca |
| 8.1 | The Lead Member on behalf of the JV is M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm) |
| 9.1 | The Authorized Representatives are: |

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| | **For the Client:** Mr. Prem Chand Talreja<br>Project Director, PMU SPRIP, Works and Services Department Sindh, Hyderabad<br><br>**For the Consultant:** Mr. Kim, Han Soo<br>M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm)<br>In association with:<br>(i) M/s Umar Munshi Associates (Sub-consultant); and<br>(ii) M/s PEAS Consulting Pvt. Ltd (Sub-consultant) |
| 11.1 | **The effectiveness conditions are the following**: N/A |
| 12.1 | **Termination of Contract for Failure to Become Effective:**<br><br>**The time period shall be** Three Months. |
| 13.1 | **Commencement of Services:**<br><br>**The number of days shall be** Thirty Days.<br><br>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| 14.1 | **Expiration of Contract:**<br><br>**The time period shall be** Forty Two Months |
| 21 b. | **The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3**<br><br>Yes ✓ No _____ |
| 23.1 | The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:<br><br>**"Limitation of the Consultant's Liability towards the Client:**<br><br>**(a) Except in the case of gross negligence or willful misconduct** |

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**on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:**

**(i) for any indirect or consequential loss or damage; and**

**(ii) for any direct loss or damage that exceeds two times the total value of the Contract;**

**(b) This limitation of liability shall not**

**(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;**

[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:

To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.

The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]

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| 24.1 | **The insurance coverage against the risks shall be as follows:**<br><br>**(a) Professional liability insurance, with a minimum coverage of twice of the total contract value**<br>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in Pakistan;<br><br>(c) Third Party liability insurance, with a minimum coverage of **PKR. 1,000,000;**<br><br>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law of Pakistan, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate: **PKR 600,000per occurrence in case of death and PKR 150,000per occurrence in case of injury**; and<br><br>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.<br><br>**Full Replacement Cost of Items Involved** |
| 27.2 | **The Consultant shall not use these *documents and software* for purposes unrelated to this Contract without the prior written approval of the Client** |
| 41.2 | **The ceiling in foreign currency or currencies is: US$ 1,320,080 inclusive of local indirect taxes.**<br><br>**The ceiling in local currency is: PKR 309,910,695 inclusive of local indirect taxes.**<br><br>**Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Client for the Consultant.** |
| 42.3 | **Price adjustment on the remuneration applies.** |

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{Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

(1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \qquad \{\text{or} \quad R_f = R_{fo} \times \left[\ 0.1 + 0.9\frac{I_f}{I_{fo}}\ \right]\}$$

where

$R_f$ is the adjusted remuneration;

$R_{fo}$ is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

$I_f$ is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

$I_{fo}$ is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to $I_f$ and $I_{fo}$ in the adjustment formula for remuneration paid in foreign currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"*]

(2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the *13* calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \qquad \{\text{or} \quad R_l = R_{lo} \times \left[\ 0.1 + 0.9\frac{I_l}{I_{lo}}\ \right]\}$$



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| | where<br>$R_l$ is the adjusted remuneration;<br>$R_{lo}$ is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;<br>$I_l$ is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and<br>$I_{lo}$ is the official index for salaries in the Client's country for the month of the date of the Contract.<br><br>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to $I_l$ and $I_{lo}$ in the adjustment formula for remuneration paid in local currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency*]<br><br>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor $X_0/X$. $X_0$is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. $X$ is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect. |
| **43.1 and 43.2** | **The Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts or the Client shall reimburse the consultant, the Sub-consultants and the Expert any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:**<br><br>**(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;**<br><br>**(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;** |

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| | (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;<br><br>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:<br><br>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and<br><br>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country. |
| **44.1** | **The currency [currencies] of payment shall be the following:**<br><br>**1. Pak Rupees (PKR)**<br>**2. US Dollars ($)** |
| **45.1(a)** | The following provisions shall apply to the advance payment and the advance bank payment guarantee:<br><br>(1) An advance payment of 10% of Contract Price in local currency shall be made within 28 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 3 months of the Services until the advance payment has been fully set off.<br><br>(2) The advance bank payment guarantee shall be in the amount |



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| | and in the currency of the currency(ies) of the advance payment |
| **45.1(b)** | **The Consultant shall submit to the Client itemized statements at time intervals of each calendar month.** |
| **45.1(e)** | **The accounts are:** for foreign currency:<br><br>Account Title: **Yooshin Engineering Corporation**<br>Account No: **374-910001-53332**<br>Swift Code: **HNBNKRSE**<br>Bank Name: **KEB Hana Bank**<br>Branch Name: **Namyeoksam Branch**<br>**Address: 1338-21, Seocho-dong, Seocho-gu, Seoul, Korea**<br><br>for local for currency:<br><br>Account Title: **Yooshin Engineering Corporation**<br>Account No: **0101796694**<br>IBAN No: **PK27MEZN0002550101796694**<br>Swift Code: **MEZNPKKA**<br>Bank Name: **Meezan Bank Limited**<br>Branch Name: **Bank Square Model Town Lahore Branch**<br>**Address: Ground Floor, Central Commercial Market Area, Model Town, Lahore Pakistan** |
| **49.** | [Note: In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]<br><br>**Disputes shall be settled by arbitration in accordance with the following provisions:**<br><br>1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:<br><br>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party |



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may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.

(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to



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perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.

4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [*Note*: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:

(a) the country of incorporation of the Consultant [*Note*: If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or

(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or

(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or

(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

5. Miscellaneous. In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client's country nor the Consultant's country]*;

(b) the *[type of language]* language shall be the official language for all purposes; and

(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.



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# IV. Appendices



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## *Model Form I*
## *Breakdown of Agreed Fixed Rates in Consultant's Contract*

*We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:*

*(Expressed in [insert name of currency])**

| *Experts* | | *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* |
|---|---|---|---|---|---|---|---|---|---|
| *Name* | *Position* | *Basic Remuneration rate per Working Month/Day/Year* | *Social Charges*[1] | *Overhead*[1] | *Subtotal* | *Profit*[2] | *Away from Home Office Allowance* | *Agreed Fixed Rate per Working Month/Day/Hour* | *Agreed Fixed Rate per Working Month/Day/Hour*[1] |
| *Home Office* | | | | | | | | | |
| | | | | | | | | | |
| *Work in the Client's Country* | | | | | | | | | |
| | | | | | | | | | |

*1 Expressed as percentage of 1*
*2 Expressed as percentage of 4*
** If more than one currency, add a table*

*Signature* _____ *Date* _____

*Name and Title:* _____

# APPENDIX – A
## Terms of Reference

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**Contract Agreement**
**Between**
**Project Management Unit, Sindh Provincial Road Improvement Project, Works and Services Department Sindh**
**And**
**M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with**
**(i) M/s Umar Munshi Associates (Sub-consultant); and**
**(ii) M/s PEAS Consulting Pvt. Ltd (Sub-consultant)**

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## APPENDIX A – TERMS OF REFERENCE

[*Note*: This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

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STAMP OFFICE ★ KARACHI-PAKISTAN ★ GOVT. OF SINDH

# Terms of Reference

## Consultancy Services (Project Management Consultant)
## For
## Design Review and Construction Supervision of Sindh Provincial Road Improvement Project in Sindh Pakistan

### (A) Background:

1. The Government of Sindh has applied a loan from the Asian Development Bank (ADB), and part of the loan will be used for the project management consultancy service of the Sindh Provincial Roads Improvement Project (the Project). The project will rehabilitate following provincial highways in Sindh:

| Road Section | Length (Km) |
|---|---|
| Thull to Kandhkot | 44 |
| Sheranpur to Ratodero | 36 |
| Khyber to Sanghar | 64 |
| Sanghar to Mirpurkhas | 63 |
| Tando Mohammad Khan to Badin | 67 |
| Digri to Naukot | 54 |
| **Total** | **328** |

2. The Works & Services Department (WSD) of Sindh will be the Implementing Agency (IA) for the Project, and a Project Management Unit (PMU) was established with a head of the Project Director "PD" (Client's representative). A consultant service (the Consultant) will be recruited to provide services for design review and construction supervision of these road sections to be rehabilitated and reconstructed under the Project.

3. The Consultants will be responsible to serve as the Engineer within the context of the conditions of the construction contracts and will be required to nominate Resident Engineers for the contract(s) that will be a full-time resident in the area or located in the proximity of project area. In addition to the primary role, the Consultants will assist the client (PMU, WSD) in the efficient administration and implementation of the sub-projects, support and strengthen it in its tasks, monitor progress, financial management, social and environmental safeguards and gender mainstreaming in the project. The Consultant will report to the PD appointed by WSD. The Consultant will work under the overall guidance, coordination and directions of the PD.

### (B) Objective

4. The overall objectives of these Terms of Reference are to:
   a. Ensure that the detailed engineering design is reviewed, and updated if required, in accordance with the specified parameters / standards and best international practices prior to implementation of civil works contracts.

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b. Ensure that high quality construction is achieved in time within budget and that all work is carried out in full compliance with the approved engineering designs, technical specifications, agreed work schedule, and within the terms and conditions of all other contract documents and sound engineering practices;

c. Demonstrate the efficacy of contract administration and supervision by independent external agencies;

d. Monitor and evaluate the implementation of environmental management plan, resettlement plan and other social safeguard measures by the contractor and client.

e. Promote technology transfer and the introduction of modem Contract Administration practices within WSD.

**(C) Scope of Consultancy Services:**

5. General Duties and Responsibilities of the Consultants.

a. The Consultants will carry out a critical review of the detailed engineering design prior to the commencement of works to identify anomalies or omissions that constitutes inconsistency in the design and completeness of works. This review will be carried out immediately after the services commence and will be completed within 6 weeks. On completion of the review, the Consultant will prepare a report, setting out all findings and recommendations for correcting any defects or omissions identified. Notwithstanding these, the Consultant will immediately inform the employer of any defect or omission that may have a substantial impact on the Project at the time the defect or omission is uncovered.

b. Civil works will be carried out based on the MDB FIDIC June 2010 contract. The consultant will administer the civil work's contracts, make engineering decisions, be responsible for quality assurance, provide general guidance and furnish timely responses to the contractors in all matters relating to the civil works, and ensure that all clauses of the contract agreement between the civil works contractors and PMU are respected.

c. The consultant will advise PMU on all matters relating to the efficient and successful execution of the civil works contracts, and will act at all times to protect the interests of the project and will take all reasonable steps to keep the construction costs to a minimum, consistent with sound economic and engineering practices; and will prepare a "Contract Administration and Construction Supervision Manual" outlining routines and standard operating procedures to be applied in contract administration and construction supervision, based on sound internationally recognized practice.

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6. **Design Review**: The Consultant will review and validate on ground, the detailed engineering design including the design reports, design calculations and design drawings. Thereafter the Design Review Consultants will bear the professional liability for the accuracy of the design, which will be covered under this contract. The design review and ground validation shall include but not limited to the following tasks;

a. Review & ensure that the design meets all the standards & parameters specified in the Terms of Reference for Design Consultants, WSD specifications, and best international practices.

b. Review & ensure that the geometric alignment particularly the horizontal curve and vertical profile for provincial highways as well as service road, meets the minimum specified criterion.

c. Review & ensure that a cost effective embankment height, has been adopted throughout the alignment, based on the required capacity of soil, depth of water table and drainage pattern of the surrounding area.

d. Review & ensure that the pavement is most efficient and cost effective; design has been carried out on the basis of traffic studies conducted by the Design Consultant, strength/ CBR of the proposed pavement materials, the calculated EASLES, and prescribed design life.

e. Review and ensure that the design parameters, calculation, location and layout of hydraulic & other traffic engineering structures to include bridges, flyovers, underpasses and culverts, on the basis of hydrology report, geotechnical investigations, soil analysis, drainage pattern, and site conditions, ensuring that safe and cost effective designs are adopted.

f. Review and ensure that the design of road side drainage and cross drainage structure has been carried out as per the site requirement and flow patterns/ calculations of run off.

g. Review and ensure that the design, lay out & requirement of retaining walls, breast walls , other retaining structures, and slop stability/ slide control measures as per the geotechnical requirement and site conditions.

h. Review and ensure that the requirement of intersections, underpasses, overhead bridges, Entry / Exits, and all other highway related works have been included in the design.

i. Verify a highway safety audit to ensure that all traffic signs, pavement marking, and pavement studs have been provided in the design as per the requirement. Also check those work zone safety requirements proposed are in accordance with best international practices.

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j. Review and ensure that the Bill of Quantities vis-à-vis the proposed design for pavement and structures are accurate up to a tolerance of 5%.

7. **Contract Administration & Construction Supervision**. The Consultant while supervising construction works will make all necessary arrangements for quality control and implementation of the works. The task of the Consultant will include but not be limited to:

1) Give Notice to contractor to commence works;

2) Assure submission and advise PMU on the adequacy of the Contractors' insurance policies, performance bonds, and advance payment guarantees;

3) Review and approve the Contractor's work programs 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, if included in the bids and/or if demanded later on by the PMU. Subsequently, closely monitor the construction progress on regular basis to determine whether it is proceeding in accordance with the approved work program;

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

5) 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;

6) Assure the receipt of and maintain as permanent records of all warranties required under terms and conditions of the Contract Agreement for materials including their source and equipment accepted and incorporated in the project;

7) Without relieving the Contractors of their obligations under the Contract, check and approve the contractors' Working Drawings, Method Statements and Temporary Works proposals;

8) Carry out any subsequent design changes, and expeditiously issue supplementary drawings, site instructions, variation orders and day work

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orders to avoid delay to the works and to ensure that the works are executed in accordance with Contract;

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

10) Assure that the Contractors have all necessary data for setting out and check the Contractors setting out including staking the right-of-way limits, centerline, and grade and confirm permanent monuments in the construction area;

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

12) Without relieving the Contractors of their obligations under the Contract, monitor the Contractors' laboratory testing, evaluate the Portland cement concrete and bituminous mixture designs prepared by the Contractors, and recommend improvements (if any) to ensure the desired performance, and accord approval thereof;

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

14) Give notice to Contractors of any defects and deficiencies, and issue instructions for the removal and substitution of the improper works, where provided under the contract. If required, order suspension of the work(s) and/or recommend to PMU other recourse available under the Contract;

15) Attend and make measurement and computation of quantities of the completed works, or any work which is about to be covered or put out of view before permanent work is placed thereon, and maintain permanent records of all such measurements, and keep the measurement books and records in safe custody;

16) undertake project performance monitoring and evaluation in accordance with the Project Framework and ADB's *Project Performance Management System (PPMS) Handbook* including the baseline data survey and the following annual survey and reporting up to project completion;

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17) Monitor and appraise progress of the works, and maintain a day by day project diary which shall record all events pertaining to the administration of the contract, requests from and orders given to the Contractors, and any other information which may be at a later date be of assistance in resolving queries which may arise concerning execution of the works;

18) Issue monthly-consolidated progress reports on a format to be agreed with the PMU including payment estimates and comments on the Contractors' work programme, and advice PMU of any problems or potential problems which might arise and cause delay in implementation and recommend corrective action(s) to be taken;

19) Check the Contractor's periodic statement of the estimated value of work completed and certify that these statements clearly and accurately describe the value of work executed on the value of the quantities of the items in the "Bill of Quantities";

20) Issue the interim certificates to PMU for payment to the Contractors on the basis of "Measured Work Items", having regard to any contractual provisions for advance payment, variation of price, and exchange rate fluctuation etc. Certify the completion of the Activities/Works or parts thereof and process final payments to the Contractors;

21) Assist with interpretation of Contract Documents, explain and or reconcile any ambiguities and or discrepancies in the Contract Documents, and apply various provisions of the contract documents; and provide PMU all relevant documentation needed for settling disputes (if any) with the Contractors, and make recommendations to PMU for resolving the Contractors' escalation claims, contract time extensions, variation orders, subletting, additional cost, rate and price fixing etc;

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

23) Carry out the following duties related to environmental mitigation with particular reference to the technical requirements of sound environmental standards on the basis of ADB's *Environmental* Guidelines for *Selected Infrastructure Development Project (Highways & Roads)* during construction. (i) prepare a site specific Environmental management Plan in accordance with Environmental management (ii) Frame work. Ensure that all the environmental mitigation measures required to be implemented are incorporated into the contract documents. (iii) the Contractors comply with all necessary requirements contained in the Environmental Framework and Environmental management Plan (iv) ensure that the day-to-day construction activities are carried out in an environmentally sound and sustainable manner; (iii) develop good practices construction guidelines to

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assist the Contractors and PMU staff in implementing the Framework; and (v) prepare and submit monthly progress report on the implementation 'Environmental management Plan (EMP) to PMU and ADB (vi) in the event of occurrence of any unexpected environmental impacts, to provide necessary mitigation measures.(vii) Prepare due diligence and environmental monitoring reports periodically as required by ADB/PMU;

24) HIV/AIDs and Human Trafficking. Monitor that the contractors comply and carry out required actions as provided in the respective contract documents, such as awareness and education of laborers and workers. Ensure that the contractor does not involve child labor for the execution of the civil works contracts in accordance with the provisions of the contract agreement;

25) Jointly inspect with PMU the completed civil works, and assist in formal taking over and review and approve or prepare "as built" drawings and plans (as the case may be), and provide report(s) testifying to the satisfactory completion of the contracts;

26) Inspect the completed works periodically during the defect liability period within the term covering the Consultant's Agreement, prepare lists of deficiencies (if any), and carry out supervision of the remedial works, and issue the Defects Liability certificates after the rectification of notified defects by the Contractors;

27) Establish a comprehensive system of maintaining site records including site correspondence, inspection records, test data, site diaries, records of meetings, financial records, progress records etc;

28) Provide any other specialist services requested by PMU under conditions to be mutually agreedensure that the construction methods as proposed by the contractor for carrying out the works are satisfactory, inspection of contractor's construction equipment; and safety of the works, property, personnel, and general public; the schedule of mitigation measures for adverse environmental impacts; and

29) Support the PMU to implement the resettlement plan including public consultation, verification of the resettlement compensation payment, and preparation of monitoring report.

## (D) Staffing

63 person-months International and 497.5 person-months national project management consultants are required to review the designs and assist in construction supervision, procurement, financial management, safeguard compliance and implementation of the sub-projects. The implementation period is 33 months

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excluding the defects notification period, which will be 12 months. There will be two "site supervision teams", for six contract packages. The staff for each package is expected to mobilize on the date of actual commencement of works by the contractors. Team Leader of the Consultants is expected to be full time and mobilize approximately two months in advance of the commencement of the works in order to assist PMU with activities leading up to mobilization of the Contractors. Consulting Services will be engaged using Full Technical Proposal (FTP) procedures based on quality and cost-based selection (QCBS) method following *ADB's Guidelines on the Use of Consultants (2013, as amended from time to time)*. The provisions of ADB's Anticorruption Policy will be included in all invitation documents and contracts for consultants. The tentative team composition is as below:

**(a) Experts (International and National)**

| S/No | Expertise | Positions | Input (Person Months) |
|---|---|---|---|
| **A.** | **International Experts** | | |
| 1 | Chief Resident Engineer / Team Leader | 1 | 30 |
| 2 | Contract Specialist | 1 | 7 |
| 3 | Performance-Based Maintenance Specialist | 1 | 3 |
| 4 | Material Engineer | 1 | 15 |
| 5 | Environmental Specialist | 1 | 2 |
| | **Sub-Total** | **5** | **57** |
| **B.** | **National Experts** | | |
| 6 | Deputy Team Leader / SRE | 1 | 45 |
| 7 | Contract Specialist | 1 | 45 |
| 8 | Financial Analyst | 1 | 33 |
| 9 | Resettlement Specialist | 1 | 2 |
| 10 | Resident Engineers | 2 | 84 |
| 11 | Highway Engineers (ARE) | 3 | 90 |
| 12 | Structural Engineers (ARE) | 3 | 90 |
| 13 | Material Engineer | 3 | 90 |
| 14 | Environmental Specialist | 1 | 5 |
| 15 | Drainage Engineer | 1 | 3 |
| 16 | Highway Design Engineer | 1 | 3 |
| 17 | Structural Design Engineer | 1 | 3 |
| | **Sub-Total** | **19** | **493** |
| **C.** | **Design Review Experts (International)** | | |
| 18 | Senior Highway Design Engineer / TL | 1 | 1.5 |
| 19 | Senior Structural Engineer | 1 | 1.5 |
| 20 | Geotech Engineer | 1 | 1.5 |

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| S/No | Expertise | Positions | Input (Person Months) |
|---|---|---|---|
| 21 | Highway Safety Auditor | 1 | 1.5 |
| | Sub-Total | 4 | 6 |
| D. | Design Review Experts (National) | | |
| 22 | Highway Design Engineer | 1 | 1.5 |
| 23 | Structural Design Engineer | 1 | 1.5 |
| 24 | Drainage Engineer | 1 | 1.5 |
| | Sub-Total | 3 | 4.5 |

| | | |
|---|---|---|
| Grand Total of International Experts | 9 | 63 |
| Grand Total of National Experts | 22 | 497.5 |

| | | |
|---|---|---|
| Grand Total of International and National Experts | 31 | 560.5 |

(b) Support Staffs (Technical and Non-Technical)

(i) National Support Staff (Technical)

| S/No | Title | Professional Experience | Estimated person-months |
|---|---|---|---|
| 1 | Surveyors [6 Positions] [2 each residency and 2 in sub Residency] | 10 Years | 180 |
| 2 | Quantity Surveyors [3 Positions] [1 each residency & 1 in sub Residency] | 10 Years | 126 |
| 3 | Site Inspector [12 positions] [4 each residency and 4 in sub Residency] | 5 Years | 360 |
| 4 | Lab. Technician [12 positions] [4 each residency and 4 in sub Residency] | 5 Years | 360 |
| 5 | Trainee Engineer [12 positions] [2 on each road package] | 1 Year | 144 |
| | Total | | 1,170 |

(ii) National Support Staff (Non-Technical)

| S/No | Title | Professional Experience | Estimated person-months |
|---|---|---|---|
| 1 | Secretary / Computer Operator [7 | 8 Years | 315 |

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| S/No | Title | Professional Experience | Estimated person-months |
|---|---|---|---|
| | Positions] [1 at Hyderabad office and 2 each residency &2 in sub Residency] | | |
| 2 | Office Assistant / Document Controller [1 Position at Hyderabad office] | 5 Years | 33 |
| 3 | Office Boy [8 Positions] [2at Hyderabad office and 2 each residency &2 in sub Residency] | 5 Years | 288 |
| 4 | Chowkidar / Guard [8 Positions] [2at Hyderabad office and 2 each residency &2 in sub Residency] | 5 Years | 360 |
| 5 | Cook [5 Positions] [1 for expatriates and 1 for local at Hyderabad office and 1 each residency &1 in sub Residency] | 5 Years | 210 |
| | | **Total** | **1,206** |

*Note: CVs are to be provided for the Key Experts only.*

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | **International Experts** | | |
| 1 | **Chief Resident Engineer / Team Leader** | **Experience:** | 15 years international experience as Chief Resident Engineer and 10 years as Team Leader on major road projects. |
| | | **Qualification:** | Bachelor's degree in Civil Engineering – preferably Masters in Civil Engineering / Highway Engineering / Transportation Engineering / Construction Management / Project Management or equivalent |
| | | **Responsibilities:** | He/she will have overall responsibility for the organization, conduct and delivery of consultancy services and reporting to WSD. The CRE / Team Leader will head the Consultants' team and will work directly to manage the project and will maintain liaison with WSD.<br><br>Responsibilities of the CRE / Team Leader will include, but is not limited to the following:<br>• Assist the PMU in Project implementation.<br>• Assume full responsibility for the consulting team and performance of services under the consultancy contract.<br>• Ensure that the consulting team undertakes comprehensive review of the designs and specifications which were prepared by the design consultant.<br>• Ensure that the consulting team undertakes comprehensive construction supervision and contract administration of the inescapable civil works.<br>• Oversee the consultants activities ensuring compliance to details provided in the construction drawings and strict adherence to construction specifications.<br>• Oversee and supervise construction of works in accordance with details provided in the construction drawings ensuring strict adherence to construction specifications.<br>• Ensure preparation of detailed and quantitative progress reports to support the contractor's requests for progress payments.<br>• Keep the Employer informed of technical issues and progress of all works |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | both by informal and formal meetings and correspondence and assist in any project issue which the Employer may require.<br>• Participate in the Dispute Board meetings to explain and discuss issues raised by the Contractor/Employer or dispute board.<br>• Ensure implementation of environment and social safeguards requirements.<br>• Assist the Employer in preparing responses to audit objections and queries of the financiers or other Government Authorities.<br>• Coordinate with all concerned Employer's organizations on project issues.<br>• At the end of the construction activities, guide and ensure that the team prepares a comprehensive Construction Completion Report inclusive of "as-built drawings" as appropriate |
| 2 | **Contract Specialist** | **Experience:** | 15 years international experience as a Contract Specialist on a senior position on major road projects based on FIDIC form of contract. Proven credentials in contract administration, evaluating contractor's claims and dispute resolution. Preferable experience/track record of an arbitrator, mediator, adjudicator and/or dispute resolution adviser |
| | | **Qualification:** | Bachelor's degree with a major in Civil Engineering, law, contracts, purchasing, or management – preferably Master's degree in Civil Engineering, law, contracts / procurement, or equivalent. |
| | | **Responsibilities:** | He/she will be responsible for assistance in contract administration of works contracts, taking timely contractual actions related to cost, time and quality controls and closure of the contracts, and in case of dispute its referral to the adjudication and arbitration in case of dispute.<br><br>15 years' experience in civil works contracts, procurement and management. Experience and knowledge of ADB's procurement procedures is essential. He/she will be responsible for assisting the client, Team Leader and Resident Engineers in all the activities pertaining to contract management of |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | civil works contracts, early warning of key contractual actions, schedule and document contract management meetings and evaluating/resolving contractor's claims and contractual disputes. |
| 3 | **Performance-Based Maintenance Specialist** | **Experience:** | 20 years' experience on road maintenance planning. Knowledge of Performance Based Maintenance Contract |
| | | **Qualification:** | Bachelor of Civil Engineering, Master in Highway Engineering |
| | | **Responsibilities:** | He has to analyze performance based implementation of maintenance work and related procurement. The main task will be assessing the need of institutional strengthening for tendering and managing performance base maintenance contracts.<br>He will have to check either contractor follow the set standards of Performance Based Maintenance contracts procedures as (i) Initial Rehabilitation Works To be carried out at the initial stage of the contract to bring the Roads up to pre-defined standards;<br>(ii) Improvement Works aiming at adding new characteristics to the Roads in response to new traffic, safety or other considerations; and (iii) Emergency Works comprising of activities needed to reinstate the Roads after damage resulting from unforeseen natural phenomena with imponderable consequences. |
| 4 | **Material Engineer** | **Experience:** | 12 years international experience as Material Engineer on major road projects. Preferably two years' experience of asphalt concrete mix design in countries having similar climate condition and/or truck over loading problems like Pakistan |
| | | **Qualification:** | Bachelor's degree preferably Masters in Civil Engineering / Engineering Geology or equivalent |
| | | **Responsibilities:** | He /She will be responsible to stipulate material testing procedures and specifications, make suitable recommendations regarding the borrows and query areas for construction materials, prepare JMF and responsible for preparation and testing of concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified |

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| S/No | Title | Experience, Qualification & Responsibilities |
|---|---|---|
| | | during material investigation to confirm specificationsapplicable in Pakistan<br><br>Qualified Civil Engineer holding bachelor's degree or higher with at least 15 year experience of working in the similar capacity on road construction projects. Material Engineer will assist the CRE/TL and will be responsible for quality of material used in construction by performing field and laboratory tests and certifying their acceptance based on his/her recommended specifications for the materials.<br><br>Responsibilities of the Material Engineer will include, but is not limited to the following:<br><br>• Stipulate Material Testing Procedures and Specifications;<br>• Identify sources of materials, quarry sites and borrow areas;<br>• Confirm the suitability and availability of material in the borrow pits and quarries for pavement;<br>• If required, identify and evaluate additional sources of materials;<br>• Undertake field and laboratory testing of the materials to determine their suitability for various components of the work;<br>• Prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries and the respective estimated quantities;<br>• Make suitable recommendations regarding making good the borrow and quarry areas after the exploitation of materials for construction of works;<br>• Be responsible for Material Testing and specification and certification of material quality;<br>• Preparation and testing of concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified during Material Investigation to conform to specification applicable in Pakistan; and |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | • Preparation of JMF. |
| 5 | **Environmental Specialist** | **Experience:** | 15 years' experience as Environment Specialist supervising and monitoring environmental management plans on donor financed road projects and familiarity with the ADB's safeguard policies. |
| | | **Qualification:** | Bachelor's degree in Environmental Engineering - preferably Masters in Environmental Sciences or equivalent |
| | | **Responsibilities:** | He/she will be responsible for preparing Environmental screening check list and classifying sub projects that have not been yet classified, preparing and obtaining IEEs and Environmental Management Plans (EMP), ensuring prior clearance, monitoring, course correction, consultations, due diligence and disclosures.<br><br>Have at least 15 years of experience in environmental management and monitoring of projects, environmental assessment and/or design and implementation of environmental mitigation measures. He/she will be responsible for due diligence on environmental safeguards. The Environmental Specialist will be responsible for monitoring the implementation of environmental management plan, undertaking remedial action in close consultation with respective EPA and ADB to handle unexpected environmental impacts and submitting the monitoring report on EMP to the relevant agencies and ADB.<br><br>Responsibilities of the Environmental Specialist will include but not limited to the following:<br>• Review all relevant documents, particularly the Environmental Impact Assessment study;<br>• Prepare/ update a cost effective environmental management and monitoring plan for rehabilitation of the road works, which is in line with IEE/ EMP recommendations so as to ensure minimal environmental effects both during and following the construction period; |

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|---|---|---|---|
| | | | • Review the site specific environmental management plan (SSEMP) for each sub-project and ensure its effective implementation;<br>• Prepare and execute required appropriate actions to mitigate any negative environmental impacts associated with construction activities in collaboration with PMU and all concerned stakeholders;<br>• Prepare a detailed reforestation plan for the Project and supervise its implementation during construction process as required in the IEE/ EMP;<br>• Develop training materials for PMU staff to support environmental protection measures and to monitor and mitigate potential environmental impacts;<br>• Ensure that any environmental impact assessments, if required, fully comply with ADB Guidelines Safeguards Policy Statement (SPS, 2009) and ensure that all required mitigation measures are identified and acceptable. Ensure that the environmental management and monitoring plans reflecting full details regarding the estimated mitigation costs are in place through the SSEMP; and<br>• Besides assisting in finalizing the biannual environmental monitoring report, he/ she will also assist the PMU in finalization of quarterly progress report, annual progress report and any specific report asked by the PMU. |
| | **National Experts** | | |
| 6 | **Deputy Team Leader / SRE** | **Experience:** | 15years' experience as Deputy Team Leader / SRE on major road projects in procurement of civil works, contract management, processing of claims and implementation of road projects. |
| | | **Qualification:** | Bachelor's degree in Civil Engineering - preferably Masters in Civil Engineering / Highway Engineering / Transportation Engineering / Construction Management / Project Management or equivalent. |
| | | **Responsibilities:** | He/she will be responsible for construction supervision and ensuring that the project is implemented in accordance with the required specifications and approved drawings. He/she will also be responsible to assist Team Leader |

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| S/No | Title | Experience, Qualification & Responsibilities |
|---|---|---|
| | | for issues relating to Highway Geometry etc. when required.<br><br>Responsibilities of the Deputy Team Leader/ SRE will include, but are not limited to the following:<br>• Act as the Team Leader during the absence of Team Leader;<br>• Assist the Team leader in ensuring that the consulting team undertakes comprehensive review of designs and specifications and carries out construction supervision and contract administration of the civil works for the Project assuming the role of "the Engineer" and undertake all tasks as defined under FIDIC General Conditions of Contract for Construction;<br>• Assist the team leader in overseeing the consultants activities ensuring compliance to detail provided in the construction drawings and strict adherence to construction specifications;<br>• Assist the Team Leader in overseeing quality control methodology put in place, confirming its adequacy and ensuring that its employment is satisfactorily carried out;<br>• Render necessary advice and assist the Team leader in contract administration and procurement issues/assignments/contractual claims;<br>• Assist the Team Leader in resolving any contractual issues;<br>• Determine extension of time for completion and other claims in accordance with the conditions of contract in consultation with the CRE / Team Leader;<br>• Provide assistance to the Employer in dispute resolution as per provisions in the conditions of contract;<br>• Assist the Team Leader in keeping the Employer informed of contractual and claims issues by direct contacts and through discussions or correspondence;<br>• Assist the Team Leader/Chief Engineer in holding meetings with the Contractor on contract and claims issues; and<br>• Assist the team leader in preparing a comprehensive Project Completion |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | Report (PCR) and any other duty/ assignment the Team Leader may entrust. |
| 7 | **Contract Specialist** | **Experience:** | 10 years' experience as a Contracts Specialist on major road projects based on FIDIC form of contract. Proven credentials in contract administration |
| | | **Qualification:** | Bachelor's degree with a major in Civil Engineering, law, contracts, purchasing, or management - preferably Masters in Civil Engineering, law, contracts / procurement, or equivalent. |
| | | **Responsibilities:** | He/she will be responsible for ensuring contract administration of the works contracts, taking timely contractual actions related to cost, time and quality controls in accordance with the provisions of the works contract agreement, closure of the contracts, evaluating claims, and in case of disputes, its referral to dispute resolution including Dispute Review Boards and/or arbitration.<br><br>Experience and knowledge of ADB's procurement procedures is essential. He/she will be responsible for assisting IA in procurement and management of civil works contracts. He/she will be responsible for procurement oversight.<br>He/she will be responsible for assisting the client, Team Leader and Resident Engineers in all the activities pertaining to contract management of civil works contracts, early warning of key contractual actions, schedule and document contract management meetings and evaluating/resolving contractor's claims and contractual disputes. |
| 8 | **Financial Analyst** | **Experience:** | 5 years' experience in Finance and Accounting<br>Proficient in spreadsheets, databases, MS Office and financial software applications; hands on experience with statistical analysis; proven knowledge of financial forecasting and information analysis |
| | | **Qualification:** | BS degree in Finance, Economics or related field |
| | | **Responsibilities:** | Main responsibilities of the position will include but not limited to the following: |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | • Consolidate and analyze financial data (budgets, income statement forecasts etc);<br>• Assemble and summarize data to structure sophisticated reports on financial status and risks;<br>• Develop financial models, conduct benchmarking and process analysis;<br>• Track and determine financial status by analyzing actual results in comparison with forecasts;<br>• Reconcile transactions by comparing and correcting data;<br>• Consult with management to guide and influence decision making within the scope;<br>• Providing advice on all aspects of budgetary control;<br>• Working with other staff in the finance team;<br>• Management accounts preparation;<br>• Planning and budgeting;<br>• Provide financial information service to management |
| 6 | **Resettlement Specialist** | **Experience:** | 8 years' experience in planning preparation, implementation and monitoring of Social Safeguards (Involuntary Resettlement and Indigenous people) as Resettlement Specialist on IFI financed development projects and familiarity with ADB's Social Safeguard Policies. |
| | | **Qualification:** | Masters in Social sciences or relevant field. |
| | | **Responsibilities:** | He/she will be responsible to support WSD to ensure compliance to social safeguards (Involuntary Resettlement Indigenous people) while planning, preparation, implementation and monitoring of resettlement plans for the sub-projects as required under Safeguard Policy Statement (2009). During event he/she will facilitate WSD to identify, assess and update impact inventory based on design review, conduct consultations with project affected persons and update the resettlement plans as per marked construction limits. Monitor day to day RP implementation and consolidate RP implementation progress in monthly progress reports, facilitate WSD in |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | recording and redress of grievances of project affected people and prepare Quarterly / Bi-Annual Social Monitoring (internal monitoring) reports for ADB's review.<br><br>Responsibilities will include but not limited to the following:<br><br>• Screen subprojects for involuntary resettlement impacts to determine eligibility of the subproject for financing under the project;<br>• For subprojects with involuntary resettlement impacts, prepare Resettlement Plans in accordance with the Resettlement Framework;<br>• Assist and supervise detailed design of subprojects to ensure involuntary resettlement impacts are minimized, if not avoided;<br>• Based on detailed design, conduct detailed measurement survey and update the Resettlement Plan in accordance with the Resettlement Framework;<br>• Assist in organizing and conducting consultations with affected people to ensure that the Resettlement Plan have been fully discussed and agreed;<br>• Assist PMU and field staff in the implementation of Resettlement Plans in the subproject areas;<br>• Develop and conduct training modules to ensure proper understanding and implementation of Resettlement Plans;<br>• Monitor implementation of Resettlement Plans. |
| 10 | Resident Engineer | **Experience:** | 12 years' experience as Resident Engineer on major road projects |
| | | **Qualification:** | Bachelor's degree in Civil Engineering – preferably Masters in Civil Engineering / Highway Engineering / Structure Engineering / Transportation Engineering / Construction Management / Project Management or equivalent. |
| | | **Responsibilities:** | He/she will be responsible for construction supervision and ensuring that the project is implemented in accordance with the applicable specifications, approved drawings, and timeframe. He/she will have overall responsibility of |

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|---|---|---|
| | | the project. He/she will be responsible for construction supervision and reviewing and approving contractors' bills. H/She will supervise the work of Assistant Resident Engineers and rest of construction supervision teams and will manage the construction milestones and quality control of works. H/She will provide assistance to the Team Leader in overall management, monitoring and reporting and will be responsible for day-to-day management of works. The construction works will be executed in accordance with the Conditions of Contract contained in ADB's standard documents as appropriate and in accordance with Conditions of Contract. Accordingly, the Project Director PMU will be the Employer, and the consultant will be the Engineer for all civil work contracts.<br><br>Responsibilities will include but not limited to the following:<br><br>• The Resident Engineer will be responsible for quality, cost, scope, time, safety, and environmental control of the subprojects;<br>• He/she will be responsible for reviewing and assisting in approval of contractor's work program, method statements, material sources, preparing and issuing reports as defined subsequently, approving and/or issuing working drawings, approving the setting out of the works, and instructing the contractor;<br>• Certifying work volume and recommending interim certificates for progress payments, maintaining consolidated project accounts, and preparation of financial statements, ensuring minimum disruption/damage to the environment by approval of contractors' work statement/methodology;<br>• Monitoring the impact of construction works on the environment and local settlements and providing information to the PMC, WSD department, and the ADB on the monthly progress reports;<br>• Preparing and issuing reports as defined subsequently;<br>• Approving and/or issuing working drawings, approving the setting out of |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | the works, and instructing the contractor;<br>• Taking measurements and keep measurement records;<br>• Maintaining records, correspondence, and diaries;<br>• Certifying work volume and recommending interim certificates for progress payments;<br>• Maintaining consolidated project accounts, and preparing of financial statements and withdrawal applications for submission to the ADB;<br>• Certifying completion of part or all of the works;<br>• Inspecting the works at appropriate intervals during the defects liability period and issuing the defects liability certificate;<br>• Processing the contractor's possible claims;<br>• Ensuring minimum disruption/damage to the environment by approval of contractors' work statement/methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to W&S Sindh and the ADB on the monthly progress reports;<br>• Providing the employer with complete records and reports, and approving the contractors' as - built drawings for the works;<br>• Inspecting the works at appropriate intervals during the defects notification period and issuing the defects notification certificate;<br>• Compile a Project completion report providing details of Project implementation, problems encountered, and solutions adopted, and detailing and explaining any variation in Project costs and implementation schedules from the original estimates. |
| 11 | Highway Engineers (ARE) | **Experience:** | 10 years' experience as Assistant Resident Engineer (Highways) on major road projects |
| | | **Qualification:** | Bachelor's degree in Civil Engineering preferably Masters in Civil Engineering / Highway Engineering / Structure Engineering / Transportation Engineering / Construction Management / Project Management or equivalent. |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | **Responsibilities:** | He will be responsible for construction supervision of the road and ensuring that the subject project is implemented in accordance with the required specification and approved drawings.<br><br>He will be responsible for construction supervision and review and approval of contractor's bills. The Assistant Resident Engineer will assist the Resident Engineer (RE) in the performance of his tasks. The main responsibilities of the position will include but not limited to the following:<br><br>• Inspect the site and collect the condition data for the design review and necessary changes if any;<br>• Assist the RE in preparation of technical details such as specifications and estimates;<br>• Provide details about existing pavement, damages and assessment;<br>• Assist the RE and recommend approval of contractor's work program, method statements, material sources, etc;<br>• Assist the RE in preparing and issuing reports as defined subsequently;<br>• Review and recommend approval and/or issuing working drawings, approval of the setting out of the works, and instruction to the contractor;<br>• Taking measurements and keep measurement records;<br>• Maintaining records, correspondence, and diaries;<br>• Certifying work volume and recommending interim certificates for progress payments;<br>• Assist in maintaining consolidated project accounts, and preparing of financial statements and withdrawal applications for submission to the ADB;<br>• Provide feedback to the RE on the certification of completion of part or all of the works;<br>• Processing the contractor's possible claims;<br>• Ensuring minimum disruption/damage to the environment by approval of |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | contractors' work statement/methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to W&S Sindh and the ADB on the monthly progress reports;<br>• Providing the employer with complete records and reports, and recommend the contractors' as - built drawings for the works;<br>• Assist in the compilation of a Project completion report data, providing details of Project implementation, problems encountered, and solutions adopted, and detailing and explaining any variation in Project costs and implementation schedules from the original estimates. |
| 12 | **Structure Engineers (ARE)** | **Experience:** | 10 years' experience as Assistant Resident Engineer (Structures/Bridges) preferably on major road / bridge projects. |
| | | **Qualification:** | Bachelor's degree in Civil Engineering preferably Masters in Civil Engineering / Highway Engineering / Structure Engineering / Transportation Engineering or equivalent. |
| | | **Responsibilities:** | He/she will be responsible for construction supervision and of structural components of the road and ensuring that the subject project is implemented in accordance with the required specification and approved drawings.<br><br>He will be responsible for construction supervision and review and approval of contractor's bills. The Assistant Resident Engineer will assist the Resident Engineer (RE) in the performance of his tasks. He will be responsible for designing especially on cost effective, multi-hazard resistant design, design the structural elements of roads component and bridges, including detailed structural drawings and specifications. The main responsibilities of the position will include but not limited to the following:<br><br>• Inspect the site and collect the condition data for the design review and necessary changes if any;<br>• Assist the RE in preparation of technical details such as specifications |

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Hoshin Engineering Corporation KOREA

PROJECT DIRECTOR PROJECT MANAGEMENT UNIT SINDH ROADS IMPROVEMENT PROJECT WORKS & SERVICES DEPARTMENT HYDERABAD.

## Terms of Reference

| S/No | Title | Experience, Qualification & Responsibilities |
|---|---|---|
| | | and estimates;<br>• Provide details about existing structures, damages and assessment;<br>• Assist the RE and recommend approval of contractor's work program, method statements, material sources, etc;<br>• Assist the RE in preparing and issuing reports as defined subsequently;<br>• Review and recommend approval and/or issuing working drawings, approval of the setting out of the works, and instruction to the contractor;<br>• Taking measurements and keep measurement records;<br>• Maintaining records, correspondence, and diaries;<br>• Certifying work volume and recommending interim certificates for progress payments;<br>• Assist in maintaining consolidated project accounts, and preparing of financial statements and withdrawal applications for submission to the ADB;<br>• Provide feedback to the RE on the certification of completion of part or all of the works;<br>• Inspecting the works at appropriate intervals during the defects liability period and issuing the defects liability certificate;<br>• Processing the contractor's possible claims;<br>• Ensuring minimum disruption/damage to the environment by approval of contractors' work statement/methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to W&S SINDH and the ADB on the monthly progress reports;<br>• Providing the employer with complete records and reports, and recommend the contractors' as -built drawings for the works; and<br>• Assist in the compilation of a Project completion report data, providing details of Project implementation, problems encountered, and solutions adopted, and detailing and explaining any variation in Project costs and implementation schedules from the original estimates. |

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## Terms of Reference

| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| 13 | **Material Engineer** | **Experience:** | 10 years as Material Engineer on five major road projects preferably with experience of Asphalt concrete mix design in countries having similar climate and/or truck over loading problems like Pakistan |
| | | **Qualification:** | Bachelor's degree in Civil Engineering or Masters in Engineering Geology or equivalent |
| | | **Responsibilities:** | He/she will assist the RE and will be responsible for quality of materials used in construction by performing field and laboratory tests and certifying their acceptance based on recommended specifications for the material, will also identify the sources of material and query sites.<br><br>Main responsibilities of the position will include but not limited to the following:<br><br>• Stipulate Material Testing Procedures and Specifications;<br>• Identify sources of materials, quarry sites and borrow areas;<br>• Confirm the suitability and availability of material in the borrow pits and quarries for pavement;<br>• If required, identify and evaluate additional sources of materials;<br>• Undertake field and laboratory testing of the materials to determine their suitability for various components of the work;<br>• Prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries and the respective estimated quantities;<br>• Make suitable recommendations regarding making good the borrow and quarry areas after the exploitation of materials for construction of works;<br>• Be responsible for Material Testing and specification and certification of material quality;<br>• Preparation and testing of concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified during Material Investigation to conform to specification |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | applicable in Pakistan; and<br>• Preparation of JMF. |
| 14 | **Environmental Specialist** | **Experience:** | 10 years' experience as Environment Specialist supervising and monitoring environmental management plans on donor financed road projects and familiarity with the ADB's safeguard policies. Specific experience in a similar position on road projects in accordance with GoP and ADB's Environmental Guidelines will be preferred |
| | | **Qualification:** | Bachelor's degree in Environmental Engineering - preferably Masters in Environmental Sciences or equivalent. |
| | | **Responsibilities:** | He/she will be responsible for preparing Environmental screening check list and classifying sub projects that have not been yet classified, preparing and obtaining IEEs and Environmental management plans (EMP), ensuring prior clearance, monitoring, course correction, consultations, due diligence and disclosures.<br><br>Responsibilities of the Environmental Specialist will include but not limited to the following:<br><br>• Review all relevant documents, particularly the Environmental Impact Assessment study;<br>• Prepare/ update a cost effective environmental management and monitoring plan for rehabilitation of the road works, which is in line with IEE/ EMP recommendations so as to ensure minimal environmental effects both during and following the construction period;<br>• Review the site specific environmental management plan (SSEMP) for each sub-project and ensure its effective implementation;<br>• Prepare and execute required appropriate actions to mitigate any negative environmental impacts associated with construction activities in collaboration with PMU and all concerned stakeholders;<br>• Prepare a detailed reforestation plan for the Project and supervise its |

| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | implementation during construction process as required in the IEE/ EMP;<br>• Develop training materials for PMU staff to support environmental protection measures and to monitor and mitigate potential environmental impacts;<br>• Ensure that any environmental impact assessments, if required, fully comply with ADB Guidelines Safeguards Policy Statement (SPS, 2009) and ensure that all required mitigation measures are identified and acceptable. Ensure that the environmental management and monitoring plans reflecting full details regarding the estimated mitigation costs are in place through the SSEMP;<br>• Besides assisting in finalizing the biannual environmental monitoring report, he/ she will also assist the PMU in finalization of quarterly progress report, annual progress report and any specific report asked by the PMU. |
| 15 | **Drainage Engineer** | **Experience:** | 10 years' experience as Drainage Engineer on major road projects. |
| | | **Qualification:** | Bachelor in Civil Engineering, Masters in Hydraulic / Environmental Engineering. |
| | | **Responsibilities:** | • Field visits to assess site conditions<br>• He / She will be responsible to collect hydrological data of the area of road alignment.<br>• Analyze the Topography and gradients, water formation of the area. Analyze existing available cross drain in the alignment of the road structure.<br>• He /She will be responsible for Design drainage crossing structures keeping in view the past available data of floods and rains.<br>• When designing drainage systems, engineers must analyze factors such as environmental impact, aesthetics and project costs, and they must be aware of local laws governing drainage system construction.<br>• Mitigate as storm water management, sanitation or its transportation to appropriate location. |

## Terms of Reference

| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | • To provide expert technical advice in respect of drainage proposals; undertake flood risk assessments |
| 16 | **Highway Design Engineer** | **Experience:** | 10 years as Highway Design Engineer for major road projects with proven credentials in Geometric Design of Highways |
| | | **Qualification:** | M.Sc. in Civil Engineering, preferably PhD in Civil Engineering / Highway Engineering / Transportation Engineering or equivalent. |
| | | **Responsibilities:** | He/she will be responsible for Design and Design Review of Highway Design and Specifications on cost effective multi hazard resistant design.<br><br>He/she will also be responsible for designing especially in geometric design, designs for road features and road safety/traffic control features, drainage designs, rehabilitation and repair plan, traffic plans and amenities including detailed drawings and specifications. |
| 17 | **Structural Design Engineer** | **Experience:** | 10 years' experience as Designer and/or Design reviewer of Structures with proven credentials in Bridge Designing |
| | | **Qualification:** | Masters in Civil Engineering / Structural Engineering / Highway Engineering or equivalent, preferably PhD in Structural Engineering or equivalent |
| | | **Responsibilities:** | He/she will be responsible for Design and Design Review of structural elements of road components and bridges Design and Specifications on cost effective multi hazard resistant design.<br><br>He/she will be responsible for designing especially on cost effective, multi-hazard resistant design, design the structural elements of roads component and bridges, including detailed structural drawings and specifications. |
| | **Design Review Experts (International)** | | |
| 18 | **Senior Highway Design** | **Experience:** | 15 years international experience as Senior Highway Design Engineer on major road projects. |
| | | **Qualification:** | Bachelor's degree in Civil Engineering – preferably Masters in Civil |

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Korea Engineering Corporation KOREA

PROJECT DIRECTOR PROJECT MANAGEMENT UNIT SINDH ROAD ... MENT PROJECT WORKS & SERVICES DEPARTMENT HYDERABAD

## Terms of Reference

| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | **Engineer / Team Leader** | | Engineering / Highway Engineering / Transportation Engineering / Construction Management / Project Management or equivalent. |
| | | **Responsibilities:** | He/she will be responsible for Design and Design Review of Highway Design and Specifications on cost effective multi hazard resistant design.<br><br>He/she will also be responsible for designing especially in geometric design, designs for road features and road safety/traffic control features, drainage designs, rehabilitation and repair plan, traffic plans and amenities including detailed drawings and specifications |
| 19 | **Senior Structural Engineer** | **Experience:** | 12 years' international experience as Designer and/or Design reviewer of Structures with proven credentials in Bridge Designing |
| | | **Qualification:** | Masters in Civil Engineering / Structural Engineering/ Highway Engineering or equivalent, preferably PhD in Structural Engineering or equivalent |
| | | **Responsibilities:** | He/she will be responsible for Design and Design Review of structural elements of road components and bridges Design and Specifications on cost effective multi hazard resistant design.<br><br>He/she will be responsible for designing especially on cost effective, multi-hazard resistant design, design the structural elements of roads component and bridges, including detailed structural drawings and specifications.<br><br>Responsibilities of the Senior Structural Design Engineer will include, but are not limited to the following:<br>• Act as the lead consultant for design review team;<br>• Review and approve all relevant technical documents;<br>• Organize and supervise any additional investigations deemed necessary for structural aspects of road works to be included in the Project;<br>• Analyse structural design options for sustainability of road works and propose changes where required;<br>• Guide and draft relevant portions of the specifications of road works. |

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## Terms of Reference

| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| 20 | **Geotechnical Engineer** | **Experience:** | 10 years' international experience as Geotechnical and/or Geotechnical reviewer of roads/structures with proven credentials in Bridge Designing or related to foundation investigation and design of major structures and embankments |
| | | **Qualification:** | B.Sc. Civil Engineering or Geological Engineering with Master's degree in Geotech Engineering or Foundation Engineering or equivalent |
| | | **Responsibilities:** | He/she will be responsible for geotechnical investigations and subsurface explorations for road and structures, stipulate material testing procedures and specifications, identify sources of materials, quarry sites and borrow areas.<br><br>Geotechnical Engineer will review the design and if required during construction any modification and change in design, construction method, alternate technology of construction and provide oversight during the consultancy service.<br><br>Responsibilities of the Geo-tech Engineer will include but are not limited to the following:<br>• Review all relevant technical documents;<br>• Carry out (organize and oversee) comprehensive review of foundation conditions at each structure ensuring long-term integrity of the project components;<br>• Identify any remedial foundation stabilization work to be included in the work package for construction of road works;<br>• During the construction phase, investigate and evaluate any unexpected foundation conditions encountered and recommend alternative treatment as appropriate. |
| 21 | **Highway Safety Auditor** | **Experience:** | 10 years relevant experience with proven credential as safety auditor on major road projects |
| | | **Qualification:** | Bachelor degree preferably Masters in Civil Engineering / Transportation |

## Terms of Reference

| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | Engineering / Highway Engineering / Traffic Engineering and a certified safety auditor or equivalent |
| | | **Responsibilities:** | The Highway Safety Auditor is part of the services team and will be providing all necessary assistance to the construction supervision team with respect to all safety, health and environmental issues. He will review and approve the safety plans of the contractor and he will monitor the safety of the works and the safety of the traffic diversions and ensure compliance with the regulations.<br><br>Highway Safety Auditor will also identify hazardous location(s) and conditions, conduct a highway safety study, collect and analyses preliminary data, identify and collect field data, select and conduct appropriate detailed studies, evaluate study results, determine safety and operational deficiencies, identify potential safety and operational improvement and to select appropriate improvements.<br><br>He/she will be responsible to prepare the Highway Safety Report of the design. |
| | **Design Review Experts (National)** | | |
| 22 | **Highway Design Engineer** | **Experience:** | 10 years' experience as Highway Design Engineer on major road projects. |
| | | **Qualification:** | Bachelor's degree in Civil Engineering – preferably Masters in Civil Engineering / Highway Engineering / Transportation Engineering / Construction Management / Project Management or equivalent. |
| | | **Responsibilities:** | He/she will be responsible for Design and Design Review of Highway Design and Specifications on cost effective multi hazard resistant design.<br><br>He/she will also be responsible for designing especially in geometric design, designs for road features and road safety/traffic control features, drainage designs, rehabilitation and repair plan, traffic plans and amenities including detailed drawings and specifications |

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## Terms of Reference

| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| 23 | **Structural Design Engineer** | **Experience:** | 10 years' experience as Designer and/or Design reviewer of Structures with proven credentials in Bridge Designing |
| | | **Qualification:** | Masters in Civil Engineering / Structural Engineering/ Highway Engineering or equivalent, preferably PhD in Structural Engineering or equivalent |
| | | **Responsibilities:** | He/she will be responsible for Design and Design Review of structural elements of road components and bridges Design and Specifications on cost effective multi hazard resistant design.<br><br>He/she will be responsible for designing especially on cost effective, multi-hazard resistant design, design the structural elements of roads component and bridges, including detailed structural drawings and specifications.<br><br>Responsibilities of the Structural Design Engineer will include, but are not limited to the following:<br>• Act as the lead consultant for design review team;<br>• Review and approve all relevant technical documents;<br>• Organize and supervise any additional investigations deemed necessary for structural aspects of road works to be included in the Project;<br>• Analyze structural design options for sustainability of road works and propose changes where required;<br>• Guide and draft relevant portions of the specifications of road works. |
| 24 | **Drainage Engineer** | **Experience:** | 10 years' experience as Drainage Engineer on major road projects. |
| | | **Qualification:** | Bachelor in Civil Engineering, Masters in Hydraulic / Environmental Engineering. |
| | | **Responsibilities:** | • Field visits to assess site conditions<br>• He / She will be responsible to collect hydrological data of the area of road alignment.<br>• Analyze the Topography and gradients, water formation of the area. Analyze existing available cross drain in the alignment of the road structure. |

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| S/No | Title | Experience, Qualification & Responsibilities | |
|---|---|---|---|
| | | | • He /She will be responsible for Design drainage crossing structures keeping in view the past available data of floods and rains.<br>• When designing drainage systems, engineers must analyze factors such as environmental impact, aesthetics and project costs, and they must be aware of local laws governing drainage system construction.<br>• Mitigate as storm water management, sanitation or its transportation to appropriate location.<br>• To provide expert technical advice in respect of drainage proposals; undertake flood risk assessments |

**Support Technical Staffs**

| S/No | Title | Professional Experience | Estimated person-months |
|---|---|---|---|
| 1 | Surveyors [6 Positions] [2 each residency and 2 in sub Residency] | 10 Years | 180 |
| 2 | Quantity Surveyors [3 Positions] [1 each residency & 1 in sub Residency] | 10 Years | 126 |
| 3 | Site Inspector [12 positions] [4 each residency and 4 in sub Residency] | 5 Years | 360 |
| 4 | Lab. Technician [12 positions] [4 each residency and 4 in sub Residency] | 5 Years | 360 |
| 5 | Trainee Engineer [12 positions] [1 on each road package] | 1 Year | 144 |
| | | **Total** | **1,170** |

| | | | |
|---|---|---|---|
| 1 | Surveyors | Experience: | 5 years relevant experience on preferably three major road projects |
| | | Qualification: | DAE in Civil Engineering – preferably B.Sc. Civil Engineering or equivalent |
| | | Responsibilities: | The Surveyors shall carry out joint surveys with contractor's staff before commencement, assist the Resident Engineer in checking the correctness of layout drawn at site by the contractors during executing for the road construction, and maintain all documentation on survey works, record of control points and bench marks and ensure that works commences according to the working drawings approved by the Resident Engineer |
| 2 | Quantity | Experience: | 10 years relevant experience on preferably three major road projects |

## Terms of Reference

| S/No | Title | | | Professional Experience | Estimated person-months |
|---|---|---|---|---|---|
| | Surveyors | Qualification: | DAE in Civil Engineering – preferably B.Sc. Civil Engineering | | |
| | | Responsibilities: | He/she will be responsible for measurement of all type of quantities and preparation of measurement sheet in accordance with approved drawings for the purpose of preparing interim and final payment certificates.<br><br>He/she will be responsible for preparing the Bills of Quantities and the Engineer's Estimates for the individual subprojects.<br><br>The quantity surveyors shall review detailed estimates for quantities (considering designs and mass haul diagram) and project cost for the entire project (civil packages wise), including the cost of environmental and social safeguards proposed and market rate for the inputs or the local schedule of rates. The quantity surveyors will ensure correctness of documentation, IPCs and quantities during the construction and confirming the computation and processing of interim payment certificate, producing details of the final bill and total quantities consumed during the project. The quantity surveyors prepare quantitative estimates for any suggested variation with its cost impact on the project | | |
| 3 | Site Inspector | Experience: | 5 years relevant experience on preferably three major road projects | | |
| | | Qualification: | DAE in Civil Engineering – preferably B.Sc. Civil Engineering or equivalent | | |
| | | Responsibilities: | The Inspectors shall be responsible for inspection of works at site and testing the material used. Site Inspectors shall check and ensure correct fixing of steel bars as per drawings and bar bending schedule approved by the Resident Engineer. They shall also inspect the workmanship of masonry and concrete work including proper curing. Material Inspector shall perform all specified quality control tests on materials and mixes as per specifications drawn/approved by the Material and Quality control Engineer who would be assisted by the Material Inspectors in design of asphalt and | | |

## Terms of Reference

| S/No | Title | | | Professional Experience | Estimated person-months |
|---|---|---|---|---|---|
| | | | concrete mixes etc. | | |
| 4 | Laboratory Technicians | Experience: | 5 years relevant experience on preferably three major road projects | | |
| | | Qualification: | DAE in Civil Engineering – preferably B.Sc. Civil Engineering or equivalent | | |
| | | Responsibilities: | They will assist the RE and Material Engineer in performing all specified quality control tests on materials and mixes as per specifications drawn/approved by Material Engineer, all specified quality laboratory tests on materials samples and geotechnical samples as specified by the RE and assist the Inspectors in assessment of concrete mixes etc. | | |
| 5 | Trainee Engineer | Experience: | Knowledge of Road Construction Projects | | |
| | | Qualification: | B.Sc. Civil Engineering or equivalent | | |
| | | Responsibilities: | B.Sc. Civil Engineering or equivalent | | |

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## (E) Reporting & Documents Requirements

8. Reporting Requirements: The Consultant will prepare and submit to PMU five copies of each of the under mentioned reports. The format of these reports shall be mutually agreed with the PMU. One copy shall be sent directly to the Asian Development Bank together with softcopy:

a. **Inception Report:** The Consultant will submit an Inception Report at within one Month after mobilization. This will contain full detail of the consultant's supervision, & contract administration methodology and staff plan with supporting CVs of professional staff and projected monthly billing.

b. **Design Review Report.** The consultant will submit a detailed Design Review Report, under the guidance of team leader within three months, indicating any deficiencies / improvements required in the detailed design prepared by the Design consultant. The design review will ensure that the construction drawings carry all details necessary for executing the job and shall not result in claims of non BOQ items / additional associated costs.

c. **Monthly Contract Administration Reports:** The Consultant will, no later than the 10th of each month, prepare a narrative progress report summarizing:

(i) Construction progress during the month and cumulative to date for each individual contract drawing specific attention to any major causes of delay (administrative, technical or financial) with details of remedial action taken or recommended to the Employer.

(ii) A comparison of actual and forecast expenditure both during the month and cumulative to date for each individual contract, and a record of the status of payment of the Contractors' monthly invoices, of all claims for cost or time extensions, and of actions required of PMU to permit unconstrained works implementation. The Consultant will also advise on the final estimated cost for each individual contract and draw attention to any major changes in the project budget including details of remedial action taken or recommended to the Employer.

(iii) Brief on all correspondence exchanged with the contractors particularly relating to contractual clauses, with financial and time implications.

(iv) Technical appreciation of any design or quality control problems for each individual contract including details of remedial action taken or recommended to the Employer.

(v) Status of compliance with the Environmental & Resettlement Plans.

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d. **Annual Management Information Report at the end of each Financial Year:** The Consultant will prepare a comprehensive report summarizing all activities under the services at the end of each Financial Year, and also at other times when considered warranted by either the Consultant or PMU because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize not only activities of the Project Engineer/ Manager but also the progress of the Contracts including all contract variations and change orders, the status of the Contractor claims, and brief descriptions of the technical and contractual problems being encountered and other relevant information for each of the ongoing contracts.

e. **Resettlement Monitoring Reports.** A quarterly report highlighting the progress on implementation of resettlement, documenting all activities including formal & informal consultation, gender issues, socio economic aspects, child labor, drug trafficking, hygiene,& safety and other social aspects

f. **Technical Reports:** The Consultant will produce as necessary technical/ due diligence reports and position papers dealing with project matters during implementation.

g. **Interim Contract Completion Reports:** The Consultant will prepare completion report for each contract within 30 days of issuance of Taking-over Certificate/Certification of Completion. This report shall summarize the implementation and financial history of the project. The defects list provided to the contractor and all outstanding claims pending resolution.

h. **Final Project Completion Report:** The Consultant will prepare a comprehensive final Completion Report within 90 days after Issuance of the Taking Over Certificate of the last civil works contract. The Consultant will prepare a comprehensive final Completion Report for the project including each of the contracts and shall summarize the method of construction, as built record showing the location and details of all works carried out, all defects and certification of the satisfactory correction of such defects for each of the construction contracts, the construction supervision performed, and recommendations for future projects of similar nature to be undertaken by PMU.

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

a) Laying and compaction of various pavement layers
b) Operation of Asphalt and concrete Plants
c) Quarry sites and laboratory activities
d) Road after completion showing road furniture
e) Various important stages in construction of structures

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f) Any other major activity involved requiring specific mention

j. **Roughness Survey Report** .The roughness surveys will be carried out at substantial completion in coordination with WSD, before the end of the defect liability period. The consultant is required to submit his findings along with data in this report.

k. **Revised PC-1**. The Consultant shall prepare the revised PC-1 of the project, before completion of the project, if required by incorporating all changes in the scope of work and, prepare completion report (PC-IV), at the completion of the project.

9. Documents & Manuals Required. The consultants will prepare following documents to be approved by the client for efficient contract administration & construction supervision.

a. Contract Administration Manual
b. Quality Control & assurance manual
c. Laboratory Manual
d. Environmental Monitoring Checklist
e. Safeguard Monitoring Check list

## (F) Training Requirement

10. The consultants will organize seminars and workshops, arranged every 6 months on the following subjects for WSD staff, consultants and contractors with a view to introduce best international practices and standards. Expertise (trainer) within the PMC recruited staff will be arranged for the following trainings. Each training topic will have 2 sessions, and each session will cover around 30-50 trainees. The consultant shall submit CVs for approval for each trainer prior to commence training.

a. Project Management
b. Contract administration
c. Quality control and assurance.
d. Role of the engineers and Engineer's representative.
e. Preparation, monitoring & evaluation of work programs.
f. Preparation and scrutiny of Interim Payment Certificates.
g. Asphalt paving techniques.
h. Environmental & Social Issues management.
i. Field/Site visits of PMU concerned staff to inspect the road and bridge assets management in other developing or developed countries such as China, Japan, Malaysia, Singapore, UK, Australia, Germany etc.

## (G) Client's Input and Counterpart Personnel

a) Services, facilities and property to be made available to the Consultant by the Client: Design Reports, Drawings and related data for the sub-projects will be shared with the consultants.

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b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: The Client shall establish a functional Project Management Unit for support and liaison with the Consultants.

**(H) Client will provide the following inputs, project data and reports to facilitate preparation of the Proposals: N/A**

**(I) Miscellaneous**

11. Facilities: The Construction Contractor shall provide, operate and maintain the following facilities for the exclusive use of the Consultants:

a. Laboratory and Testing Equipment
b. Site Office and Residential Accommodation (adequately furnished)
c. Site Transport
d. Survey Equipment

The Consultants are encouraged to familiarize with Construction Work before submitting their proposals. Draft bidding documents and the Environment Management Plans can be inspected at PMU.

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# APPENDIX – B
## Key Experts

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HYDERABAD.

**Contract Agreement**
**Between**
**Project Management Unit, Sindh Provincial Road Improvement Project, Works and Services Department Sindh**
**And**
**M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with**
**(i) M/s Umar Munshi Associates (Sub-consultant); and**
**(ii) M/s PEAS Consulting Pvt. Ltd (Sub-consultant)**

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## APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

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**ASIAN DEVELOPMENT BANK**

**LOAN NO: 3305-PAK [SINDH PROVINCIAL ROADS IMPROVEMENT PROJECT (SPRIP)]**

**CS1: PROJECT MANAGEMENT CONSULTANT**

**APPENDIX – B [KEY EXPERTS]**

**Name of Firm: M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with (i) M/s Umar Munshi Associates; and (ii) M/s PEAS Consulting Pvt. Ltd**

| S/No | Name of Staff | Position | Nationality | Firm |
|---|---|---|---|---|
| **Key Experts (International)** | | | | |
| 1 | Mr. Kim, Jang Deuk | Chief Resident Engineer/Team Leader | Korean | Yooshin |
| 2 | Mr. Mohammad Arifur Rahman | Contract Specialist | Bangladeshi | Yooshin |
| 3 | Mr. AKM Shahidullah | Performance-Based Maintenance Specialist | Bangladeshi | Yooshin |
| 4 | Mr. Moazzem Hossain Khan | Material Engineer | Bangladeshi | Yooshin |
| 5 | MD. Mohsin Almaji | Environmental Specialist | Bangladeshi | Yooshin |
| 6 | Mr. Cho, Kang Sik | Senior Highway Design Engineer | Korean | Yooshin |
| 7 | Mr. Kim, Hyun Tae | Senior Structural Engineer | Korean | Yooshin |
| 8 | Mr. Jang Hee LEE | Geotech Engineer | Korean | Yooshin |
| 9 | Mr. PARK, Seung Rae | Highway Safety Auditor | Korean | Yooshin |
| **Key Experts (National)** | | | | |
| 1 | Mr. Manzoor Hussain Shah | Deputy Team Leader / SRE | Pakistan | UMA |
| 2 | Mr. Abdul Samad Memon | Resident Engineer-1 | Pakistan | UMA |
| 3 | Mr. Qurban Ali Mangi | Resident Engineer-2 | Pakistan | PEAS |
| 4 | Mr. Asif Khalid Solangi | Highway Engineers (ARE)-1 | Pakistan | UMA |
| 5 | Mr. Kafeel Ahmad Shaikh | Highway Engineers (ARE)-2 | Pakistan | PEAS |
| 6 | Mr. Ghulam Shabir Narejo | Highway Engineers (ARE)-3 | Pakistan | PEAS |
| 7 | Mr. Abdul Wahab Shaikh | Structural Engineers (ARE)-1 | Pakistan | UMA |
| 8 | Mr. Ali Raza Solangi | Structural Engineers (ARE)-2 | Pakistan | UMA |
| 9 | Mr. Ghulam Murtaza Bughai | Structural Engineers (ARE)-3 | Pakistan | PEAS |
| 10 | Mr. Mumtaz Ali Qureshi | Material Engineer-1 | Pakistan | UMA |
| 11 | Syed Shen Shah | Material Engineer-2 | Pakistan | UMA |
| 12 | Mr. Abdul Rehman Shaikh | Material Engineer-3 | Pakistan | PEAS |
| 13 | Syed Ashraf Wasti | Financial Analyst | Pakistan | UMA |
| 14 | Mr. Shabir Ahmed Khan | Environmental Specialist | Pakistan | UMA |
| 15 | Mr. Navid Akhtar | Highway Design Engineer | Pakistan | PEAS |
| 16 | Mr. Muhammad Zia-ur-Rehman | Structural Design Engineer | Pakistan | UMA |
| 17 | Mr. Pir Jamil Shah | Drainage Engineer | Pakistan | UMA |
| 18 | Mr. Habib-ur-Rehman Babar | Contract Specialist | Pakistan | PEAS |
| 19 | Mr. Mohammad Iqbal Akhtar Niazi | Resettlement Specialist | Pakistan | UMA |
| 20 | Mr. Saeed Mukhtar | Highway Design Engineer (Design Review) | Pakistan | UMA |
| 21 | Mr. Ishrat Alam | Structural Design Engineer (Design Review) | Pakistan | UMA |
| 22 | Syed Jawed Shah | Drainage Engineer (Design Engineer) | Pakistan | UMA |

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
SINDH ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

# APPENDIX – C
# Remuneration

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
SINDH PROVINCIAL ROAD IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

**Contract Agreement**
**Between**
**Project Management Unit, Sindh Provincial Road Improvement Project, Works and Services Department Sindh**
**And**
**M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with**
**(i) M/s Umar Munshi Associates (Sub-consultant); and**
**(ii) M/s PEAS Consulting Pvt. Ltd (Sub-consultant)**

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## APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

   {Insert the table with the remuneration rates. The table shall be based on [*Form FIN-3*] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [*Form FIN-3*] at the negotiations or state that none has been made.}

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
HYDERABAD.

ASIAN DEVELOPMENT BANK

LOAN NO: 3305-PAK [SINDH PROVINCIAL ROADS IMPROVEMENT PROJECT (SPRIP)]

CS1: PROJECT MANAGEMENT CONSULTANT

APPENDIX C – REMUNERATION COST ESTIMATES

Name of Firm: M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with (i) M/s Umar Munshi Associates; and (ii) M/s PEAS Consulting Pvt. Ltd

| S/No | Name of Staff | Position | Nationality | Firm | Currency | Person-Month Remuneration Rate (Home) / Person-Month Remuneration Rate (Field) | Time Input in Person-Month [from Tech 6 (Home)] / Time Input in Person-Month [from Tech 6 (Field)] | Foreign Component (PKR) | Local Currency (PKR) |
|---|---|---|---|---|---|---|---|---|---|
| **Key Experts (International)** | | | | | | | | | |
| 1 | Mr. Kim, Jang Deuk | Chief Resident Engineer/Team Leader | Korean | Yooshin | US$ | US$ 15,200 | 30 | US$ 456,000 | |
| 2 | Mr. Mohammad Arifur Rahman | Contract Specialist | Bangladeshi | Yooshin | US$ | US$ 6,800 | 7 | US$ 47,600 | |
| 3 | Mr. AKM Shahidullah | Performance-Based Maintenance Specialist | Bangladeshi | Yooshin | US$ | US$ 6,800 | 3 | US$ 20,400 | |
| 4 | Mr. Moazzem Hossain Khan | Material Engineer | Bangladeshi | Yooshin | US$ | US$ 6,800 | 15 | US$ 102,000 | |
| 5 | MD. Mohsin Almaji | Environmental Specialist | Bangladeshi | Yooshin | US$ | US$ 6,800 | 2 | US$ 13,600 | |
| 6 | Mr. Cho, Kang Sik | Senior Highway Design Engineer | Korean | Yooshin | US$ | US$ 12,800 | 1.5 | US$ 19,200 | |
| 7 | Mr. Kim, Hyun Tae | Senior Structural Engineer | Korean | Yooshin | US$ | US$ 12,800 | 1.5 | US$ 19,200 | |
| 8 | Mr. Jang Hee LEE | Geotech Engineer | Korean | Yooshin | US$ | US$ 12,800 | 1.5 | US$ 19,200 | |
| 9 | Mr. PARK, Seung Rae | Highway Safety Auditor | Korean | Yooshin | US$ | US$ 12,800 | 1.5 | US$ 19,200 | |
| | | | | | | Sub-Total | 63 | US$ 716,400 | |
| **Key Experts (National)** | | | | | | | | | |
| 1 | Mr. Manzoor Hussain Shah | Deputy Team Leader / SRE | Pakistan | UMA | PKR | PKR 378,000 | 45 | | PKR 17,010,000 |
| 2 | Mr. Abdul Samad Memon | Resident Engineer-1 | Pakistan | UMA | PKR | PKR 294,000 | 42 | | PKR 12,348,000 |
| 3 | Mr. Qurban Ali Mangi | Resident Engineer-2 | Pakistan | PEAS | PKR | PKR 294,000 | 42 | | PKR 12,348,000 |
| 4 | Mr. Asif Khalid Solangi | Highway Engineers (ARE)-1 | Pakistan | UMA | PKR | PKR 210,000 | 30 | | PKR 6,300,000 |
| 5 | Mr. Kafeel Ahmad Shaikh | Highway Engineers (ARE)-2 | Pakistan | PEAS | PKR | PKR 168,000 | 30 | | PKR 5,040,000 |
| 6 | Mr. Ghulam Shabir Narejo | Highway Engineers (ARE)-3 | Pakistan | PEAS | PKR | PKR 168,000 | 30 | | PKR 5,040,000 |
| 7 | Mr. Abdul Wahab Shaikh | Structural Engineers (ARE)-1 | Pakistan | UMA | PKR | PKR 210,000 | 30 | | PKR 6,300,000 |
| 8 | Mr. Ali Raza Solangi | Structural Engineers (ARE)-2 | Pakistan | UMA | PKR | PKR 168,000 | 30 | | PKR 5,040,000 |
| 9 | Mr. Ghulam Murtaza Bughai | Structural Engineers (ARE)-3 | Pakistan | PEAS | PKR | PKR 168,000 | 30 | | PKR 5,040,000 |
| 10 | Mr. Mumtaz Ali Qureshi | Material Engineer-1 | Pakistan | UMA | PKR | PKR 210,000 | 30 | | PKR 6,300,000 |
| 11 | Syed Shen Shah | Material Engineer-2 | Pakistan | UMA | PKR | PKR 168,000 | 30 | | PKR 5,040,000 |
| 12 | Mr. Abdul Rehman Shaikh | Material Engineer-3 | Pakistan | PEAS | PKR | PKR 168,000 | 30 | | PKR 5,040,000 |
| 13 | Syed Ashraf Wasti | Financial Analyst | Pakistan | UMA | PKR | PKR 336,000 | 33 | | PKR 11,088,000 |
| 14 | Mr. Shabir Ahmed Khan | Environmental Specialist | Pakistan | UMA | PKR | PKR 210,000 | 5 | | PKR 1,050,000 |
| 15 | Mr. Navid Akhtar | Highway Design Engineer | Pakistan | PEAS | PKR | PKR 210,000 | 3 | | PKR 630,000 |
| 16 | Mr. Muhammad Zia-ur-Rehman | Structural Design Engineer | Pakistan | UMA | PKR | PKR 210,000 | 3 | | PKR 630,000 |
| 17 | Mr. Pir Jamil Shah | Drainage Engineer | Pakistan | UMA | PKR | PKR 210,000 | 3 | | PKR 630,000 |
| 18 | Mr. Habib-ur-Rehman Babar | Contract Specialist | Pakistan | PEAS | PKR | PKR 336,000 | 45 | | PKR 15,120,000 |
| 19 | Mr. Mohammad Iqbal Akhtar Niazi | Resettlement Specialist | Pakistan | UMA | PKR | PKR 294,000 | 2 | | PKR 588,000 |
| 20 | Mr. Saeed Mukhtar | Highway Design Engineer (Design Review) | Pakistan | UMA | PKR | PKR 210,000 | 1.5 | | PKR 315,000 |
| 21 | Mr. Ishrat Alam | Structural Design Engineer (Design Review) | Pakistan | UMA | PKR | PKR 210,000 | 1.5 | | PKR 315,000 |
| 22 | Syed Jawed Shah | Drainage Engineer (Design Engineer) | Pakistan | UMA | PKR | PKR 210,000 | 1.5 | | PKR 315,000 |
| | | | | | | Sub-Total | 497.5 | | PKR 121,527,000 |
| **Non-Key Experts (Technical)** | | | | | | | | | |
| 1 | TBN [6 Positions] | Surveyors | Pak | | PKR | PKR 73,500 | 180 | | PKR 13,230,000 |
| 2 | TBN [3 Positions] | Quantity Surveyors | Pak | | PKR | PKR 73,500 | 126 | | PKR 9,261,000 |
| 3 | TBN [12 positions] | Site Inspector | Pak | | PKR | PKR 73,500 | 360 | | PKR 26,460,000 |
| 4 | TBN [12 positions] | Lab. Technician | Pak | | PKR | PKR 73,500 | 360 | | PKR 26,460,000 |
| 5 | TBN [12 positions] | Trainee Engineer | Pak | | PKR | PKR 73,500 | 144 | | PKR 10,584,000 |
| | | | | | | Sub-Total | 1170 | | PKR 85,995,000 |
| **Non-Key Support Staffs** | | | | | | | | | |
| 1 | TBN [7 Positions] | Secretary / Computer Operator | Pak | | PKR | PKR 73,500 | 315 | | PKR 23,152,500 |
| 2 | TBN [1 Position] | Office Assistant / Document Controller | Pak | | PKR | PKR 47,250 | 33 | | PKR 1,559,250 |
| 3 | TBN [8 positions] | Office Boy | Pak | | PKR | PKR 31,500 | 288 | | PKR 9,072,000 |
| 4 | TBN [8 positions] | Chowkidar / Guard | Pak | | PKR | PKR 31,500 | 360 | | PKR 11,340,000 |
| 5 | TBN [5 positions] | Cook | Pak | | PKR | PKR 31,500 | 210 | | PKR 6,615,000 |
| | | | | | | Sub-Total | 1206 | | PKR 51,738,750 |
| | | | | | | Grand Total | 2936.5 | US$ 716,400 | PKR 259,260,750 |
| **Indirect Local Tax Estimates** | | | | | | | | | |
| 1 | General Sales Tax (GST) @16% on Foreign and Local Component (on Remuneration only) | | | | | | | US$ 114,624 | PKR 41,481,720 |
| 2 | Stamp Duty @ 0.35% on Foreign and Local Component | | | | | | | US$ 2,507 | PKR 907,413 |
| | Total Estimates for Indirect Local Tax | | | | | | | US$ 117,131 | PKR 42,389,133 |
| | Grand Total | | | | | | | US$ 833,531 | PKR 301,649,883 |

STAMP ★ KARACHI

Yooshin Engineering Corporation • KOREA

PROJECT DIRECTOR
PROVINCIAL MANAGEMENT UNIT
SINDH ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

# APPENDIX – D

# Expenses, Provisional Sums, Contingencies, and a Provision for Indirect Local Taxes

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
SINDH ROAD IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

## APPENDIX D – OTHER EXPENSES AND PROVISIONAL SUMS

1. {Insert the table with theOther Expenses and Provisional Sums. The table shall be based on [*Form FIN-4*] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [*Form FIN-4*] at the negotiations or state that none has been made.}

2. All other expenses and provisional sums shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

STAMP OFFICE ★ KARACHI-PAK ★ GOVT. OF S

Yooshin Engineering Corporation KOREA

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
SINDH PROVINCIAL IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

ASIAN DEVELOPMENT BANK

LOAN NO: 3305-PAK [SINDH PROVINCIAL ROADS IMPROVEMENT PROJECT (SPRIP)]

CS1: PROJECT MANAGEMENT CONSULTANT

APPENDIX D – OTHER EXPENSES AND PROVISIONAL SUMS

Name of Firm: M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with (i) M/s Umar Munshi Associates; and (ii) M/s PEAS Consulting Pvt. Ltd

| S/No | Type of Expenses, Provisional Sums and Contingency | Quantity | Unit | Currency | Unit Rate | Foreign Currency (USD) Converted to (PKR) | Local Currency (PKR) |
|---|---|---|---|---|---|---|---|
| | **Reimbursable Expenses** | | | | | | |
| 1 | Per Diem Allowance (including Accomodation) | 9 | Months | US$ | US$ 3,000 | US$ 27,000 | |
| 2 | Internationa Flight (Korea - Pakistan) | 14 | RT | US$ | US$ 1,600 | US$ 22,400 | |
| 3 | Internationa Flight (Bangladesh - Pakistan) | 10 | RT | US$ | US$ 500 | US$ 5,000 | |
| 4 | Excess Baggage Charge, Miscellaneous Travel Expenses, Visa etc | 24 | RT | US$ | US$ 200 | US$ 4,800 | |
| 5 | Communication Costs (International and Locals) | 45 | Months | PKR | PKR 21,000 | | PKR 945,000 |
| 6 | Office Running Cost (Stationary, Consumables, etc) | 33 | Months | PKR | PKR 84,000 | | PKR 2,772,000 |
| 7 | Duty Travel | 1 | L/S | PKR | PKR 2,100,000 | | PKR 2,100,000 |
| 8 | Local Transportation (Durring Design Review) | 2 | Vehicle-Months | PKR | PKR 157,500 | | PKR 315,000 |
| 9 | Insurance | 1 | RT | US$ | US$ 65,475 | US$ 65,475 | |
| 10 | Report (Including Tender Documents, Specification, Drawings, Reports) in hard copies and electronic as required by the Client | 1 | L/S | PKR | PKR 2,100,000 | | PKR 2,100,000 |
| | | | | | **Sub-Total of Reimbursable Expenses** | **US$ 124,675** | **PKR 8,232,000** |
| | **Provisional Sums** | | | **US$** | | **US$ 200,000** | |
| | **Contingency** | | | **US$** | | **US$ 160,177** | |
| | **Total: Reimbursable Expenses + Provisional Sums + Contingency** | | | | | **US$ 484,852** | **PKR 8,232,000** |

ASIAN DEVELOPMENT BANK

LOAN NO: 3305-PAK [SINDH PROVINCIAL ROADS IMPROVEMENT PROJECT (SPRIP)]

CS1: PROJECT MANAGEMENT CONSULTANT

APPENDIX D – OTHER EXPENSES AND PROVISIONAL SUMS

Name of Firm: M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with (i) M/s Umar Munshi Associates; and (ii) M/s PEAS Consulting Pvt. Ltd

| S/No | Type of Expenses, Provisional Sums and Contingency | Quantity | Unit | Currency | Unit Rate | Foreign Currency (USD) Converted to (PKR) | Local Currency (PKR) |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| Indirect Local Tax Estimates | | | | | | | |
| 1 | Stamp Duty @ 0.35% on Foreign and Local Component | | | | | US$ 1,697 | PKR 28,812 |
| | Total Estimates for Indirect Local Tax | | | | | US$ 1,697 | PKR 28,812 |
| | Grand Total | | | | | US$ 486,549 | PKR 8,260,812 |

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HYDERABAD.

# APPENDIX – E

## Form of Advance Payment Guarantee (when the advance exceeds 10%, otherwise optional)

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
SINDH ROAD IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

## APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

*[See Clause GCC 45.1 (a) and SCC 45.1 (a)]*

{Guarantor letterhead or SWIFT identifier code}

**Bank Guarantee for Advance Payment**

**Guarantor:** _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** _____ *[name and address of Client]*

**Date:** _____ *[insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** _____ *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has filed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

PROJECT DIRECTOR
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SINDH PROVINCIAL ROAD IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

their account number _____ at _____ *[name and address of bank].*

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _____ *[month]*, _____ *[year]*,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

_____
*[signature(s)]*

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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WORKS & SERVICES DEPARTMENT
HYDERABAD.

# ATTACHMENT – 3

# Updated Consultant Recruitment Activities Monitoring (CRAM) Sheet

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
SINDH ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

## Consultant Recruitment Activity Monitoring (CRAM)

| | | | |
|---|---|---|---|
| Loan No.: | Loan 3305-PAK: Sindh Provincial Road Improvement Project (SPRIP) | | |
| Package: | Project Management Consultant (PMC) for Sindh Provincial Road Improvement Project (SPRIP) - (CS1) | | |
| Executing Agency (EA): | Works and Services Department, Government of Sindh, Islamic Republic of Pakistan | Contract Budget (USD): | US$ 4.365 (M) |
| EA Contact Person: | Mr. Shafquat Hussain Mughal, Project Director, PMU, SPRIP, Works and Services | Selection Method: | QCBS (90:10) |
| Project Unit (PU)/Dept.: | CWRD/CWTC | Technical Proposal: | Full |
| Project Officer: | Mr. Cesar M. San Miguel | Financing: | |
| Project Assistant: | Carmelina Tabernilla | | |
| OSFMD Specialist: | Ahmadou Barry | | |
| OSFMD Review of Sub. 1 & 2: | No | Last edited | |
| Date of Submission "0" to ADB | 6-Oct-15 | | |

| | Activity | Responsibility | NOR | Planned | | Actual | | | Deviation | | Explanation and Action |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Cal Days | Dates | Cum Days | Achieved Date | Days | Cum. Days | Days | Cum. Days | |
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | [7-3] | [8-5] | |
| 1 | Approval of "0" Submission | PU | 51 | 26-Nov-15 | 51 | | | | | | |
| 2 | EOI publication in News paper and ADB web site | EA | 5 | 1-Dec-15 | 56 | | | | | | |
| 3 | Receipt of EOI | EA | 30 | 31-Dec-15 | 86 | | | | | | |
| 4 | CSC Meeting | EA | 8 | 8-Jan-16 | 94 | | | | | | |
| 5 | Final Shortlisting | EA | 70 | 18-Mar-16 | 164 | | | | | | |
| 6 | Shortlisting submission to ADB (Submission 1) | EA | 39 | 26-Apr-16 | 203 | | | | | | |
| 7 | ADB approval to Submission 1 | PU | 3 | 29-Apr-16 | 206 | | | | | | |
| 8 | Issue RFP to short listed Firms | EA | 14 | 13-May-16 | 220 | | | | | | |
| 9 | Deadline for Receipt to Proposal (Technical & Financial) | EA | 45 | 27-Jun-16 | 265 | | | | | | |
| 10 | Evaluation of Technical Proposals and Submission-2 to ADB | EA | 36 | 2-Aug-16 | 301 | | | | | | |
| 11 | ADB's Concurrence of Submission-2 | PU | 16 | 18-Aug-16 | 317 | | | | | | |
| 12 | Opening of Financial Proposals | EA | 8 | 26-Aug-16 | 325 | | | | | | |
| 13 | Combined Evaluation and Submission-3 to ADB | EA | 12 | 7-Sep-16 | 337 | | | | | | |
| 14 | ADB's Concurrence of Submission-3 | PU | 14 | 21-Sep-16 | 351 | | | | | | |
| 15 | Notification for Contract Negotiations | EA | 9 | 30-Sep-16 | 360 | | | | | | |
| 20 | Commencement of contract negotiation | EA | 5 | 5-Oct-16 | 365 | | | | | | |
| 21 | Completion of contract negotiation | EA | 2 | 7-Oct-16 | 367 | | | | | | |
| 16 | Submit Minutes of Negotiations & Draft Contract (Submission-4) to ADB | EA | 3 | 10-Oct-16 | 370 | | | | | | |
| 17 | ADB's Concurrence of Contract | PU | 14 | 24-Oct-16 | 384 | | | | | | |
| 18 | FBR Clearance, Approval & Signing of Contract | EA | 14 | 7-Nov-16 | 398 | | | | | | |
| 27 | EA issuing Notice to Proceed (NTP) | EA | 7 | 14-Nov-16 | 405 | | | | | | |
| 28 | Consultant's mobilization | EA | 30 | 14-Dec-16 | 435 | | | | | | |
| | Total number of calendar days | | 435 | 14-Dec-16 | 435 | | | | | | |

a. Activity NORMS [column 3] are based on calendar days
b. The base date for planning and monitoring is the date of subission of Submission 0
c. PLANNED dates & cumulative days [columns 4 & 5] are derived from the NORMS & are computed as calendar days
d. ACTUAL achieved dates [column 6] are inputted by the responsible Project Officer from the concerned Project Unit (PU)
e. DEVIATIONS are computed in calendar days and cumulative calendar days [columns 9 and 10]

PROJECT DIRECTOR
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# ATTACHMENT – 4
## Supporting Documents

PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT
SINDH ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD.

## ASIAN DEVELOPMENT BANK

## PERSONNEL EVALUATION SHEET – COMPARISON OF EXPERTS CVs

**Name of Firm: M/s Yooshin Engineering Corporation – [Korea] – (Lead Firm), in association with (i) M/s Umar Munshi Associates; and (ii) M/s PEAS Consulting Pvt. Ltd**

| | Key Experts (National) | Name of Originally Proposed Candidate | Name of Proposed Replacement Candidate | Score of Proposed Replacement Experts | | | | | | | Score of Originally Proposed Experts | | | | | | | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | A | | B | | C | | TOTAL SCORE (A+B+C) | A | | B | | C | | TOTAL SCORE (A+B+C) | |
| | | | | General Qualifications | | Project-Related Experience | | Experience w/Intl. Org. | | | General Qualifications | | Project-Related Experience | | Experience w/Intl. Org. | | | |
| | | | | 15% | | 70% | | 15% | | | 15% | | 70% | | 15% | | | |
| | | | | Rating | Score | Rating | Score | Rating | Score | Score | Rating | Score | Rating | Score | Rating | Score | Score | |
| a. | Deputy Team Leader / SRE | Engr. Nazimuddin Qureshi | Mr. Manzoor Hussain Shah | 90 | 13.5 | 100 | 70 | 0 | 0 | 84 | 80 | 12 | 100 | 70 | 0 | 0 | 82 | Better |
| b. | Resident Engineer-1 | Mr. Muhammad Zahid Khan | Mr. Abdul Samad Memon | 80 | 12 | 100 | 70 | 80 | 12 | 94 | 80 | 12 | 90 | 63 | 80 | 12 | 87 | Better |
| e. | Highway Engineers (ARE)-2 | Mr. Ghulam Mustafa | Mr. Kafeel Ahmad Shaikh | 80 | 12 | 100 | 70 | 0 | 0 | 82 | 80 | 12 | 80 | 56 | 0 | 0 | 68 | Better |
| f. | Highway Engineers (ARE)-3 | Mr. Noman Bukhari | Mr. Ghulam Shabir Narejo | 80 | 12 | 100 | 70 | 0 | 0 | 82 | 80 | 12 | 100 | 70 | 80 | 0 | 82 | Equivalent |
| j. | Material Engineer-1 | Syed Mueen Arif | Mr. Mumtaz Ali Qureshi | 90 | 13.5 | 100 | 70 | 100 | 15 | 99 | 90 | 13.5 | 100 | 70 | 100 | 15 | 99 | Equivalent |

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

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