

## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSALS**

**RFP No. 215/26**

#### **Selection of Consulting Services**

**PROCUREMENT OF ENGINEERING CONSULTANCY SERVICES FOR RURAL ELECTRIFICATION PROGRAM (REP), SYSTEM AUGMENTATION PROGRAM (SAP), LTP ABC CABLE AND DEPOSIT WORKS**

**Procuring Agency: Multan Electric Power Company Multan**

**Project or Procurement: AS ABOVE**

**March 2026**

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MULTAN ELECTRIC POWER COMPANY



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**PART I**  
**Request for Proposal**

**Multan Electric Power Company**



**Proposal No: 215/26**

**for**

1. APPOINTMENT OF CONSULTANTS FOR VILLAGE ELECTRIFICATION, HT FEEDER, LT PROPOSAL, LTP ABC CABLES & DEPOSIT WORKS

Opening Date: 06.04.2026

2. MEPCO now invites proposals to provide the following consulting services: Engineering Consultancy Services for Rural Electrification Program (RFP), System Augmentation Program (SAP), LTP ABC Cable. More details on the services are provided in the Terms of Reference.
2. This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.
3. A firm will be selected under **SINGLE STAGE TWO ENVELOPE** and procedures described in this RFP.
4. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal (STP) - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 – Eligible Countries
  - Section 6 - Terms of Reference
  - Section 7 – Special Conditions for Bidding
5. Please submit your proposal on **EPADS** at (**www.eprocure.gov.pk**).

Yours sincerely,

*Director Procurement Distribution MEPCO*

## SECTION I: LETTER OF INVITATION

### APPOINTMENT OF CONSULTANTS FOR VILLAGE ELECTRIFICATION, HT FEEDER, LT PROPOSAL, LTP ABC CABLES & DEPOSIT WORKS

1. MEPCO invites Proposals for pre-qualification of consultants for providing consultancy services for System Augmentation Program SAP/ELR/DOP/ABC Cable, Deposit Works and Rural Electrification.
2. Following are the major components of the said project
  - i. Technical and Financial review and vetting of estimates prepared by the Client.
  - ii. Control of issuance of material to the Line Superintendent / Contractors as per estimates.
  - iii. Verification of material installed/dismantled as per scope of work at site and preparation of reconciliation statements.
  - iv. Monitoring of quality of construction works with reference to the specifications and standards lay down by the Client.
  - v. Submission of Monthly progress (i.e current month + progressive) work wise inventory issued and Completion report (A-90).
  - vi. Assistance to be provided to the Client in the acceptance of the completed projects
  - vii. Preparation of Completion Report (A-90) as given below contents.
    - Completion Report (Form A-90)
    - Inventory Report (Form C)
    - Form D-1 (Zero balance statement)
    - Site sketch of work done with measurement of length of lines in Kilometers.
    - Copies of Store Requisitions (SR's) and Material Return Note (MRN's).
    - Coy of Electrical Measuring Book.
    - Copy of Estimate
    - Valuation report of material drawn (quantity & amount).
3. Interested firms or voluntarily formed Joint Ventures of Local Firms must be registered with Pakistan Engineering Council having experience in the relevant field.
4. The firm must be registered with FBR.
5. Bidding document containing, detailed terms & condition, method of procurement, procedure of submission of bids, bid security, evaluation criteria etc are available for the registered bidders on **EPADS** at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)). All rights reserved for cancellation of all, or part thereof of the bid by the competent authority.
6. The interested bidders may submit the E-bids on EPADS under caption “RFP- Provision of Consultancy Services for System Augmentation Program SAP-ELR/DOP, ABC Cable, Deposit Works and Rural Electrification Project. The last date of submission of Proposals is up to **06-04-2026 10:30 AM to** during office hours and opened at **11:00 AM same date after 30 minutes of the closing time of bids (10:30 AM) as per PPRA Rules.**

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7. Technical Proposals will be opened publicly at under mentioned address on the last date of submission at **11:00 hours** in the presence of Consultant's representatives, who may choose to attend. For opening of Financial Proposals, the date, time and venue will be communicated accordingly.

**Office of**  
**Director (Proc.) Distribution,**  
**MEPCO Complex**  
**Khanewal Road,**  
**Multan.**

## Section II. Instructions to Consultants

### A. General Provisions

<b>1. Definitions</b>	<p>1.1 Definition</p> <ul style="list-style-type: none"><li>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</li><li>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</li><li>c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.</li><li>d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</li><li>e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</li><li>f) “Day” means a calendar day.</li><li>g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</li><li>h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.</li></ul>
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	<p>i) “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 CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.</p> <p>l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.</p> <p>o) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>p) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.</p> <p>q) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.</p> <p>r) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective</p>
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	<p>responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.</p>
<p><b>2. Introduction</b></p>	<p>2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
<p><b>3. Conflict of Interest</b></p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<p><b>a. Conflicting activities</b></p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services</p>

	resulting from or directly related to the consulting services for such preparation or implementation.
<b>b. Conflicting assignments</b>	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.
<b>c. Conflicting relationships</b>	(iii) <u>Relationship with the Procuring Agency's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.
<b>4. Unfair Competitive Advantage</b>	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
<b>5. Corrupt and Fraudulent Practices</b>	5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6. 5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
<b>6.</b>	6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents

	<p>(declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<b>a. Sanctions</b>	6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b> .
<b>b. Prohibitions</b>	6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries).
<b>c. Restrictions for public employees</b>	<p>6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p> <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</p> <p>(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant’s Proposal.; and</p> <p>(iii) their hiring would not create a conflict of interest.</p>
<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

<p><b>8. Cost of Preparation of Proposal</b></p>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<p><b>9. Language</b></p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.</p>
<p><b>10. Documents Comprising the Proposal</b></p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>If specified in the <b>Data Sheet</b>, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.</p>
<p><b>11. Only One Proposal</b></p>	<p>11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> and subject to regulatory instructions, if any.</p>
<p><b>12. Proposal Validity</b></p>	<p>12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected</p>

	for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.
<b>a. Extension of Validity Period</b>	<p>12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<b>b. Substitution of Key Experts at Validity Extension</b>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p>
<b>c. Sub-Contracting</b>	12.9 The Consultant shall not subcontract the whole of the Services.
	12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.

	12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.
	12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.
	12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security.
	12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration: <ul style="list-style-type: none"> <li>(a) if the Consultant withdraws its Proposal, except as provided in <b>ITC 12.6</b> or</li> <li>(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) sign the contract, or</li> <li>(ii) furnish the required performance security</li> </ul> </li> </ul>
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the <b>Data Sheet</b>. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> <li>i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</li> <li>ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</li> </ul> <p>13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified</p>

	<p>Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p><b>14.Preparation of Proposals – Specific Considerations</b></p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> <li>i. The Procuring Agency may indicate in the <b>Data Sheet</b> the estimated Key Experts’ time input (expressed in person-month) or the Procuring Agency’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</li> <li>ii. If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</li> <li>iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</li> </ul>
<p><b>15.Technical Proposal Format and Content</b></p>	<p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.</p>
<p><b>16.Financial Proposal</b></p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Data Sheet</b>.</p>
<p><b>a. Taxes</b></p>	<p>16.2The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency’s country is provided in the Data Sheet.</p>
<p><b>b. Currency of Proposal</b></p>	<p>16.3The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated</p>

	in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
<b>c. Currency of Payment</b>	16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## **C. Submission, Opening and Evaluation**

<b>17. Submission, Sealing, and Marking of Proposals</b>	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p style="padding-left: 40px;">17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "<b>TECHNICAL PROPOSAL</b>", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]</b>."</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "<b>FINANCIAL PROPOSAL</b>" followed by the name of the assignment, reference number, name</p>
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<p><b>Withdrawal of bids</b></p>	<p>and address of the Consultant, and with a warning “<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>”</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “<b>DO NOT OPEN BEFORE</b> [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the <b>Data Sheet</b> and received by the Procuring Agency no later than the deadline indicated in the <b>Data Sheet</b>, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.</p> <p>17.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal.</p> <p>17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.</p> <p>17.12 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p>
<p><b>18. Confidentiality</b></p>	<p>18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.</p>

	<p>18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.</p>
<p><b>19. Opening of Proposal (Technical Proposals)</b></p>	<p>19.1 The Procuring Agency will open all Proposal, in public, in the presence of Consultant' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the <b>BDS</b>. The Consultant' representatives present shall sign a register as proof of their attendance.</p> <p>19.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>19.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>19.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will</p>

	<p>remain unopened till the prescribed financial Proposal opening date.</p> <p>19.5 The Procuring Agency’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the <b>Data Sheet</b>). The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.6 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the <b>Data Sheet</b>.</p>
<p><b>20.Proposals Evaluation</b></p>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
<p><b>21.Evaluation of Technical Proposals</b></p>	<p>21.1 The Procuring Agency’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b>.</p>
<p><b>22.Financial Proposals for QBS</b></p>	<p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency’s evaluation committee. All other Financial Proposals are returned unopened after the Contract</p>

	negotiations are successfully concluded and the Contract is signed.
<b>23.Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b>	<p>23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Data Sheet</b>) is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.</p>
<b>24.Correction of Errors</b>	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
<b>a. Time-Based Contracts</b>	24.1.1 If a Time-Based contract form is included in the RFP, the Procuring Agency's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in

	the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
<b>25. Taxes</b>	25.1 The Procuring Agency’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the in accordance with the instructions in the <b>Data Sheet</b> .
<b>26. Conversion to Single Currency</b>	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b> .
<b>27. Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>b. Fixed-Budget Selection (FBS)</b>	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.  27.3 The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
<b>Least-Cost Selection</b>	27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
<b>D. Negotiations and Award</b>	
<b>28. Negotiations</b>	28.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.  28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant’s authorized representative.
<b>a. Availability of Key Experts</b>	28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC.

	<p>Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<b>b. Technical negotiations</b>	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
<b>c. Financial Negotiations</b>	28.6 There shall be no financial negotiations, however, it may include only the clarification of the Consultant's tax liability and how it should be reflected in the Contract.
<b>29. Conclusion of Negotiations</b>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.</p>
<b>30. Award of Contract</b>	30. Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been

	<p>determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be:</p> <p>a) eligible in accordance with the provisions of ITC 6;</p> <p>b) is determined to be qualified to perform the Contract satisfactorily; and</p> <p>c) Successful negotiations have been concluded, if any.</p>
<p><b>31. Grievance Redressal Mechanism</b></p>	<p>31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.</p> <p>31.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.</p> <p>31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:</p> <p>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p> <p>31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.</p>

	<p>31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>
<p><b>32.Mechanism of Blacklisting</b></p>	<p>32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and</li> </ul> <p>Fails to</p> <ul style="list-style-type: none"> <li>iii. abide by the id securing declaration;</li> </ul> <p>32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for</p>

	<p>debaring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <p>32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> <p>32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> <p>32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.</p> <p>32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.</p> <p>32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debaring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p>
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## Section III. Proposal Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>2.1</b>	<p><b>Name of the Procuring Agency:</b> <u>MEPCO</u></p> <p><b>Method of selection:</b> QCBS (Quality and cost Based Selection) in accordance with PPRA Rule 2004 and PPRA Procurement of Consultancy Services Regulations 2010.</p> <p><b>Technical Weightage = 80%</b> <b>Financial Weightage = 20%</b></p>
<b>2.2</b>	<p>The name of the assignment is: <b><u>Consultant Services for SAP (ELR/DOP/ABC Cable), Deposit Works, and Rural Electrification Project (RFP)</u></b></p> <p>Financial Proposal is also to be submitted along with Technical Proposal on EPADS in the relevant Bid Section (as per the Single Stage Two Envelop Bidding Procedure)</p>
<b>2.3</b>	<p>A pre-proposal meeting shall be held as per following schedule: N/A</p> <p><b>Address:</b> Office of Chief Supply Chain Management officer MEPCO Complex Khanewal Road, Multan E-mail: <a href="mailto:dpdmepco@gmail.com">dpdmepco@gmail.com</a> Contact person/conference coordinator: <u>061-9220279</u></p>
<b>2.4</b>	<p>The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>Necessary Documents for execution of assignments as available to the client.</u></p>
<b>4.1</b>	N/A
<b>6.3.1</b>	<p>A list of debarred firms and individuals is available at the PPRA website: <a href="https://ppra.org.pk/">https://ppra.org.pk/</a></p>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p>The language of the Bid is <i>English</i></p>

	<p>All correspondence shall be in English</p> <p>The language for translation of supporting documents and printed literature is <i>English</i>.</p>						
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For SIMPLIFIED TECHNICAL PROPOSAL (FTP):</u></b>  <b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <p>(1) Appendix-A  (2) Appendix-B  (3) Appendix-C  (4) Appendix-D  (5) Appendix-E  (6) Appendix-F  (7) Appendix-G  (8) Appendix-H  (9) Appendix-I  (10) Appendix-J</p> <p><b>Financial Proposal (if applicable):</b></p> <p>(1) FIN-1: Financial Proposal Submission Form</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">Estimated Salary Cost/Remunerations of Consultant</td> <td style="text-align: right;">Form 1</td> </tr> <tr> <td style="text-align: right;">Estimated Direct/Non-Salary Costs of Consultant</td> <td style="text-align: right;">Form 2</td> </tr> <tr> <td style="text-align: right;">Summary of Consultancy Cost</td> <td style="text-align: right;">Form 3</td> </tr> </table> <p>(2) FIN-2: Summary of Costs</p>	Estimated Salary Cost/Remunerations of Consultant	Form 1	Estimated Direct/Non-Salary Costs of Consultant	Form 2	Summary of Consultancy Cost	Form 3
Estimated Salary Cost/Remunerations of Consultant	Form 1						
Estimated Direct/Non-Salary Costs of Consultant	Form 2						
Summary of Consultancy Cost	Form 3						
<b>10.2</b>	<p><b>Statement of Undertaking is required</b></p> <p><b>YES</b></p>						
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p style="text-align: center;"><b><u>NO</u></b></p>						
<b>12.1</b>	<p><b>Proposals shall be valid for 120 days after the submission date.</b></p>						
<b>13.1</b>	<p><b>Clarifications may be requested no later than 07 days prior to the submission deadline.</b></p> <p>The consultants are requested to submit written queries on the content of these documents if they wish. A written addendum can be issued subsequently, to all.</p>						
<b>14.1.2</b>	N/A						

(do not use for Fixed Budget method)	
<b>14.1.3</b> for time-based contracts only	N/A
<b>14.1.4 and 27.2</b> use for Fixed Budget method	N/A
<b>15.2</b>	The format of the Technical Proposal to be submitted is: FTP  Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
<b>16.1</b>	N/A
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates:</b>  No
<b>16.3</b>	N/A
<b>16.4</b>	<b>The Financial Proposal should state local costs in the Procuring Agency's country currency (local currency (PKR)):</b> Yes
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<b>Consultants shall submit their proposals electronically.</b>  <i>The electronic bid shall be submitted on EPADS. <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a></i>
<b>17.4</b>	<b>The Consultant must submit:</b> (a) <b>Technical Proposal-</b> through EPADS under the <i>Technical Bid</i> section. (b) <b>Financial Proposal-</b> through EPADS under the <i>Technical Bid</i> section.
<b>17.7 and 17.9</b>	<b>The Proposals must be submitted no later than:</b> <b>Date:</b> 06.04.2026

	<p><b>Time:</b> 1030 HRS</p> <p><b>The Proposal submission address:</b> <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a></p>
<b>19.4</b>	<p><b>An online option of the opening of the Technical Proposals is offered:</b> Yes</p> <p><i>The online opening procedure shall be: through EPADS</i></p> <p><b>The opening shall take place at:</b> same as the Proposal submission address</p> <p><b>Date:</b> same as the submission deadline indicated in 17.7. <b>Time:</b> 1030 HRS</p>
<b>19.5</b>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals</b></p> <p>Name of Participated bidders &amp; information of required Bid Guarantees will be read aloud</p>
<b>21.1</b> (for FTP)	<p><b>Sample Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals (if not already prequalified):</b></p> <p style="text-align: center;">N/A</p>
<b>21.1</b> (for STP)	<p><b>Sample Criteria, sub-criteria, and point system for the evaluation of the simplified Technical Proposals:</b></p> <p>The evaluation of technical proposal shall be based on the following criteria: Detail is mentioned at <b>EXHIBIT-I (Criteria for Evaluation of Technical Proposal)</b></p> <p>(i) <b>Adequacy and quality of the proposed methodology, work plan, management approach etc. in responding to the Terms of Reference (TORs):</b> <i>{Notes to Consultant: the Procuring Agency will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(ii) <b>Key Experts' qualifications and competence for the Assignment:</b> <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p>

<b>Contract Completion Period</b>	<p>The primary objective of this consultancy engagement is to <u>Consultant Services for SAP (ELR/DOP/ABC Cable), Deposit Works, and Rural Electrification Project (RFP).</u></p> <p><b><u>The Period of Contract between Client &amp; Consultant is 2 Years from the date of commencement of consultancy services and further be extended for further One year.</u></b></p>
<b>23.1</b>	<p><b>An online option of the opening of the Financial Proposals is offered: Yes</b></p> <p><b>The online opening procedure shall be: <i>on EPADS</i></b></p>
<b>25.1</b>	<p>For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Agency on behalf of the Consultant.</p>
<b>26.1</b>	<p style="text-align: center;">N/A</p>
<b>27.1 (QCBS only)</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula]</i></p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 80%, and</b>  <b>P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
<b>D. Negotiations and Award</b>	
<b>28.1</b>	<p><b>Expected date and address for contract negotiations:</b> <i>As Per Requirement</i></p>

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<b>30.1</b>	<b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: <i>PPRA Website</i></b>  The publication will be done within <i>07 days after the contract signing</i> .
<b>30.2</b>	<b>Expected date for the commencement of the Services:</b>  The Expected date of starting of Consultancy Service is based on the finalization of the Contract between Consultant and the Client.

## **Criteria for Evaluation of Technical Proposals**

### **EXHIBIT-I**



## EXHIBIT-I

### 1. FACTORS FOR EVALUATION OF CONSULTANT' TECHNICAL PROPOSAL:

(Total 1000 Marks)

Sr. No.	Description	Max. Weight
<b>I</b>	<b>QUALIFICATION OF PROPOSER:</b>	
	a. Experience of Company Relating to Power Projects	100
	b. Experience of Specific Projects (SAP, REP & Deposit Works)	200
	<b>Sub-Total (I)</b>	<b>300</b>
<b>II</b>	<b>APPROACH AND METHODOLOGY:</b>	
	a. Quality of Methodology	30
	b. Work Program	20
	c. Man-Month Deployment	30
	d. Proposal Presentation	20
	<b>Sub Total (II)</b>	<b>100</b>
<b>III</b>	<b>PERSONNEL</b>	<b>600</b>
<b>IV</b>	<b>Total (I+II+III)</b>	<b>1000</b>

### 2. INDICATIVE QUALIFICATION AND EXPERIENCE REQUIREMENTS OF THE KEY PERSONNEL:

Designation	Minimum qualification Required	Overall Experience Required
Chief Project Manager	B.Sc Electrical Engineering	20 Years
Project Coordinator	B.Sc Electrical Engineering	15 Years
Construction Manager	B.Sc Electrical Engineering	10 Years
Site Engineer / Inspector	B.Sc Electrical Engg. / Diploma in Electrical	2 Years for B.Sc. Engineering & 5 years for Diploma

**Additional qualification will be an added advantage.**

### 3. EVALUATION CRITERIA FOR PERSONNEL

**Note:** For personnel detailed CVs need to be submitted whereas for the other professional personnel only qualifications and experience be provided. The technical proposals would be evaluated on the basis of personnel qualifications, experience and extent of availability for this assignment.

<b>A.</b>	<b>Personnel</b>	<b>Max. Weight</b>
<b>1</b>	<b>Chief Project Manager / Team Leader</b>	<b>(1x100)=100</b>
<b>2</b>	<b>Project Coordinator / Dy. Team Leader</b>	<b>(1x80)=80</b>
<b>3</b>	<b>Construction Managers 2 No.</b>	<b>(2x60)=120</b>
<b>16</b>	<b>Site Engineer / Inspector 12 No.</b>	<b>(12x25)=300</b>
	<b>Total</b>	<b>600</b>

- Weight age assignable to Academic and General Qualifications is as follows:

<b>Field of Experts</b>	<b>Weight age for Academic / General Qualification</b>
Chief Project Manager / Team Leader	25 Percent
Project Coordinator / Dy. Team Leader	25 Percent
Construction Manager	25 Percent
Site Engineer / Inspector	25 Percent

- The total weightage of 20-30 percent assigned to the sub-head Academic and General Qualifications is then further sub-divided into the elements which are relevant to the position / assignment which for the Chiefs of Design, Construction and the Team Leader for an engineering projects is as follows.

<b>Academic/General Qualification</b>	<b>Team Leader/ Chief Project Manager</b>	<b>Project Coordinator</b>	<b>Construction Manager</b>	<b>Inventory Control Manager</b>	<b>Site Engineer /Inspector or</b>
Electrical Diploma	-	-	-	-	<b>100</b>
B.Sc Engg(Electrical)	100	100	100	100	
<b>Total for Academic/ General Qualification</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>

### Percent Weightage

Description	Team Leader / Chief Project Manager	Project Coordinator	Construction Manager	Site Engineer / Inspector
Experience in Lead Position	35	30	15	-
Experience on Similar Projects in Senior Position	30	35	40	30
Experience on Similar Projects in Junior Position	25	25	25	50
General Useful Experience	10	10	20	20
<b>Total for Experience Related to Project</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>

Overall:

<u>Elements</u>	<u>Percentage Points</u>
i) Academic and General Qualifications	25
ii) Professional experience related to the project	65
iii) Knowledge of Languages	5
iv) Status with the firm	5
<b>Total Points</b>	<b>100</b>



## Section IV. Technical Proposal – Standard Forms

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

### CHECKLIST OF REQUIRED FORMS

Required for FTP	FORM	DESCRIPTION	<i>Page Limit</i>
√	<i>Appendix-A</i>	<i>Technical Proposal Submission Form.</i>	
√	<i>Appendix-B</i>	<i>Firm's Reference</i>	
√	<i>Appendix-C</i>	<i>Present Staff Deployment</i>	
√	<i>Appendix-D</i>	<i>Description of Approach, Methodology Proposed For Performing the Assignments as Consultant</i>	
√	<i>Appendix-E</i>	<i>Work Plan for Performing the Assignment</i>	
	<i>Appendix-F</i>	<i>Bar Chart Form</i>	
	<i>Appendix-G</i>	<i>Composition of the Personnel and the Tasks to be assigned</i>	
√	<i>Appendix-H</i>	<i>Curriculum Vitae (CV) for Proposed Professional Staff</i>	
√	<i>Appendix-I</i>	<i>Completion and Submission of Reports</i>	
√	<i>Appendix-J</i>	<i>Comments/Suggestion of Consultant</i>	

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



**Form TECH-1**

**Technical Proposal Submission Form**

## FORMAT FOR TECHNICAL PROPOSAL

1. Technical proposal will be in English language and submitted with Form sample at **Appendix-A** to this **Annexure**. It will demonstrate knowledge of the Consultant regarding services requirements and understanding of the tasks set forth in **Terms of Reference (TOR)** for Consultant (**Annex-2**).
2. The proposal should be based on the following format:
  - i. Background and experience of the firm (s) / joint venture associated for the purpose of providing the services for this assignment, including any overseas work experience. A list of past and present references covering major assignments of similar nature carried out, or being carried out by the firm(s) / JV, if any, as per sample at **Appendix-B** to this **Annexure**.
  - ii. Information on the staff deployment on the existing assignments by the firm/JV at the time of submitting this proposal as per sample **Appendix-C** to this **Annexure**.
  - iii. General approach and methodology proposed for carrying out the services including such detailed information as deemed relevant (sample form at **Appendix-D** to this **Annexure**).
  - iv. Supportive illustrations by way of:
    - a) Implementation work plan/schedule of principal activities indicating those on the critical path (sample at **Appendix-E** to this **Annexure**).
    - b) A bar-chart manning schedule indicating the estimated duration (separately in the Head Office and in the field) as per sample **Appendix-F** to this **Annexure**.
    - c) Composition of team personnel and the tasks to be assigned (sample at **Appendix-G** to this **Annexure**).
  - v. Name, age, background, employment records and detailed professional experience of the personnel to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project (sample of CV at **Appendix-H** to this **Annexure**).
  - vi. A schedule on completion and submission of reports (sample format **Appendix-I** to this **Annexure**).
  - vii. Comments, if any, regarding the **Terms of Reference (TOR)** etc. to improve performance in carrying out the assignment (sample at **Appendix-J** to this **Annexure**).

- 
- viii. Proposed / association arrangement, in accordance with requirements of the Pakistan Engineering Council Act, supported with:
    - a) An organization chart along with details of firms / joint venture arrangements to show equitable and effective participation of the members and regional representation, if any.
    - b) A chart showing total staff broken up for committed on other projects and allotted to this assignment.
  - ix. Status of registration with Pakistan Engineering Council (a statutory requirement of the Government of Pakistan).

**TECHNICAL PROPOSAL SUBMISSION FORM**

**[Location, Date]**

To,

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**SUBJECT: CONSULTANCY SERVICES OF SYSTEM AUGMENTATION PROGRAM  
(SAP-ELR/DOP/ABC CABLE), DEPOSIT WORKS AND RURAL  
ELECTRIFICATION PROJECT (REP)**

Sir,

We, the undersigned, offer to provide the services as Consultant in accordance with your Request for Proposal dated [date] and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelope.

If negotiations are held during the period of validity of the proposal, i.e before [date] we undertake to negotiate on the basis of the proposed personnel. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours Sincerely,

Authorized Signature  
Name and Title of Signatory:  
Name of Firm:  
Address:

**FIRM'S REFERENCE**

**(Relevant Services Carried out in Last Ten Years) Which Best Illustrate Qualifications/Experience**

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

Assignment Name:		Country:
Location within Country:		Professional Personnel Provided by Your Firm:
Name of Client:		No. of Personnel
Address:		No. of Personnel Months
Start Date (Month/Year)	Completion Date (Month/Year)	Approximate Value of Services (in Current US\$/Rs.).
Name of Associated Firm(s), if any:		No. of Months of Professional Personnel provided by Associated Firms(s):
Name of Senior Personnel (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project.		
Description of Actual Services provided by your Firm also showing percentage share and the position in the Joint Venture, if applicable.		

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

**PRESENT STAFF DEPLOYMENT**

<b>Major Project(s) Presently Undertaken</b>		
	<b>Project Name</b>	<b>Location Associates(s)</b>

<b>Field of Expertise</b>	<b>Total Number of Permanent Staff</b>	<b>Staff Assigned to Above Projects</b>





**MANNING SCHEDULE FOR CONSULTANT' PERSONNEL  
(BAR CHART FORM)**

Sr. No.	Name	Position	Monthly Program from date of (In the Form of Bar Chart) Commencement					Estimated Man Months
			1	2	3	4	5	

Legend:

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

Intermittent: -----

**COMPOSITION OF THE PERSONNEL AND  
THE TASKS TO BE ASSIGNED**

1. Technical/Managerial Personnel

Sr.No.	Name	Position	<u>Task/Assignment</u>

2. Support Personnel

Sr.No.	Name	Position	<u>Task/Assignment</u>

**FORMAT OF CURRICULUM VITAE (CV)  
FOR PROPOSED PERSONNEL**

1. Proposed \_\_\_\_\_ Position:
2. Name \_\_\_\_\_ of \_\_\_\_\_ Firm:
3. Name of Personnel: \_\_\_\_\_
4. Profession: \_\_\_\_\_
5. Date \_\_\_\_\_ of \_\_\_\_\_ Birth:
6. Years \_\_\_\_\_ with \_\_\_\_\_ firm:
7. Nationality: \_\_\_\_\_
8. Membership of professional Societies: \_\_\_\_\_  
(Membership of PEC is Mandatory): \_\_\_\_\_
9. Detailed Tasks Assigned on the Project: \_\_\_\_\_
10. Key Qualifications:  
[Give an outline of personnel member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by personnel member on relevant previous assignments and give dates and locations. Use upto one page.]
11. Education:  
[Summarize college/university and other specialized education of personnel member, giving names of institutions, dates attended and degrees obtained.]
12. Employment Record:  
[Starting with present position, list in reverse order every employment held. List all positions held by personnel member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.]
13. Language:  
[Indicate proficiency in speaking, reading and writing of each language as excellent, good, fair or poor.]
14. Certification:  
I, the undersigned, certify that to the best of my knowledge and belief this bio-data correctly describe myself, my qualifications and experience. I understand that my willful misstatement described, herein may lead to my disqualification or dismissal, if engaged.

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

\_\_\_\_\_  
Signature of Personnel/Member Authorized Official from the Firm  
Day/Month/Year

**COMPLETION AND SUBMISSION OF REPORTS**

<b>Report</b>	<b>Date</b>
1. <b>Inception Report</b>	
2. <b>Interim Progress Report(s)</b> - Monthly - Quarterly - Yearly	
3. <b>Draft Completion Report</b>	
4. <b>Final Completion Report</b>	



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**COMMENTS/SUGGESTIONS OF CONSULTANT**

**1. On the Terms of Reference (TOR):**

- Monitoring of Project Activities/Work Supervision/Quality Control / Quality Assurance

1. \_\_\_\_\_  
2. \_\_\_\_\_

etc.

Project Management

1. \_\_\_\_\_

2. \_\_\_\_\_

etc.

- Detailed Scope of work

1. \_\_\_\_\_

2. \_\_\_\_\_

etc.

**II. On the Data, Services and Facilities to be Provided by the Client, indicated, if any, in the TOR:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

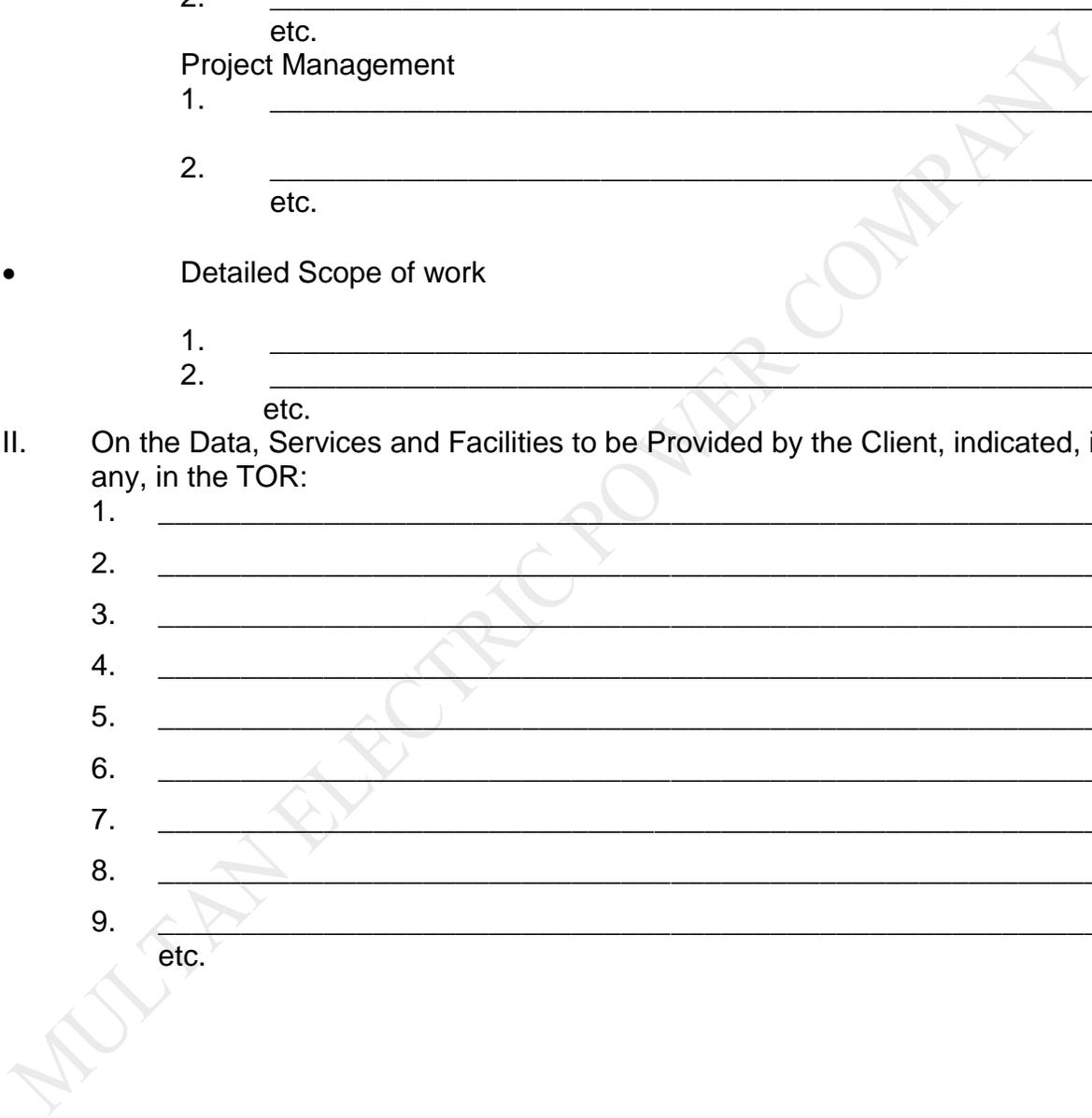
6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

etc.



**SECTION V. FINANCIAL PROPOSAL - STANDARD FORMS**

MULTAN ELECTRIC POWER COMPANY

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

**FORM FIN-1**  
**Financial Proposal Submission Form**

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[Location, Date]

To,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SUBJECT:   PROCUREMENT OF ENGINEERING CONSULTANCY SERVICES SYSTEM AUGMENTATION PROGRAM (SAP) AND DEPOSIT WORKS**

We offer to provide the Consultancy Services as Consultants for the subject project in accordance with your Request for Proposal and our Technical Proposal.

Our Financial Proposal shall be binding upon us and subject to the modifications resulting from Contact negotiations.

Our Financial Proposal is for \_\_\_\_\_ of total cost of each work order of the awarded contract. No. commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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

Yours faithfully,

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

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

Designation: \_\_\_\_\_

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

(Authorized Representative)

## **Financial Proposal**

Should include the following:

1. Estimated Salary Cost/Remunerations of Consultant      Form 1
2. Estimated Direct/Non-Salary Costs of Consultant      Form 2
3. Summary of Consultancy Cost      Form 3

**Form 1****ESTIMATED SALARY COSTS/REMUNERATIONS OF CONSULTANT**

<b>Sr.#</b>	<b>Name</b>	<b>Position</b>	<b>Nos. of Man months (per year)</b>	<b>Monthly Remuneration</b>	<b>Total Remuneration</b>
<b>I</b>	<b>Professional Personnel</b>				
		Project Manager	12		
		Project Coordinator	12		
		Construction Manager (2 Nos.)	24		
		Site Engineer/ Inspector (12 Nos.)	144		
		<b>Sub-Total (I)</b>			
<b>II</b>	<b>Technical Staff</b>				
		AutoCAD Operator / Computer Operator	As per requirement		
		<b>Sub-Total (II)</b>			
<b>III</b>	<b>Total Salary Cost</b>				
<b>IV</b>	<b>Overhead of the Company ___%</b>				
<b>V</b>	<b>Profit of the Company ___%</b>				
<b>VI</b>	<b>Total Cost</b>				

**Form 2****ESTIMATED DIRECT/NON SALARY COSTS OF CONSULTANT**

<b>S. No.</b>	<b>Description</b>	<b>Estimated Cost (Pak Rs)</b>
1.	Furnishing Accommodation with Air Conditioning	
2.	Electricity, Water and gas Charges	
3.	Running and Maintenance of Office and Office Equipment	
4.	Office Supplies and Stationary	
5.	Computer/Laptops along with Printers, Photocopying Machines and Fax Machines	
6.	Fax, Postage, Courier & Telephone Charges	
7.	Rental of Vehicles ( Nos.) & Cost	
8.	Cost of Drivers ( Nos.) & cost	
9.	Running and Maintenance of Vehicles	
10.	Non-Technical Staff i. Office Manager 1 No. ii. Accountant 1 No. iii. Utility Person As required	
11.	Traveling Allowances	
12.	Repair & Maintenance of Computer Hardware & Software and Software for Transmission Line	
13.	Miscellaneous	
	..... ..... ..... <b>Total Direct Cost</b>	

**Form 3**

**SUMMARY OF TOTAL CONSULTANCY COST**

Sr. No.	Description	Amount
1	Salary Cost	
2	Direct(Non Salary) Costs	
3	Contingencies	
4	Grand Total	

Expected budget allocation for REP, SAP, Deposit Works per annum = 5000 Million Approximately

Consultancy Charges as % of cost of completed Work under REP, SAP, Deposit =  $X / 5000 \text{ Million} \times 100 = \text{___} \%$

---

**1. Proposal Securing Declaration**

*[The Consultant shall fill in this Form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month and year)]*

Proposal No.: *[insert number of Proposal process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Proposal Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the SRF Documents.

We understand this Proposal Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the Proposal for and on behalf of: *[insert complete name of Service Provider]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*  
Corporate Seal (where appropriate)



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## Section VI. Eligible Countries

All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

1. *state*



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## **SECTION VII. TERMS OF REFERENCE**

### **1. Introduction:**

The main features of this agreement are to:

1. Strengthen the accuracy of estimates of construction works both technically and financially.
2. Strengthen the Institutional capacity to manage the inventory of material as per approved estimates and preventing the pilferage of material.
3. Strengthen the quality of work according to Standard Design Instructions in vogue.
4. The formation supported under this arrangement will be of the Manager Project Construction.

### **2. Objectives:**

Services of the Consultant firm will be hired to improve the performance of Construction projects being executed under Manager Project Construction.

### **3. Focused Fields:**

Rural Electrification Projects (REP), System Augmentation Program (SAP) Energy Loss Reduction (ELR), Distribution of Power (DOP), ABC Cable and Deposit Works.

#### **SAP (ELR, DOP, ABC CABLE)**

The HT and LT work / proposals are under the PSDP budget head of SAP i.e. System Augmentation Program. The said budget is allocated every' year for the development projects SAP is further divided into two sub heads, which are as under:

ELR = Energy Loss Reduction      DOP= Distribution of Power

The selection of each budget head is made on the basis of benefit to cost ratio analysis of each project. Yearly budget under SAP varies every year. Normally it is in the range of 3000 to 3500 Million Pak Rupees.

#### **Deposit Works**

- i. "Deposit Works" in the instant case means the proposal prepared, for supply of power to Housing Colonies / Societies, Commercial/ High-rise Buildings Road widenings or any other work to be carried out on cost deposit basis.
- ii. Comes in the range of Rs 800 to 1000 Million per year.

#### **Village Electrification /Rural Electrification**

The villages or Abadies electrified under prevailing programme (any village electrification launched by Government of Pakistan) financed by the Ministry and executed by PD Constructions. Available work load for Rural Electrification Project (REP) is almost 6000 Million which varies year to year Rs. 1000 to 2000 Million per year.

#### **Task Description and Expected Output:**

- 
1. Technical and Financial review and vetting of estimates prepared by the Client.
  2. Control of issuance of material to the Line Superintendent / Contractors as per estimates.
  3. Verification of material installed / dismantled as per scope of work at site and preparation of reconciliation statements.
  4. Monitoring of construction works with reference to the specifications and standards lay down by the Client.
  5. Submission of Monthly progress (i.e current month + progressive) work wise inventory issued and Completion report (A-90).
  6. Assistance to be provided to the Client in the acceptance of the completed projects
  7. Preparation of Completion Report (A-90) as given below contents.
    - I. Completion Report (Form A-90)
    - II. Inventory Report (Form C)
    - III. Form D-1 (Zero balance statement)
    - IV. Site sketch with measurement of length of lines in Kilometers.
    - V. Copies of Store Requisitions (SR's) and Material Return Note (MRN's).
    - VI. Copy of Electrical Measuring Book.
    - VII. Copy of Estimate
    - VIII. Valuation report of material drawn (quantity & amount).

**Reporting Requirement:**

1. The Consultant firm will provide written reports on physical and financial progress of each work to Project Director Construction and Chief Engineer (P&D) (for SAP, Deposit works) and Project Director Construction and Chief Engineer (O&M) Dist. (for Village Electrification) on monthly, progressive and quarterly basis.
2. The Completion reports are to be provided to PD Construction and Chief Engineer P&D /C.E (O&M) accordingly. The said reports should include necessary supporting documents along with as-built drawing of the site.

**NOTE:**

1. *The necessary reporting formats will be provided to the consultant at the time of contract.*
2. *The mode of payment will be finalized at the time of contract between both parties.*

**Place of performance of services:**

The services shall be carried out at the consultant's offices at the project sites.

**Contract for Engineering Consultancy Services**

The contract for Engineering Consultancy Services will be based on Pakistan Engineering Council's "Standard form of Contract for Engineering Consultancy Services (for Large Projects)" for Lumpsum Assignments. However, necessary special conditions will be included in the contract according to MEPCO's financial and legal matters.

**Financing:**

The consultancy services will be financed under budgetary allocations.

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# 1. SCOPE OF SERVICES

1. The **MEPCO** invites proposals to provide the following scope of services on Quality and Cost Basis (QCBS):

- i. Technical and Financial review and vetting of estimates prepared by the Client.
- ii. Control of issuance of material to the Line Superintendent / Contractors as per estimates.
- iii. Verification of material installed/Dismantled at site as per scope of work and preparation of reconciliation statements.
- iv. Monitoring of construction works with reference to the specifications and standards lay down by the Client.
- v. Submission of Monthly progress (i.e current month + progressive) work wise inventory issued and Completion report (A-90).
- vi. Assistance to be provided to the Client in the acceptance of the completed projects
- vii. Preparation of Completion Report (A-90) as given below contents.
  - Completion Report (Form A-90)
  - Inventory Report (Form C)
  - Form D-1 (Zero balance statement)
  - Site sketch with measurement of length of lines in Kilometers.
  - Copies of Store Requisitions (SR's) and Material Return Note (MRN's).
  - Coy of Electrical Measuring Book.
  - Copy of Estimate
  - Valuation report of material drawn (quantity & amount).

## 2. Procedure for Appointment of Consultant

- i) A Consultant will be selected by **MEPCO**, which will have the appropriate capabilities and experience to execute the services and having registered with Pakistan Engineering Council. Consultant will be solely responsible for the proper performance of the consulting services.
- ii) The Consultant will propose methodology to undertake the proposed activities, assigning responsibilities of each member for approval of **MEPCO**.

## 3. Instructions Regarding Proposal

- I. The proposal, after evaluation as per criteria given hereinafter, could eventually form the basis for a Contract between the Consultant and **MEPCO**.
- II. The Contract will be governed by Pakistan laws and regulations.
- III. Payment of all taxes in respect of Consultant and their personnel will not be the responsibility of the Client except 16% PST levied by Government of Punjab.
- IV. In case of Joint venture all the partners will be jointly and severally liable for any of their actions/omissions and other matters

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#### 4. Evaluation of Proposal

i. Evaluation of Technical Proposal

The technical proposal will be evaluated on the basis of:

- a. Experience and expertise of the Firm/Joint Venture as detailed under Clause 6.
- b. Qualifications, experience and extent of availability of key personnel (both technical and managerial) allocated for this assignment.

The following overall criteria will be applied to evaluate technical proposal On the basis of factors elaborated in Exhibit-I.

Sr.#	Description	Max. Points
a.	Overall Experience of the Consultant Firm relating to Power Projects over the last ten years	100
b.	Specific experience of the Consultant Firm related to the Assignment (REP, SAP & Deposit Works) over the last five years	200
c.	Adequacy of the proposed Work Plan and Methodology in responding to the TOR	100
d.	Qualifications, competence and availability of the personnel for this assignment	600
	Total Points	1000
	Minimum overall qualify score	700

**MEPCO** shall first examine the Consultant' Technical Proposal in respect of their understanding the requirements of the consultancy services in accordance with the Terms of Reference (TOR). Particular attention shall be given to their approach, methodology of work, specific experience and level and extent of their proposed personnel inputs and equipment/T&P. **MEPCO** shall critically look at their organizational arrangements to ensure that the assignment is carried out in a smooth and orderly manner.

The qualifications and experience of the proposed personnel shall be of major concern to **MEPCO**. Accordingly, **MEPCO** 's decision to accept or reject personnel shall be final and in place of rejected personnel, the consultant shall be required to propose alternative personnel acceptable to **MEPCO**.

On evaluation of technical proposal, the client shall notify the results of three top ranking qualifying firms by letter/fax and shall inform the date of financial proposal opening.

From the time the bids are opened to the time the contract is awarded, if any firm/JV wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Letter of Invitation. Any effort by the firm to influence the Client in the proposals evaluation, proposal comparison or contract award decisions may result in the rejection of the firm/JV/ consultant's proposal.

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Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Bank reviews and issuance of a "no objection" letter, is concluded.

The evaluation committee, appointed by the Client as whole, and each of its members individually, shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (not more than three per criteria) , and point system specified below. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the TOR or it fails to achieve the minimum technical score of 70%.

ii. Public Opening and Evaluation of Financial Proposals:

The financial proposals of the technically qualifying consulting firms on the basis of evaluation of the technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of the financial proposal. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.

The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among top technically qualified consultants shall be a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows.

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

Where;

Sf = Financial score  
Fm = is the lowest price  
F = The price of the proposal under consideration.

Proposals in the quality cum cost based selection shall finally be ranked according to their combined technical score (St) and financial score (Sf) using the weights T (the weight given to the technical proposals), P (the weight given to the financial proposal)

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

iii. The weights given to the Technical and Financial proposals are as under:

Technical proposal = 80%  
Financial = 20%

#### 4. Ranking of Proposals

i. Ranking of proposals will be done by applying a weight of 0.80 (or 80 percent) and 0.20 (or 20 percent) respectively to the Technical and Financial Score of

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each evaluated qualifying technical and financial proposal and then computing the relevant combined total score for each Consultant.

- ii. The Consultant, whose proposal is ranked first, will be invited to negotiate financial and other terms including TOR, Personnel Schedule, Work Schedule and reporting etc. of the contract to conclude a binding contract agreement. If negotiations prove unsatisfactory, the next ranked consultant will be invited for negotiations, and, so on, to pursue finalization of the contract award.
- iii. The representative(s) conducting negotiations on behalf of the consultant must have written authority to negotiate and finalize the terms of the contract.

## **5. Completion Period**

The completion period of the project shall be three years from the date of commencement of works and further be extendable for further one year on similar terms and conditions for periods as agreed between both parties.

## **6. Eligibility Criteria for Consultant**

- a. The Firm/J.V must have minimum of 10 years of overall experience relating to power projects.
- b. Firm/J.V must have provided consultancy services of Distribution Projects relating to Rural Electrification Project (REP), System Augmentation Program (SAP) and Augmentation of Distribution Network worth of Rs. 4000 Million over the past five (5) years.
- c. Each individual Firm/J.V partners must be registered with Pakistan Engineering Council (PEC) in appropriate category.
- d. Firm/J.V shall have sound financial background proportional to the magnitude of work involved, duly supported by reports on financial standing of Consultant such as balance sheets inter alia, assets and liabilities certified by an auditor along with Auditor's report for the last three years.
- e. Firm/J.V must have in his employment 60% personnel on their pay role for the last six months, duly supported by current salary slip with related expertise and knowledge / experience.
- f. All technical staff of the Consultant shall be nominated by name.

## **7. Documents Establishing Qualification of Consultant**

To prove his qualification for award of Contract, Firm/JV shall provide the following information along with documentary evidence in detail:

- ii. The background and experience of the firm (individual or joint venture) including authenticated list, Contract Agreement and other supporting documents of past and present works of a nature similar to this project in the last ten (10) years.
- iii. The detailed approach and methodology along with activity wise time schedule proposed for carrying out the work as mentioned under the scope of work including other detailed information as deemed relevant.

- 
- iv. The name, qualifications and professional experience of key personnel to be assigned to the project.

**8. Office Facilities for the Consultant**

- The Consultant shall make their own arrangements to furnish their offices. They shall provide cost estimates and details of their requirement in this respect under Direct Cost in their proposal.

**9. Transport**

Consultant will arrange transport themselves and the rental cost, operation & maintenance cost of vehicles will be built in the direct cost. Operation and maintenance of vehicles will be covered in the direct cost of the Consultant.

**10. Taxes and Duties**

The payment of Taxes, Duties, Fees and other impositions as may be levied under the applicable law, in respect of the Consultant and their personnel shall not be the responsibility of client except 16% PST levied by Government of Punjab.

**11. Conflict of Interest**

Consultant shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other client, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client. Without limitation on the generality of the foregoing, consultant, and any of their associates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

- i. If a Consultant combines the function of consulting with those of contracting and / or supply of equipment; or
- ii. If a Consultant is associated with or affiliated to a contractor or manufacturer, or
- iii. If a Consultant is owned by a Contract or a manufacturing firm with departments or design offices offering services as Consultant, the Consultant should include relevant information on such relationship along with a statement in the Technical Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify if self and associates from work, in any other capacity or any future project within the next five (5) years, that may emerge from this assignment (including bidding or any part of the future project. The contract with the Consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
- iv. If there is a conflict among consulting assignments, the consultant (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such consultant shall not be recruited for the relevant assignment. The duties of the consultant depend on the circumstances of each case. While continuity of the consulting services may be appropriate in particular situations if no conflict exist, a consultant cannot be recruited to carry out assignment that, by its nature, will result in conflict with another assignment of such consultant.

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## 2. Qualification and Experience of Consultant's Personnel

Consultant will assign adequately qualified personnel to carry out the implementation of the Project & man-months inputs for which are indicated of this **Annex**. In particular, the personnel should possess the qualification and experience as indicated in following.

**1. Project Manager / Team Leader:**

He should have at least a Bachelor Degree in Electrical Engineering from a recognized University. He should have specific experience of working in senior Techno Managerial Positions on similar projects. The incumbent should have overall **minimum experience of 20 years** with at least **10 years in the relevant field**. He should be able to lead the team of Consultant and assist Client in timely implementation of the project with a quality output. In case of PhD in Electrical Engineering, the **minimum experience should be 15 years** with at least **5 years in Project related** activities and **6 years as Team Leader**.

**2. Project Coordinator / Dy. Team Leader:**

He should have Bachelor Degree in Electrical Engineering from recognized university. He should have minimum **15 years** over all experience with at least **8 years experience in the relevant field**.

**3. Construction Manager: (2nos.)**

He should have Bachelor Degree in Electrical Engineering from recognized university. He should have minimum **10 years** over all experience with at least **4 years in the relevant field**.

**4. Site Engineer/Inspector: (12nos.)**

He should have Bachelors Degree in Electrical Engineering from a recognized university with minimum 2 years experience in the relevant field or Diploma in Electrical from a recognized college with minimum 5 years experience in the relevant field.

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### **3. STANDARD CONTRACT AGREEMENT For Consultancy Services**

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-----  
(Client)

-----  
-----  
(Project Name)

**AGREEMENT FOR CONSULTANCY SERVICES**

-----  
(Month) (Year)

(Name and address of the Consultant)

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**AGREEMENT FOR CONSULTANCY SERVICES**

**THIS AGREEMENT**, together with APPENDICES A to D which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this \_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_.

between

-----  
----- (herein referred to as the "Client") of the first part;

and

----- (herein referred to as "Consultant"), of the second part.

The Parties hereto agree as under:-

**1. ARTICLE 1: THE PROJECT**

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

**2. ARTICLE 2: SCOPE OF SERVICES**

2.1 The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultant for the Project under this Agreement are described in the attached Appendix A.

**3. ARTICLE 3: TIME SCHEDULE**

**3.1 Effective Date of Commencement**

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

**3.2 Time Schedule of Services**

The time schedule of Services is given in the attached Appendix B.

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### 3.3 **Extension of Time**

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant as and when required.

## 4. **ARTICLE 4: MODE OF OPERATION**

### 4.1 **Obligations of the Consultant**

- The Consultant shall perform Services as an independent consultant in accordance with recognized international standards, applicable laws and regulations.
- The Consultant shall appoint a Project Manager (professional engineer licensed by PEC) named in Appendix D who shall represent the Consultant for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant.
- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and engineering practices.
- The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent consultant or sub-contractor to perform any part of the Services.
- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.

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## 4.2 **Obligations of the Client**

The Client shall provide to the Consultant:

- All necessary data/documents/reports, as listed in Appendix A, that may be required by the Consultant for performing the Services within the Time Schedule given in Appendix B.
- The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultant.
- The Client shall take all necessary measures to make timely payments to the Consultant as stipulated in Article 5, hereof.

## 5. **ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT**

The remuneration for Services rendered by the Consultant and the mode of payment shall be as described in the attached Appendix-C.

## 6. **ARTICLE 6: ADDITIONAL SERVICES**

The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultant shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

## 7. **ARTICLE 7: TERMINATION**

### 7.1 **End of Services**

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

### 7.2 **Termination by the Client**

The Client may, by a written notice of thirty (30) days to the Consultant, terminate this Agreement. All accounts between the Client and the Consultant shall be settled not later than sixty (60) days of the date of such termination.

### 7.3 **Termination by the Consultant**

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The Consultant may suspend the Agreement by a written notice of thirty (30) days only if the Consultant does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultant after thirty (30) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.

**8. ARTICLE 8: FORCE MAJEURE**

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

**9. ARTICLE 9: RESOLUTION OF DISPUTES**

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

**10. ARTICLE 10: APPLICABLE LAWS**

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

**11. ARTICLE 11: CONTRACT AMENDMENT**

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No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

**12. ARTICLE 12: NOTICES**

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client -----  
-----  
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To: The Consultant Project Manager,-----  
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or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF  
(The Consultant)

FOR AND ON BEHALF OF  
(The Client)

Signed by: -----

Signed by: -----

Designation:-----

Designation:-----

(Seal)

(Seal)

Witness:

Witness:

Signed by:-----

Signed by:-----

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**APPENDIX A**

**THE PROJECT**

**&**

**SCOPE OF SERVICES**

- A-1      **THE PROJECT**  
(Refer Article 1 hereof)
- A-2      **SCOPE OF SERVICES**  
(With reference to Article 2.1 give detailed scope of consultancy and other professional services to be performed by the Consultant under this Agreement including listing of deliverables such as reports, documents, drawings and number of copies thereof.)
- A-3      **DATA/DOCUMENTS/REPORTS**  
(With reference to Article 4.2 list the data, documents and reports which are to be provided by the Client and will be required by the Consultant for performing the Services.)

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## APPENDIX B

### TIME SCHEDULE

**B-1 Effective Date of Commencement of Services.**

(The date on which this Agreement shall come into effect is the date when the Agreement is signed by both the parties and the amount of advance payment due upon signing of the Agreement is received by the Consultant.)

**B-2 Time Schedule of Services**

(With reference to Article 3.2 give time schedule of Services taking into account data/documents required from the Client and the time of approval(s) by the Client.)

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**APPENDIX C**

**REMUNERATION FOR SERVICES**

**&**

**SCHEDULE OF PAYMENT**

(With reference to Article 5)

- C-1 Total Remuneration  
(lumpsum/Cost plus fee)
- C-2 Schedule of Payments  
(Either in terms of time with respect to Date of Commencement or on submission of deliverables)  
70 % on submission of inventory / Form 'C'.  
30 % on capitalization of project.
- C-3 Delayed Payment  
(In case of delay in payment beyond the stipulated period, the Client shall pay to the Consultant, compensation at prevailing policy).

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# SECTION VIII. General Conditions of the Contract

## A. General Provisions

### 1. Definitions

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

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Procuring Agency”** means:-
- (c) any Ministry, Division, Department or any Office of the Federal Government;
- (d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;.
- (e) **“Procuring Agency’s Personnel”** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Consultant.
- (f) **“Consultant”** means an individual consultant or a consulting firm as the case may be;
- (g) **“Contract”** means an agreement enforceable by law;
- (h) **“Contractor”** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
- (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (j) **“Day”** means calendar day unless indicated otherwise.
- (k) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (l) **“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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- (m) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
  - (n) **“GCC”** means these General Conditions of Contract.
  - (o) **“Government”** means the Government of Pakistan.
  - (p) **“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 Procuring Agency for the performance of the Contract.
  - (q) **“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.
  - (r) **“Local Currency”** means the currency of Pakistan
  - (s) **“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.
  - (t) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.
  - (u) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
  - (v) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
  - (w) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
  - (x) **“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.
  - (y) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, 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 Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants,

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if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing Contract**

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC**.

**4. Language**

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

**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**.

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 Procuring Agency 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 Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

**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

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Procuring Agency or the Consultant may be taken or executed by the officials specified in the **SCC**.

**10. Fraud and Corruption**

1 Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.

10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.

10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.

10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.

10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

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

**11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Procuring Agency’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**

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

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<b>Become Effective</b>	event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
<b>13. Commencement of Services</b>	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 <b>SCC</b> .
<b>14. Expiration of Contract</b>	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 <b>SCC</b> .
<b>15. Entire Agreement</b>	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.
<b>16. Modifications or Variations</b>	<p>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.</p> <p>16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.</p>
<b>17. Force Majeure</b>	
<b>a. Definition</b>	<p>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.</p> <p>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.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>

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**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.

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

**18. Suspension** 18.1. The Procuring Agency 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)

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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  
Procuring  
Agency**

19.1.1 The Procuring Agency 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 Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the

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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 Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Procuring Agency 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 Procuring Agency 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 to cooperate and assist in any inspection or investigation, 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

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and materials furnished by the Procuring Agency, 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 Procuring Agency shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (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 termination of this Contract, including the cost of the return travel of the Experts.

## **C. Obligations of the Consultant**

### **20. General**

**a. Standard of Performance**

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

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

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.

**b. Law Applicable to Services**

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

### **21. Conflict of Interests**

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

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- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) 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.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
- 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 Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, 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 Procuring Agency, 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.

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- 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 Procuring Agency, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency 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 in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.
- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Procuring Agency 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 Procuring Agency 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 Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data

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and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

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 Procuring Agency's prior written approval to such agreements, and the Procuring Agency 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 Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency'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.

**29. Code of Conduct**

29.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.

**D. Consultant's Experts and Sub-Consultants**

**30. Description of Key Experts**

30.1 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**.

30.2 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 Procuring Agency, 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

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aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 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 Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

**31. Replacement of Key Experts**

31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 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.

**32. Approval of Additional Key Experts**

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency 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 Procuring Agency.

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

**33. Removal of Experts or Sub-consultants**

33.1 If the Procuring Agency 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 Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

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

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

**34. Replacement/  
Removal of  
Experts –  
Impact on  
Payments**

34.1 Except as the Procuring Agency 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.

**35. Working Hours,  
Overtime,  
Leave, etc.**

35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency'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 Procuring Agency's country as is specified in **Appendix B**.

35.2 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.

35.3 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 Procuring Agency**

**36. Assistance and  
Exemptions**

36.1 Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or

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appropriate for the prompt and effective implementation of the Services.

- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

**37. Access to  
Project Site**

37.1 The Procuring Agency 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 Procuring Agency 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.

**38. Change in the  
Applicable Law  
Related to Taxes  
and Duties**

38.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

**39. Services,  
Facilities and  
Property of the  
Procuring  
Agency**

39.1 The Procuring Agency 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**.

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39.2 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 42.3.

**40. Counterpart Personnel**

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

40.2 If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in **Appendix A**, the Procuring Agency 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 Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3 Professional and support counterpart personnel, excluding Procuring Agency'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 Procuring Agency shall not unreasonably refuse to act upon such request.

**41. Payment Obligation**

41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

**F. Payments to the Consultant**

**42. Ceiling Amount**

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

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

42.3 For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**43. Remuneration and**

43.1 The Procuring Agency 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

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**Reimbursable Expenses**

of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

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

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

43.4 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**.

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

**44. Taxes and Duties**

44.1 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**.

44.2 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 Procuring Agency on behalf of the Consultant.

**45. Currency of Payment**

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

**46. Mode of Billing and Payment**

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

- (a) *Advance payment.* Within the number of days after the Effective Date, the Procuring Agency 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 Procuring Agency 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

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(ii) is to be in the form set forth in **Appendix E**, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency 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.

- (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 Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 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.
- (c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.
- (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, 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 Procuring Agency 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 Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for

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reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**47. Interest on Delayed Payments**

47.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (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**

**48. Good Faith**

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

**H. Settlement of Disputes**

**49. Amicable Settlement**

49.1 Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due the Service Provider.

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## **Section IX. SPECIAL CONDITIONS FOR BIDDING**

1. This Tender is governed by PPRA Rules 2004 (Amended to-date).
2. Rate should be quoted inclusive of all taxes / duties and exclusive of Sales Tax in local currency without involving any foreign exchange.
3. In order to be considered, the technical bid must be accompanied by a Bid Security of fixed amount (If applicable) mentioned in the data sheet valid for 120 days from tender opening date. The bid security from any schedule bank of Pakistan will be acceptable. The technical bid(s) not accompanied with above mentioned bid security will be considered non-responsive **and also conditional tenders/bids/rate** or tender without bid money will not be accepted.
5. Bid Security and Performance Security be furnished on non-judicial stamp paper of value of prescribe by the Government.
6. The prices include the present duties, taxes. In case however the present duties and taxes are increased or new taxes / duties are imposed on finished goods by the Govt. during the currency of contract, the same will be paid extra on production of documentary evidence. In case of decrease in duties/ taxes by Govt., the price will be decreased accordingly.
7. **PAYMENT CLAUSE:**

The Payment will be made directly by the CHIEF FINANCIAL OFFICER MEPCO Multan or through confirmed & irrecoverable inland letter of credit at sight from nationalized bank of Pakistan. All charges relating to L/C opening and negotiation together with subsequent amendments shall be borne by the contractor. The payment / negotiation of L/C will be made on presentation of following documents.

  - i) Invoice of PROVIDED SERVICES in triplicate duly approved by Office of CFO being the end user and pre-audited by the CFO office MEPCO.
  - ii) non-payment certificate.
  - iii) Confirmation of Director (Procurement) Dist: MEPCO Ltd. Multan about acceptance of performance bond in case of first claim only.
  - iv) The payment of the Sales tax shall be made on presentation of following documents:
    - a. Sales tax invoice as per section-23 of Sales tax act 1990.
    - b. Sales tax cum payment Challan for the concerned monthly duly paid into Government treasury.
8. The complete offer should be submitted as under:
  - Complete Bid should be in duplicate failing in which shall be ignored. In the event of any discrepancy between them, the original shall govern.
  - The original and all copies of the Bid shall be typed or written on indelible ink and shall duly authorize & bind the bidder to the contract. The authorization shall be indicated is written power of attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing the Bid.



- Cutting / overwriting / using fluid on the bid is strictly prohibited and may tantamount to rejection of bid.
  - The bidder shall clearly mention all information precisely regarding Bid Validity, completion schedule, term of payment and schedule of technical data. Any incomplete information as required in said tender will lead the offer for rejection.
9. The Tender shall be duly filled in, signed and stamped by the Consultant in English, otherwise the offer will be considered incomplete / rejected.
  10. Consultant will submit a certificate that the firm is not blacklisted / debarred by any Government Department / Authority
  11. Technical literature in English giving out salient features of the item must accompany the Bid.
  12. **LATE BID:**  
Bidder will be himself responsible for ensuring that his bid is submitted in accordance with the instructions stated herein. Any bid not submitted by the deadline prescribed for submission of bids will not be considered even if it becomes late as a result of circumstances beyond the bidder's control.
  13. **MODIFICATION BID:**  
The bidder may modify or withdrawn it's Bid after the Bid's submission. Provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of Bids.
  14. **AMENDMENT OF BID SCHEDULE:**  
At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.
  15. **SEALING & MARKING OF BIDS: (As per EPADS)**
  16. **FAILURES AND TERMINATION:**
    - A) If the Consultant fails to perform the services or deliver the agreed deliverables within the specified timeframe, the client shall be entitled at his option either:
      - i) To recover from your liquidated damages levied at the rate of two percent (2%) per month or a fraction thereof subject to a maximum of ten (10%) of the work order price, except:
        - a. The client may recover such damages by deducting the amount from any payments due to the Consultant under this or any other contract with the MEPCO, or WAPDA / DISCOs.
      - ii) To avail services from elsewhere without notice to you at your risk and cost, the services not delivered without canceling the work order in respect of the consignment not yet due for delivery or
      - iii) To cancel the work order at your risk and cost in the event of event of action being taken under (ii) or (iii) above, you shall be liable for any loss which the client may suffer on the account.
    - B) If during the course of execution of work order, you are black listed by WAPDA / MEPCO or any other DISCO under PPMC then MEPCO may proceed with all or any of the actions detailed below: -

- 
- i) To allow the work order to run its course till completed in accordance with terms and conditions of the contract
  - ii) To stop further work with or without financial repercussions.
  - iii) To cancel the work order with or without reservation or rights.

**17. FORCE MAJEURE:**

The right of MEPCO while terminating the contract for breach of contract or imposing liquidated damages, the MEPCO shall give due consideration to the circumstances leading to the breach of contract or delay on which you had no hold, which are:

- i) Act of God.
- ii) Act of State, War or any act of the enemy.
- iii) Lock outs, Riots or Civil commotion.

**18. FORFEITURE OF BID SECURITY / PERFORMANCE GUARANTEE (PERFORMANCE BOND):**

The contracting officer will have the right to blacklist / debar & forfeit the Security / Performance Bond.

- A) If the contractor/consultant:
  - i) fails to supply the services within the time specified;
  - ii) commits any breach contract.

**If the forfeiture of the security deposit does not compensate the contracting officer for losses suffered due to non-delivery or breach of contract for any other reason, the contracting officer will have a right to forfeit other security deposits or to recover the same from any other security deposits made in favor of any other unit of DISCOs / GENCOs / NTDC / WAPDA / MEPCO or from any money due to the contractor from any unit of WAPDA / MEPCO / DISCOs / GENCOs / NTDC.**

**19. PREFERENCE OF TENDER CONDITIONS:**

In Case of any contradiction between the Clauses of Bid Data / Instructions to Bidders and Special Conditions for Bidding then the relevant clause(s) of Special Conditions for Bidding & clause(s) of bid data will prevail over Instructions to the Bidder.

→ **20.** The blacklisting of firms and contractors will be carried out as per Blacklisting Policy of MEPCO available at MEPCO website.

→ **21.** The parties agree that this agreement and any subsequent agreement (s) shall be governed by, applied to, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan.

In relation to any legal action or proceedings rising out of or in connection with this agreement, the parties irrevocably submit to the exclusive jurisdiction of the competent courts of Law at Multan, Pakistan.

**22.** PPRA Rules (Amended to-date) will prevail during the whole procurement process.