# REQUEST FOR PROPOSAL

**Procurement Of Consultancy Services for Construction Supervision and Allied Activities Including Verification of Contractor's Invoices and Testing & Commissioning**
**of**

**Lot-I: 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor From 500kV Sialkot Substation To 500kV Lahore North Substation (75 Km Approx.)**

**Lot-II: 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor for In/Out of The Existing 500kV Multan-Sahiwal (Yousafwala) Single Circuit at Vehari Substation (35 Km Approx.)**

**Under NGC's Own Resources**

(Single Stage Two Envelope Procedure)
(Time Based Contract)
(National Competitive Bidding)

# NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)

## Pakistan

## August, 2026

# CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION AND ALLIED ACTIVITIES OF 500KV DOUBLE CIRCUIT QUAD BUNDLE TRANSMISSION LINE UNDER NGC's OWN RESOURCES

## REQUEST FOR PROPOSALS (RFP)

## SUMMARY DESCRIPTION

### PART I – SELECTION PROCEDURES AND REQUIREMENTS

**Section 1: Invitation for Proposal (IFP)**

The attached template is the Invitation for Proposal for eligible Consultants willing to submit a proposal for a consulting assignment.

**Section 2: Instructions to Consultants and Data Sheet**

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

**Section 3: Technical Proposal – Standard Forms**

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

**Section 4: Financial Proposal – Standard Forms**

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

**Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

**Section 6: Terms of Reference (TORs)**

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

## PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

**Section 7: Standard Forms of Contract**

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

## SELECTION OF CONSULTANTS

# REQUEST FOR PROPOSAL

# RFP-TL03-2026

**Procurement Of Consultancy Services for Construction Supervision and Allied Activities Including Verification of Contractor's Invoices and Testing & Commissioning**
**of**

**Lot-I: 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor From 500kV Sialkot Substation To 500kV Lahore North Substation (75 Km Approx.)**

**Lot-II: 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor for In/Out of The Existing 500kV Multan-Sahiwal (Yousafwala) Single Circuit at Vehari Substation (35 Km Approx.)**

**Procuring Agency: National Grid Company of Pakistan Limited (NGC) represented by Director General (Procurement) NGC**

**July, 2026**

## Contents

# PART I

# Section I. Request for Proposal

*NATIONAL GRID COMPANY OF PAKISTAN LIMITED (NGC)*

**Proposal No: RPF-TL03-2026**

**for**

**Consultancy services for construction supervision and allied activities including verification of contractor's invoices and testing & commissioning of 500kV Transmission Lines**

**Date: August-2026**

1. The **National Grid Company of Pakistan Limited (NGC)** invites proposals to provide Consultancy services for construction supervision and allied activities including verification of contractor's invoices and testing & commissioning of **Lot-I:** 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor From 500kV Sialkot Substation To 500kV Lahore North Substation (75 Km Approx.) & **Lot-II:** 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor for In/Out of The Existing 500kV Multan-Sahiwal (Yousaf wala) Single Circuit at Vehari Substation (35 Km Approx.). More details on the services are provided in the Terms of Reference.
3. 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.

4. A firm will be selected under Quality and Cost Based Selection Method **(QCBS)** and procedures described in this RFP.

5. The RFP includes the following documents:
   Section 1 - Letter of Invitation
   Section 2 - Instructions to Consultants and Data Sheet
   Section 3 - Technical Proposal (FTP) - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 – Eligible Countries
   Section 6 - Terms of Reference
   Section 7 - Standard Forms of Contract (Time-Based)

6. The proposals, prepared in accordance with the instructions in the RFP document must be submitted through E-PADs only on or before **15th September-2026 at 11:00 AM PST.** Technical Proposals will be opened the same day at **11:30 AM PST**. This advertisement is also available on PPRA and NGC websites (www.ppra.org.pk & www.ntdc.gov.pk).

7. Proposals must be received by the Employer through E-PADS only before the proposal's submission deadline.

Yours sincerely,

**Director General (Procurement) NGC**

# Section II. Instructions to Consultants

## A. General Provisions

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| **1. Definitions** | 1.1 Definition<br>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.<br>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.<br>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.<br>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).<br>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.<br>f) "Day" means a calendar day.<br>g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).<br>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.<br>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.<br>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.<br>k) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants. |

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| | 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.<br>m) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.<br>n) "RFP" means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.<br>o) "Services" means the work to be performed by the Consultant pursuant to the Contract.<br>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.<br>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.<br>*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 responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment. |
| **2. Introduction** | 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.<br>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.<br>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. |
| **3. Conflict of Interest** | 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 |

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| | other assignments or its own corporate interests, and acting without any consideration for future work.<br><br>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.<br><br>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below: |
| **a. Conflicting activities** | (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the 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 resulting from or directly related to the consulting services for such preparation or implementation. |
| **b. Conflicting assignments** | (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency. |
| **c. Conflicting relationships** | (iii) Relationship with the Procuring Agency's staff: 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 |

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| | throughout the selection process and the execution of the Contract. |
| 4. **Unfair Competitive Advantage** | 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the 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. |
| **5. Corrupt and Fraudulent Practices** | 5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.<br>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. |
| **6.** | 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.<br>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.<br>As an exception to the foregoing Clauses 6.1 and 6.2 above: |
| **a. Sanctions** | 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 **Data Sheet**. |
| **b. Prohibitions** | 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). |

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| **c. Restrictions for public employees** | 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<br><br>(i) are on leave of absence without pay, or have resigned or retired;<br><br>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring<br><br>(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<br><br>(iii) their hiring would not create a conflict of interest. |
| **B. Preparation of Proposals** | |
| **7. General Considerations** | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| **8. Cost of Preparation of Proposal** | 8.1The 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. |
| **9. Language** | 9.1The 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. |

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| 10. **Documents Comprising the Proposal** | 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.<br><br>If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices. |
| **11.Only One Proposal** | 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any. |
| 12. **Proposal Validity** | 12.1Proposals 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.<br><br>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.<br><br>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC. |
| **a. Extension of Validity Period** | 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 |

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| | 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.<br><br>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.<br><br>12.6The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. |
| **b. Substitution of Key Experts at Validity Extension** | 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the 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.<br><br>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. |
| **c. Sub-Contracting** | 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. |
| | 12.11Any 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 of contract with the Successful Consultant, and furnishing the performance security. |

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| | 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:<br>(a) if the Consultant withdraws its Proposal, except as provided in **ITC 12.6** or<br>(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:<br>(i) sign the contract, or<br>(ii) furnish the required performance security |
| **13.Clarification and Amendment of RFP** | 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. 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:<br>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.<br>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.<br>13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified 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. |

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| **14. Preparation of Proposals – Specific Considerations** | 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:<br><br>i. The Procuring Agency may indicate in the **Data Sheet** 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.<br>ii. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.<br>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 **Data Sheet**, and the Financial Proposal shall not exceed this budget. |
| **15. Technical Proposal Format and Content** | 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.<br><br>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 **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP. |
| **16. Financial Proposal** | 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**. |
| **a. Taxes** | 16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet. |
| **b. Currency of Proposal** | 16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated |

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| | in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. |
| **c. Currency of Payment** | 16.4 Payment under the Contract shall be made in the local currency (PKR). |

# C. Submission, Opening and Evaluation

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| **17. Submission, Sealing, and Marking of Proposals** | 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.<br><br>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.<br><br>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.<br><br>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.<br><br>17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.<br><br>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**."<br><br>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name |

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| | and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."<br><br>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".<br><br>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.<br><br>17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, 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. |
| **Withdrawal of bids** | 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.<br><br>17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.<br><br>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. |
| **18.Confidentiality** | 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 |

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| | Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.<br><br>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.<br><br>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. |
| **19.Opening of Proposal**<br>**(Technical Proposals)** | 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 **BDS**. The Consultant′ representatives present shall sign a register as proof of their attendance.<br><br>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.<br><br>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.<br><br>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 |

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| | 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 remain unopened till the prescribed financial Proposal opening date.<br><br>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 **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC.<br><br>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 **Data Sheet**. |
| **20. Proposals Evaluation** | 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.<br><br>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. |
| **21. Evaluation of Technical Proposals** | 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 **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to |

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| | achieve the minimum technical score indicated in the **Data Sheet**. |
| **22. Financial Proposals for QBS** | 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.<br><br>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 negotiations are successfully concluded and the Contract is signed. |
| **23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)** | 23.1 After the technical evaluation is completed, 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 **Data Sheet**) is optional and is at the Consultant's choice.<br><br>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. |
| **24. Correction of Errors** | 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |

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| **a. Time-Based Contracts** | 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. |
| **25.Taxes** | 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 **Data Sheet**. |
| **26.Conversion to Single Currency** | 26.1For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**. |
| **27.Combined Quality and Cost Evaluation** | |
| **a. Quality- and Cost-Based Selection (QCBS)** | 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations. |
| **b. Fixed-Budget Selection (FBS)** | 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.<br><br>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. |
| **Least-Cost Selection** | 27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated |

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| | total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract. |
| **D. Negotiations and Award** | |
| 28. **Negotiations** | 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.<br><br>28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative. |
| **a. Availability of Key Experts** | 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. 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.<br><br>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. |
| **b. Technical negotiations** | 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. |

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| **c. Financial Negotiations** | 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. |
| **29. Conclusion of Negotiations** | 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.<br><br>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. |
| **30. Award of Contract** | 30. Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been 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:<br><br>a) eligible in accordance with the provisions of ITC 6;<br>b) is determined to be qualified to perform the Contract satisfactorily; and<br>c) Successful negotiations have been concluded, if any. |
| **31. Grievance Redressal Mechanism** | 31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of persons 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.<br><br>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 |

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| | Framework, and the same shall be addressed by the GRC well before the bid submission deadline.<br><br>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.<br><br>31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.<br><br>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:<br><br>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.<br><br>31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.<br><br>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”.<br><br>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.<br><br>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.<br><br>31.10 The committee may after examination of the relevant record and hearing all the concerned |

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| | parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.<br><br>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. |
| **32. Mechanism of Blacklisting** | 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:<br>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;<br>ii. Fails to perform his contractual obligations; and<br>iii. Fails to abide by the id securing declaration;<br><br>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 debarring the bidder or contractor from participating in public procurements of all the procuring agencies.<br>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<br>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. |

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| | 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.<br>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.<br>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.<br>32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring 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.<br>32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.<br>32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or |

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| | barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.<br>32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.<br>32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final. |

# Section II. Proposal Data Sheet

| A. General | |
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| **ITC Clause Reference** | |
| **2.1** | **Name of the Procuring Agency:**<br>**National Grid Company of Pakistan Limited (NGC)**<br>**Through**<br><br>**Director General (Procurement) NGC**<br>8th Floor-Shaheen Complex, Egerton Road<br>Lahore, Pakistan (Postal Code: 54000)<br>Telephone No. 92-42-99202597<br>E-mail address: dg.procurement@ngc.gov.pk<br><br>**Method of selection**: Quality & Cost Based Selection. |
| **2.2** | **Financial Proposal is to be submitted in separate envelope as per the Single Stage Two Envelop Bidding Procedure (IS2E)**<br><br>**The name of the assignment is**:<br>RPF-TL03-2026: Consultancy services for construction supervision and allied activities including verification of contractor's invoices and testing & commissioning of **Lot-I:** 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor From 500kV Sialkot Substation To 500kV Lahore North Substation (75 Km Approx.) & **Lot-II:** 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor for In/Out of The Existing 500kV Multan-Sahiwal (Yousaf wala) Single Circuit at Vehari Substation (35 Km Approx.). |
| **2.3** | **A pre-proposal conference/meeting will be held**:<br><br>Date of pre-proposal conference/meeting: **2nd September, 2026**<br>Time: 11:00 AM (PST)<br>**Address: Director General (Procurement) NGC**<br>8th Floor-Shaheen Complex, Egerton Road<br>Lahore, Pakistan (Postal Code: 54000)<br>Telephone No. 92-42-99202597<br>E-mail address: dg.procurement@ngc.gov.pk<br>Contact person/conference coordinator: *[insert name and title]* ______________________________ |

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| **2.4** | The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: **Survey Reports and Subsoil Investigation Reports of the Project**. |
| **6.3.1** | **A list of debarred firms and individuals is available at the PPRA website***:* https://ppra.org.pk/ |
| **B. Preparation of Proposals** | |
| **9.1** | The language of the Bid is ***English***<br>All correspondence shall be in English.<br>The language for translation of supporting documents and printed literature is English. |
| **10.1** | **The Proposal shall comprise the following**:<br><br>**<u>For FULL TECHNICAL PROPOSAL (FTP):</u>**<br>**1st Inner Envelope with the Technical Proposal:**<br>(1) Power of Attorney to sign the Proposal<br>(2) TECH-1<br>(3) TECH-2<br>(4) TECH-3<br>(5) TECH-4<br>(6) TECH-5<br>(7) TECH-6<br>**Financial Proposal:**<br>(1) FIN-1 (Along with proposal Securing Declaration)<br>(2) FIN-2<br>(3) FIN-3<br>(4) FIN-4<br>(5) Statement of Undertaking (if required under Data Sheet 10.2 below) |
| **10.2** | **Statement of Undertaking is required**<br>Yes. |
| **11.1** | Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal **Not** is permissible. |
| **12.1** | Proposals shall be valid for a period of **120 days** after last date of submission, extendable further on the expiry of this period through mutual agreement. |
| **13.1** | Clarifications may be requested no later than **14 (fourteen) days** prior to the submission deadline.<br><br>The contact information for requesting clarifications is: |

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| | **Director General (Procurement) NGC**<br>8th Floor-Shaheen Complex, Egerton Road<br>Lahore, Pakistan (Postal Code: 54000)<br>Telephone No. 92-42-99202597<br>E-mail address: dg.procurement@ngc.gov.pk<br><br>The Procuring Agency's response to the pre-bid clarifications & Addendums (if any) will be communicated via publishing on NGC's website and on e-PADS |
| **14.1 (i)** | Estimated input of key Experts' and support staff time-input:<br><br>**Lot-I**<br>**Description** — **Man-Months**<br>Key Personnel — 131<br>Support Staff — 60<br>**Total** — **191**<br><br>**Lot-II**<br>**Description** — **Man-Months**<br>Key Personnel — 74<br>Support Staff — 35<br>**Total** — **109**<br><br>Separate teams shall be proposed for Lot-I and Lot-II. |
| **14.1(ii)** for time-based contracts only | ***Not applicable***<br><br>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:<br><br>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. |
| **15.2** | The format of the Technical Proposal to be submitted is:<br>**FULL TECHNICAL PROPOSAL (FTP)**<br><br>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **16.1** | *List of Reimbursable expenses is as under:* |

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| | *(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;*<br><br>*(2) cost of travel by the most appropriate means of transport and the most direct practicable route;*<br><br>*(3) cost of office accommodation, including overheads and back-stop support;*<br><br>*(4) communications costs;*<br><br>*(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;*<br><br>*(6) cost of reports production (including printing) and delivering to the Procuring Agency;*<br><br>*(7) Any other expense.* |
| **16.1** | A price adjustment provision applies to remuneration rates as per adjustment formula specified in the SCC. |
| **16.2** | Information on the Consultant's tax obligations can be found from the websites of Federal Board of Revenue and Provincial Revenue authorities. |
| **16.3** | The Financial Proposal should state costs in the Procuring Agency's country currency (Local Currency-PKR) |
| **C. Submission, Opening and Evaluation** | |
| **17.1** | The Consultants shall submit their Proposals through E-PADS only. |
| **17.4** | **The Consultant shall submit through E-PADS only:**<br><br>(a) The Technical Proposal should be submitted as a single PDF file named "[RFP Number] - TECHNICAL PROPOSAL - [Name of Proposing Firm]".<br><br>(b) The Financial Proposal should be submitted as a single PDF file named "Tender [RFP Number] - FINANCIAL PROPOSAL - [Name of Proposing Firm]". |
| **17.7** | Firms are required to submit their proposals through E-PADS only on or before proposal submission deadline.<br>Deadline for Submission of proposals:<br>**Date: 15th September, 2026**<br>**Time: 11:00 AM.** |

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| **17.9** | The Procuring Agency shall not consider for evaluation any proposals that arrive after the deadline for submission of proposals including but not limited to followings situations;<br><br>i) Against which proposals are not received through E-PADs within proposal submission deadline.<br><br>ii) Against which the proposal/pdf file received through E-PADs is found corrupt, unreadable or contains a virus. |
| **19.1 to 19.5** | The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals at Director General (Procurement) NGC 8th Floor Shaheen Complex Lahore on **15th September-2026 at 11:30 AM** in the presence of the Proposer Consultants' authorized representatives who choose to attend. Further the attendance will also be marked through E-PADS. |
| **19.6** | At opening of Technical Proposals following shall be read out:<br><br>(a) the name of the Bidder;<br><br>(b) any other information deemed appropriate |
| **21.1**<br>(for FTP) | For purpose of this clause, the consultant will be considered eligible for detailed marking of its proposal when it satisfies the following eligibility requirements.<br><br>i) The firm (sole or JV Lead member) shall have at least 10 years' consulting services experience of construction supervision for Transmission Lines.<br>ii) Firm/JV 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 last three years.<br>iii) The firms shall submit Beneficial Ownership Declaration Performa dully filled as per S.R.O 592(I)/2022 available at https://www.ppra.org.pk/doc/sro592.pdf<br><br>**Points**<br><br>(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** *[20]*<br><br>The firm shall have specific experience of consultancy services (similar nature) of 220kV or higher voltage Transmission Line project. |

(The marking will be based on similar nature projects executed by the firm. If some firm has executed project of similar voltage level, full marks will be given. However, half marks will be given if firm has executed the project 220kV or above voltage level. However, the experts proposed by the firms shall have experience, as required for the position and specified in clause-6, Section VI of RFP.)

(ii) **Adequacy and quality of the proposed methodology, work plan, management approach etc. in responding to the Terms of Reference (TORs):** *[10]*

| Distribution of Marks | Max Marks (10) |
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| i) Quality of methodology | 4 |
| ii) Work Program | 3 |
| iii) Man-Month Deployment | 3 |

*{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}*

(iii) **Key Experts' qualifications and competence for the Assignment:**

*The total marks (70) for Key Experts' qualifications and competence are distributed as follows:*

***Lot-I (Consultant shall propose Separate team for each lot)***

*a) Position K-1: Team Leader/ Project Manager [10]*
*b) Position K-2: Contracts Expert [05]*
*c) Position K-3: Transmission Line Survey Expert [05]*
*d) Position K-4: Engineering Expert (Civil)/Structures [05]*
*e) Position K-5: Geotechnical Expert [05]*
*f) Position K-6: Construction Supervision Expert (Elect) [7.5]*
*g) Position K-7: Junior Construction Supervision Engineer Elect. -I [2.5]*
*h) Position K-8 Junior Construction Supervision Engineer Elect. -II [2.5]*
*i) Position K-9 Construction Supervision Expert (Civil) [7.5]*
*j) Position K-10 Junior Construction Supervision Engineer (Civil)-I [2.5]*
*k) Position K-11 Junior Construction Supervision Engineer (Civil)-II [2.5]*
*j) Position K-12 Environmental/Social/Resettlement Expert [05]*
*l) Position K-13 Health & Safety Specialist [05]*
*m)Position K-14* Testing & Commissioning Engineer *[05]*

**Total points for criterion (iii):** *[70]*

***<u>Lot-II (Consultant shall propose Separate team for each lot)</u>***

*a) Position K-1: Team Leader/ Project Manager* *[10]*
*b) Position K-2: Contracts Expert* *[05]*
*c) Position K-3: Transmission Line Survey Expert* *[06]*
*d) Position K-4: Engineering Expert (Civil)/Structures* *[06]*
*e) Position K-5: Geotechnical Expert* *[05]*
*f) Position K-6: Construction Supervision Expert (Elect)* *[7.5]*
*g) Position K-7: Junior Construction Supervision Engineer Elect.* *[2.5]*
*h) Position K-8 Construction Supervision Expert (Civil)* *[7.5]*
*i) Position K-9 Junior Construction Supervision Engineer (Civil)-I* *[2.5]*
*j) Position K-10 Environmental/Social/Resettlement Expert* *[06]*
*k) Position K-11 Health & Safety Specialist* *[06]*
*l) Position K-12* Testing & Commissioning Engineer *[06]*

**Total points for criterion (iii):** *[70]*

*{<u>Notes to Consultant</u>: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}*

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

| ***Individual Key Personnel Evaluation:*** | | |
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| **1** | ***Project Director/ Team Leader***<br>a. Academic and General Qualification.<br>b. Experience<br>i. Overall<br>ii. Adequacy of Assignment(s)<br>iii. Working as Project Director/ Manager | <br>*20%*<br><br>*10%*<br>*55%*<br>*15%* |
| | **Total (1)** | **100%** |

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<tr><td>2</td><td>Other Key Personnel<br>a. Academic and General Qualification.<br>b. Experience<br>i.Overall<br>ii.Adequacy of Assignment(s)</td><td><br>20%<br><br>10%<br>70%</td></tr>
<tr><td></td><td>Total (2)</td><td>100%</td></tr>
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Total weight: 100%
[The experts securing less than 70% marks shall be liable for replacement, however, the ranking of the firm shall be based on the score obtained by the key experts nominated in their proposal. During evaluation, an undertaking / conformation will be sought from the Applicant that in case of award of contract, they shall replace the expert with the acceptable one to the Employer as per Criteria specified in the RFP. The proposal shall be rejected in case of 03 No. Key experts do not meet the minimum threshold of 70%.]
Total points for the three criteria: 100
The minimum technical score (St) required to pass is: <u>[80%]</u>
</td></tr>
<tr><td>23.1</td><td>An online option of the opening of the Financial Proposals is offered: Yes.</td></tr>
<tr><td>23.2</td><td>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. 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.</td></tr>
<tr><td>25.1</td><td>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.</td></tr>
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|---|---|
| **26.1** | The single currency for the conversion of all prices expressed in various currencies into a single one is: ***Pakistani Rupees (PKR)***<br><br>**The official source of the selling (exchange) rate is**: National Bank of Pakistan or any other source indicated by State Bank of Pakistan.<br>**The date of the exchange rate is:** Date of submission of proposal. |
| **27.1 (QCBS only)** | The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.<br><br>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following**:**<br><br>Sf = 100 x Fm/F<br>Where;<br>Sf = Financial score<br>Fm = is the lowest price<br>F = The price of the proposal under consideration.<br><br>**The weights given to the Technical (T) and Financial (P) Proposals are**:<br>**T** = 70%, and<br>**P** = 30%<br><br>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:<br>S = St x T70% + Sf x P30%. |
| **D. Negotiations and Award** | |
| **28.1** | **Expected date and address for contract negotiations:**<br>**Date**: XX-XX-2026<br>**Address:**<br>**Director General (Procurement) NGC**<br>8th Floor-Shaheen Complex, Egerton Road<br>Lahore, Pakistan (Postal Code: 54000)<br>Telephone No. 92-42-99202597<br>E-mail address: dg.procurement@ngc.gov.pk |
| **30.1** | The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:<br>***www.ntdc.gov.pk***<br>***www.ppra.org*** |
| **30.2** | **Expected date for the commencement of the Services:**<br>**Lot-I:** |

| | |
|---|---|
| | **Date**: XX-XX-2026<br>**Lot-II:**<br>**Date**: XX-XX-2026 |
| **32** | The Clause 32.1 is augmented by the following text at the end of existing provision: -"<br>*iv) And submission of false (or) hiding information on Beneficial Ownership Declaration Performa under S.R.O 152(I)/2022."*<br><br>**Following text is added at the end of the ITC 32.12**<br><br>*Note: NGC's SOP for blacklisting of Contractors is included in the RFP as **Annex-I** for information of Consultants. However, this will be strictly interpreted to the extent of the mechanism defined in PPRA Rules (revised 2021). In case of any conflict the mode or mechanism defined under PPRA Rules shall be deemed applicable and prevalent.* |

# Section III. Technical Proposal – Standard Forms

**(Consultants shall submit separate Technical Proposal forms as specified below for each participated lot)**

{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

| FORM | DESCRIPTION | *Page Limit* |
|---|---|---|
| | | |
| TECH-1 (Separate for Lot-I & Lot-II) | Technical Proposal Submission Form. | N/A |
| TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. | |
| Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members | |
| TECH-2 | Consultant's Organization and Experience | |
| TECH-2A | A. Consultant's Organization | |
| TECH-2B | B. Consultant's Experience | |
| TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency. | |
| TECH-3A | A. On the Terms of Reference | |
| TECH-3B | B. On the Counterpart Staff and Facilities | |
| TECH-4 (Separate for Lot-I & Lot-II) | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | |
| TECH-5 (Separate for Lot-I & Lot-II) | Work Schedule and Planning for Deliverables | |
| TECH-6 (Separate for Lot-I & Lot-II) | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) supported with evidence of professional experience/employment certificates/pay bills/Contract Agreement etc, | |

**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 for {Specify Lot No.}

# Technical Proposal Submission Form

{Location, Date}

To: **Director General (Procurement) NGC**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Consultancy services {Insert title of assignment} in accordance with your Request for Proposals dated *{Insert Date}* and our Proposal. "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope".

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

{OR

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

We hereby declare that:

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

(b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.

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

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

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

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

(g) No key expert will be replaced and mobilized without prior approval of the Client and will ensure availability of experts as per man-months and work plan specified in the contract. Key experts charged to project on full engagement basis will not be charged to any other project.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ______________________________
Name and Title of Signatory: ______________________________
Name of Consultant (company's name or JV's name):
In the capacity of: ______________________________

Address: ______________________________
Contact information (phone and e-mail): ______________________________

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

# Form TECH-2

## CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

## A - Consultant's Organization

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

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

## B - Consultant's Experience

1. List only previous <u>similar</u> assignments successfully completed in the last **10** years.

2. List only those assignments for which the Consultant was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.

| Duration | Assignment name/& brief description of main deliverables/outputs | Name of Procuring Agency & Country of Assignment | Approx. Contract value (in US$ equivalent)/ Amount paid to your firm | Role on the Assignment |
|---|---|---|---|---|
| {e.g., Jan.2009– Apr.2010} | {e.g., "Improvement quality of..............": designed master plan for rationalization of ........; } | {e.g., Ministry of ......, country} | {e.g., PKR 1 mill/PKR 0.5 mill} | {e.g., Lead partner in a JV A&B&C} |
| | | | | |
| {e.g., Jan-May 2008} | {e.g., "Support to sub-national government....." : drafted secondary level regulations on.............} | {e.g., municipality of........, country} | {e.g., PKR0.2 mil/PKR 0.2 mil} | {e.g., sole Consultant} |
| | | | | |

# Form TECH-3

## COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE PROCURING AGENCY

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

## A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

## B - On Counterpart Staff and Facilities

{Comments on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

# Form TECH-4 for {Specify Lot No.}

## DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing

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

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

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

# Form TECH-5 for {Specify Lot No.}

## WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2 Duration of activities shall be indicated <u>in a form of a bar chart</u>.
3. Include a legend, if necessary, to help read the chart.

# Form TECH-6 for {Specify Lot No.}

## TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

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

3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Procuring Agency’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

# FORM TECH-6
# (CONTINUED)

# CURRICULUM VITAE (CV)

| | |
|---|---|
| **Position Title and No.** | {e.g., K-1, TEAM LEADER} |
| **Name of Expert:** | {Insert full name} |
| **Date of Birth:** | {day/month/year} |
| **Country of Citizenship/Residence** | |

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

______________________________________________________________________

______________________________________________________________________

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

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

**Membership in Professional Associations and Publications:**

______________________________________________________________________

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

______________________________________________________________________

**Adequacy for the Assignment:**

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

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

**Certification:**
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Agency.

{day/month/year}

| Name of Expert | Signature | Date |
|---|---|---|

{day/month/year}

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

# Section IV. Financial Proposal - Standard Forms

**{Consultants shall submit Financial Proposals for each participated lot in separate sealed envelopes}**

# Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method

FIN-4 Reimbursable expenses

# FORM FIN-1
# Financial Proposal Submission Form

{Location, Date}

To: **Director General (Procurement) NGC**

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, excluding all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until *{insert day, month and year in accordance with ITC 12.1}.*

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

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|---|---|---|
| | | |
| | | |

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: ______________________________
Name and Title of Signatory: ________________________________________
In the capacity of: ___________________________________________________

Address: ___________________________________________________________

E-mail: ___________________________

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

## FORM FIN-2 SUMMARY OF COSTS

| Item | Cost | | | |
|---|---|---|---|---|
| | {Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used} | | | |
| | *{Insert Foreign Currency # 1}* | *{Insert Foreign Currency # 2, if used}* | *{Insert Foreign Currency # 3, if used}* | *{Insert Local Currency, if used and/or required (16.4 Data Sheet}* |
| **Cost of the Financial Proposal** | | | | |
| Including: | | | | |
| (1) **Remuneration** | | | | |
| (2) **Reimbursables** | | | | |
| **(3) Total Cost of the Financial Proposal:**[1] {Should match the amount in Form FIN-1} | | | | |

**Footnote:**

1) *All Direct Taxes on Consultant/Consultant's personnel must be included in the Total Cost of the Financial Proposal. No separate entry shall be included for this purpose.*
2) *Only those consultants will be eligible to bid who are active taxpayers as per Federal Board of Revenue Data base i.e., Active Taxpayer List (ATL) for both Income Tax & Sales Tax and relevant provincial revenue authorities/boards as the case may be. The foreign consultant or foreign partners of the consultant shall get them registered with the relevant tax authorities after award of contract if required as per Law.*
3) *Provincial sales tax on services shall be charged by the consultants and payments will be subject to withholding as per Rules mentioned in respective Federal or Provincial Laws (PRA, SRB, BRA, KPRA). Copy of sales tax return shall be provided by the consultant. The payment of PST/GST will only be made if NGC can claim input from relevant Tax authority (ies) otherwise the same shall be deducted from the amount due to Consultant.*
4) *All payments will be subject to withholding taxes as per Income Tax Ordinance, 2001 and Sales Tax Laws. Further, payment shall be made only to those entities appearing in active Tax payer List (ATL) for both income tax and sales tax.*

*The Consultant may adjust price between remuneration and reimbursable expenses with the prior approval of the client provided that it remains within the ceiling amount of the contract.*

# FORM FIN-3 BREAKDOWN of Remuneration

**A. Remuneration**

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

## Notes for Breakdown of Remuneration Rates

1. **Review of Remuneration Rates**

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

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

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

1.4. Rate details are discussed below:

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

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

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

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

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

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

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

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

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

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

.

# Sample Form

Consultant: Country:
Assignment: Date:

Home

**Consultant's Representations Regarding Costs and Charges**

We hereby confirm that:

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

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

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

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

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

________________________________________
[Name of Consultant]

________________________________________ _______________________
Signature of Authorized Representative Date

Name: __________________________________

Title: ___________________________________

# Consultant's Representations Regarding Costs and Charges (Model Form I)

(Expressed in {insert name of currency*})

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

{* If more than one currency is used, use additional table(s), one for each currency}
1. Expressed as percentage of 1
2. Expressed as percentage of 4

# FORM FIN-4 BREAKDOWN of Reimbursable Expenses

**B. Reimbursable Expenses**

| N° | Type of Reimbursable Expenses | Unit | Unit Cost | Quantity | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
|---|---|---|---|---|---|---|---|---|
| | {e.g., Per diem allowances**} | {Day} | | | | | | |
| | {e.g., International flights} | {Ticket} | | | | | | |
| | {e.g., In/out airport transportation} | {Trip} | | | | | | |
| | {e.g., Communication costs between Insert place and Insert place} | | | | | | | |
| | { e.g., reproduction of reports} | | | | | | | |
| | {e.g., Office rent} | | | | | | | |
| | .................................. | | | | | | | |
| | {Training of the Procuring Agency's personnel – if required in TOR} | | | | | | | |
| | | | | Total Costs | | | | |

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

# 1. Proposal Security Form
## (Not Applicable)

To: [*name of the Procuring Agency*]

Whereas *[name of the Consultant]* (hereinafter called "the Consultant/Service Provider) has submitted its proposal dated *[date of submission of Proposal]* for the provision of *[name and/or description of the consultancy services]* (hereinafter called "the proposal").

KNOW ALL PEOPLE by these presents that WE *[name of Financial Institution]* of *[name of country]*, having our registered office at *[address of Financial Institution]* (hereinafter called "the Bank"), are bound unto *[name of PA]* (hereinafter called "the Procuring Agency") in the sum of *[amount]* for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of ____________ 20____.

THE CONDITIONS of this obligation are:

1. If the Proposal

   (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 SRFP Documents.

2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Proposal Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name:……………………………….. in the capacity of …………………………..

signed

________________________________________

*[Signature of the Bank]*

**Dated on ………………………… day of ……………….. 20 ……….**

## 2. : 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 SRFP 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)

# Section V.  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 "none"*

# Section VI. Terms of Reference

***Procurement Of Consultancy Services for Construction Supervision and Allied Activities Including Verification of Contractor's Invoices and Testing & Commissioning of***

***Lot-I:*** *500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor From 500kV Sialkot Substation To 500kV Lahore North Substation (75 Km Approx.).*
***Lot-II:*** *500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor for In/Out of The Existing 500kV Multan-Sahiwal (Yousaf wala) Single Circuit at Vehari Substation (35 Km Approx.)*

## 1. NGC Project Implementation Arrangements

**For Lot-I:**

**Chief Engineer (PD/GSC) North, NGC Islamabad** is the executing body for construction supervision and monitoring of the Project. The construction supervision consultant shall report to Project Manager stationed at **Islamabad**.

**For Lot-II:**

**Chief Engineer (PD/GSC) North, NGC Lahore** is the executing body for construction supervision and monitoring of the Project. The construction supervision consultant shall report to Project Manager stationed at **Lahore**.

## 2. SCOPE OF THE PROJECT

The overall scope of the project/facilities is Construction Supervision & Project Management for following transmission lines:

| Lot | Description | Line Length | Completion Period |
|---|---|---|---|
| I | 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor From 500kV Sialkot Substation To 500kV Lahore North Substation | 75 km | 18 months construction period plus 12 months Defect liability period |
| II | 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor for In/Out of The Existing 500kV Multan-Sahiwal (Yousafwala) Single Circuit at Vehari Substation | 35 km | 12 months construction period plus 12 months Defect liability period |

**The work to be carried out will comprise of the following main activities:**

2.1 Construction Supervision

2.2 Project Management, Quality Control and Safety
2.3 Verification of contractor's Invoices
2.4 Support in implementation of EMP and RAP.
2.5 Supervision in Defects Liabilities Period and Completion of the Project
2.6 Preparation of Reports and Documents

## 2.1 Construction Supervision and Allied Activities

The monitoring and supervision of works at sites shall be carried out by the Consultant. They will supervise the quality of works executed by the Contractor at sites to ensure that the works are being executed as per technical specifications (given in bidding documents) and as per the standards laid down in the contract/bidding document. The supervision consultant shall be responsible for the supervision of construction and installation services. The Consultant shall represent interest of NGC vis a vis the contract in all manner related to proper execution of the works at sites.

The main activities to be checked by the consultant to ensure that the works are executed as per Technical Specifications and Quality Assurance plan of the contract shall be as under:

2.1.1 Supervision of the civil construction work:

Supervision of civil construction works shall be as per the provision of the bidding documents, technical specifications, Quality Assurance Plan for the contract approved by NGC, drawing and designs prepared by Contractor and approved by the Engineer and NGC's practices as advised by the Project Authority. The following shall be in any case specifically checked and reported:

i. Check the line and position given by the Contractor for the construction of tower foundation as per approved drawings.
ii. Analyze the site conditions/requirements and suggest appropriate tower foundation and its types and other civil structures according to site requirements.
iii. Check the reinforcement as per the approved drawing.
iv. Supervise and check the stub setting as per the approved drawings.
v. Supervise the concreting works for the foundation as per the technical Specifications.
vi. Supervise the construction works for different civil works as per approved design.
vii. Supervise the back filling of towers with proper compaction of earth.
viii. All other related works, not mentioned herein above, but reasonably required for satisfactory completion of work.

2.1.2 Supervision of erection of tower structures and installation of hardware

The scope of Supervision of erection of the tower structures shall consist of, but not be limited to, the following:

i. Check the supplied steel structure for compliance to the approved drawing and for any damage during transportation.
ii. Supervise the erection of steel structure of the tower as per technical specifications and approved drawings.
iii. Check the connection of joints of the structures as per approved drawing.
iv. Check the supplied hardware and related fittings and its installation for compliance with technical specifications and approved drawings.
v. All other related works, not mentioned herein above, but reasonably required for satisfactory completion of work.

2.1.3 Supervision of stringing works

The scope of Supervision of stringing works shall consist of, but not be limited to, the following:

i. Assist the contractor to check the supplied hardware and related fittings are in compliance with the technical specification and approved drawings.
ii. Check the supplied conductor/OPGW/earth wire for any damages before stringing.
iii. Check the supplied insulators for any damages before stringing.
iv. Supervise the placement of devices, tools and tackles for stringing.
v. Supervise the stringing works of the conductor/OPGW and ensure that stringing is carried out through tension-controlled method.
vi. All other related works, not mentioned herein above, but reasonably required for satisfactory completion of work.

2.1.4 Punch List

Towards the end of the construction and installation of transmission line the Consultant will prepare a punch list recording all works and installations which may require completion or remedial measures for incorrect execution/defects, and will monitor the completion of all incomplete or defect works and installations to ensure that a fully completed project of high quality is achieved.

2.1.5 Testing & commissioning.

The scope of testing & commissioning shall consist of, but not be limited to, the following:

i. Review and approve the contractor's procedure of commissioning and acceptance tests (to be submitted by the contractor).
ii. Supervise testing and commissioning of the plant supplied by the contractor(s) for the project and ensure that quality and credibility of the outputs is as stipulated in the bidding document.
iii. All other related works, not mentioned herein above, but reasonably required for satisfactory completion of work.

### 2.1.6 Other Allied Activities

The allied activities will include, but not be limited to, the following:

i. Assess the adequacy of all inputs such as materials, plant, equipment and labor provided by the contractor and his method of work in relation to the required rate of progress, and when required to take appropriate action in order to expedite progress. Keep and regularly update a list of the contractor's equipment (and its condition) to ensure compliance with date of completion provided in his contract.
ii. Extend timely assistance and directions to the contractors in all matters related to interpretation of the contract documents, plans, quality control testing, and other matters relating to contract compliance and progress.
iii. Keep close coordination and liaison between different organizations / agencies inside and outside of NGC during execution of Project.
iv. Check/review and monitor schedule for construction activities prepared by the Contractors to ensure the timely completion of Project.
v. Propose to NGC for approval of any changes in the plans due to difficulties or barriers, which were not expected at the start of the project or changes which are deemed necessary for the completion of the work, indicating any effect the changes may have on the contract amount and any additional time required to complete the project. Submit all necessary change orders including revisions and/or alteration of plans and specification and other details. Also prepare variations orders for approval by NGC and issuance thereof.
vi. Check construction in accordance with construction drawings. Assist contractor in approval of revised plan & profile drawings, if found any alteration as per site requirement. Ensure the "as-built drawings" are prepared for all the works as the works are finalized.
vii. If, for any reason, there is a change in design/construction in any item of the said Transmission Line due to inevitable field conditions, the consultant must report/comment and give recommendations to the Project authority on Contractor’s proposal.
viii. Supervise and verify work as per detailed survey, sub-soil investigations and earth resistivity measurements reports.
ix. Upon substantial completion of works, inspect the works and inform the contractor in writing regarding the items needing certification for full completion. Upon full completion, the consultant shall assist NGC in doing the inspection of the project in connection with the issuance of the Completion Certificate stating the date or dates from which the Maintenance Period shall start. Consultant will issue taking over certificates after prior approval by NGC and completion of outstanding works.
x. Perform any and all other items of work not specifically mentioned above, but which are necessary and essential to successfully supervise and control the construction activities in accordance with the plans, specifications and terms of contract.

## 2.2 Project Management, Quality Control and Safety.

i. Check and make recommendations on quality assurance and quality control plan as submitted by contractors.

ii. For determining that the construction works and the material conform to the specification and standards, the consultant shall require the contractor to carry out or cause to be carried out all necessary tests as provided in technical specifications and in accordance with Good Industry practice for quality assurance. The consultant shall issue necessary directions to the contractor for ensuring that the tests are conducted in a fair and efficient manner and shall monitor and review the results thereof.

iii. The consultant shall prepare a schedule/program to carry out/witness inspections/tests and notify the same to the Engineer, who may, in its discretion depute its representatives to be present during the inspection/tests.

iv. In the event that the Contractor carries out any remedial works for removal or rectification of any defects or deficiencies, the consultant shall require the contractor to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards.

v. In the event that the contractor fails to achieve any of the Project milestones/timelines, the consultant shall undertake a review of the progress of construction and identify potential delays, if any. If the consultant shall determine that completion of the Transmission System is not feasible within the time specified in the contract agreement, it shall require the contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the contractor, the consultant shall review the same and send its comments to the employer, Engineer and the Contractor forthwith.

vi. If at any time during the Construction Period, the Consultant determines that the Contractor has not made adequate arrangements for the safety of workers or any other persons in the zone of construction, or that any work is being carried out in a manner that threatens the safety of the workers or any other persons in the zone of construction, it shall make a recommendation to the Employer forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.

vii. In the event that the Contractor carries out any remedial measures to secure the safety of suspended works and other persons in the zone of construction, it may, by notice in writing, require the Consultant to inspect such works, and within 3 (three) days of receiving such notice, the Consultant shall inspect the suspended works and make a report to the Employer forthwith, recommending whether or not such suspension may be revoked by the Employer.

viii. If suspension of Construction Works is for reasons not attributable to the Contractor, the Consultant shall propose the extension of dates set forth in the Project Completion Schedule, to which the Contractor is reasonably entitled along with any financial implications that it may have.

ix. Monitor schedules for material procurement offered by the contractors/suppliers to ensure timely completion of the project.

x. Monitor the progress of delivery for installation and check/review the status of installation as per detailed design and provide feedback to the project Authority and the Engineer on weekly/monthly basis.
xi. Maintain record of the material utilized & Reconciliation of material for the project.

## 2.3 Verification of contractor's Invoices

i. Measure and determine quantities for certification or progress payments due to the contractor in accordance with the provisions of the respective contract document.
ii. Review and check contractor's request for payments and issue certificate to NGC for payment to the contractor(s).
iii. Scrutinize contractor's claims and submit recommendations to NGC.
iv. Submit reviewed monthly invoices to NGC for settlements of payments due to the contractors.
v. Assist in liaison and final settlements of the claims between NGC and contractors except in the cases of litigation and arbitration. Also provide recommendations on any outstanding claims of the contractors.

## 2.4 Support in Implementation of EMP and RAP

The Consultants would provide support in the implementation of the EMP. The EMP will consist of mitigation measures, monitoring program and institutional development/strengthening program for implementation of the EMP. The EMP activities would be incorporated in the main construction contracts to the extent possible. The EMP activities which cannot be included in the main construction contract would be implemented through additional construction contracts, management, institutional, or technical assistance. The Consultants would carry out the designs of such program and help, monitor and supervise their implementation.
Provide support in implementation of RAP activities during the project implementation, including support to purchase of properties, for that purpose, preparation of documentation to help in negotiations with the beneficiaries, in obtaining of local permits, etc. This may also include identification of alternative sites for resettling people and related assets and cultural properties, development of the sites for resettlement, including planning, infrastructure, utilities, and replacement houses etc.

The Consultants will write Terms of Reference (TORs) for any additional work that have to be carried out under the project for which additional services will be required and identified during project implementation.

## 2.5 Supervision in Defects Liabilities Period and Completion of the Project

Supervise completion of the outstanding works and removal of the defects by the contractor(s) during defects liability period (a period of 12 months after issuance of the Taking Over, certificate) and issue Defect Liability Certificate(s).

## 2.6 Preparation of Reports and Documents

a. The Consultant shall Prepare detailed implementation plan in coordination with the Contractor with monthly reviews, comments and updates. Implementation plan report should indicate the activity-wise phasing of construction. Steps that could be taken to reduce the period of construction should also be indicated. Identify the critical factors that could affect construction/implementation of the project and develop a detailed management plan and recouping strategies for such factors.

b. Consultant shall submit a Monthly Progress Report that summarizes all aspects of the completed month and cumulative work progress. The objectives of the Monthly Progress Report are to:

    i. Provide a reliable and readily accessible summary record of the project activities and progress during the just completed month.
    ii. Provide a detailed description of all works actually completed to date and revision to the project schedule, required, which shall reflect changes in the critical path since the date of the last revision.
    iii. Identify issues and problems requiring action by the NGC, Consultant or Contractor including issues of conflicting priorities.
    iv. Identify the problems encountered or anticipated together with steps taken or recommended for their correction
    v. Provide a forecast of the work to be accomplished in the next month.
    vi. List the Contractor's equipment and work force; evaluate the adequacy of working methodology & resources employed by the contractor and make recommendations thereto.
    vii. Provide information to help substantiate Consultant's pay request.

c. The consultant will prepare quarterly progress reports on physical and financial progress of the project and distribute these to NGC. Summarizing the construction activities indicating among other things, disbursement, accomplishment, activities, contract changes, claims or disputes or any other substantive matters having an effect on the amount, cost and progress of the work.

d. Upon completion of the project the Consultant will prepare the Project Completion Report.

All reports/documents should be in English language and content/format of the same should be finalized with concurrence of NGC. For each report submitted an electronic copy will also be provided.

### 3. Documents and Services to be provided/handled by the Client

(a) The Client shall make available as and when required by the consultants after the effectiveness of the contract, the following documents:

    i. Contract documents for the construction contract

ii. Vendor's drawings & technical data and other information on the equipment and devices to be used on transmission line.
iii. NGC's approved drawings/procedures/proforma for construction of civil works, installation, testing & commissioning of transmission line.
iv. All necessary data, information, drawings required to carry out construction supervision of transmission line.

The list if warranted shall be supplemented subsequently.

(b) The client will assist for any technical and administrative support the consultants may need for the performance of services.

**4. Special Services**

If the services of the Consultants are required in connection with the Project for arbitration or litigation between the Client and third parties or to carry out additional investigations or to make some special studies or to carry out supervision of construction not covered above or to carry out services after taking-over of works by the Client, such services will be considered as Special Services and upon written authorization by the Client, the Consultants shall undertake such services on the terms of remunerations which shall be negotiated separately.

**5. Baseline Schedule & Revisions**

The baseline schedule shall be prepared by Contractor. A critical path schedule for the project from contract date to final completion date using Primavera P6 or any other suitable scheduling software. The project schedule shall provide a basis for status of the work. The said baseline schedule shall be submitted showing 'S' curve to NGC duly vetted by Consultant.

Consultant shall constantly check and if whether Contractor's activities are in line with Baseline Schedule, in case of any delay, consultant is responsible to discuss with contractor the adjustment of activities and their individual timelines to make up the delay. The contractor shall, in light of such discussion, submit revised schedule which shall be vetted by consultant.

**6. PROFILE OF CONSULTANT**

It is a requirement that the consulting firm that is to be selected for the work shall have its core business as consultancy in the power transmission sector. Key personnel to be assigned shall have adequate qualifications and substantial experience in the said sector. *The Consultants are free to propose a staffing plan and skill mix necessary to meet the objectives and scope of services.* If all the required skills are not available within the consulting firms, they are encouraged to make joint ventures with other firms.

The Project Manager/Team Leader will be stationed at **Islamabad for Lot-I and Lahore for Lot-II,** Pakistan, and will be required to travel during different important phases of project execution. The consultant will be required to station an experienced Resident Engineers at site for the duration of the assignment who will backstop the Project Manager/Team Leader. He will be required to travel during project execution. All key experts should be fluent in English.

In addition, the Consultant shall employ Site Supervising Engineer(s) who is expected to reside at each site during the construction stage of the sites.

Key staff and qualifications requirements for each position for carrying out the assignment are the following:

| Sr. No. | Staff Skills | Minimum Qualification / Experience |
|---|---|---|
| **Key Staff** | | |
| 1 | **Project Manager/ Team Leader** | The project manager will be responsible for the overall coordination of the Consultant's services to ensure the satisfactory fulfilment of the requirements of the Terms of Reference.<br><br>The Project Manager should have a bachelor's degree in Electrical/Mechanical/Civil Engineering or equivalent and a minimum of 15 years of experience in Engineering Industry and 07 Years relevant experience (planning, managing and supervising works related to design, construction of 220kV or above voltage level transmission line). Certifications in Project Management (PMP®) and Risk Management (RMP® will be preferred.<br><br>He / She should be able to lead the project design team and be capable of handling the design requirement during detailed engineering design review and construction design, construction supervision etc.<br><br>The Project Manager should be an individual with good communication skills in the English language, both written and oral, and a high sense of organization and responsibility.<br>The Project Manager will conduct the tasks including but not limited to:<br>i. Ensuring that all project related activities are performed and met as per contract agreement.<br>ii. Provide necessary inputs and advice to the project team and NGC;<br>iii. Contribute to capacity building of NGC counterpart staff;<br>iv. Prepare the regular reports and final project report consisting of information needed by NGC and lending agencies. |

| | | |
|---|---|---|
| 2 | **Contracts Expert** | He should be an Engineering graduate from a recognized University with trainings or certifications in relevant field and 12 years overall experience and minimum 05 years exposure to Project related activities including review of contractor's claims, variations and vetting of EOT claims. |
| 3 | **Transmission Line Survey Expert** | He should have a Bachelor Degree in relevant field from a recognized University and/or an MS in degree in GIS/RS with 12 years overall experience and minimum 05 years exposure to Project related activities including dealing with satellite imagery and mapping of transmission lines using latest software & techniques and have experience in detailed plans and profiling drawings along with contour markings. |
| 4 | **Engineering Expert (Civil)/ Structures** | He should have a Bachelor Degree in Civil/Structural Engineering from a recognized University with 12 years overall experience and minimum 05 years' experience in engineering & designing of foundations and protection structures for EHV transmission line towers. |
| 5 | **Geotechnical Expert** | He should have a Bachelor Degree in relevant field from a recognized University with 12 years overall experience and minimum 05 years exposure to Project related activities. He should have thorough understanding of following tasks:<br>i. Detailed Subsoil assessment & Protection<br>ii. Earth movement assessment & Protection<br>iii. Scour and flood assessment & protection. |
| 6 | **Construction Supervision Expert (Electrical)** | The Construction Supervision Engineer should have a bachelor's degree in Electrical Engineering, a minimum of 10 years of experience in Engineering Industry and 05 Years specific experience of Construction Supervision of 220kV or above voltage level Transmission Lines involving erection of towers & stringing of conductor/OPGW. |
| 7 | **Junior Construction Supervision Engineer (Electrical)** | He should have at least bachelor degree in Electrical Engineering from a recognized university with 07 years of overall experience and minimum 03 years specific experience of Construction Supervision of 220kV or above voltage level Transmission Lines involving erection of towers & stringing of conductor/OPGW. |
| 8 | **Construction Supervision Expert (Civil)** | The Construction Supervision Engineer Civil should have a bachelor's degree in Civil Engineering, a minimum of 10 years of experience in Engineering Industry and 05 Years specific experience of Construction Supervision of 220kV or above voltage level Transmission Lines involving construction supervision of tower foundations. |

| | | |
|---|---|---|
| 9 | **Junior Construction Supervision Engineer (Civil)** | He should have at least bachelor degree in Civil Engineering from a recognized university with 07 years of overall experience and minimum 03 years specific experience of Construction Supervision of 220kV or above voltage level Transmission Lines involving construction supervision of tower foundations. |
| 10 | **Environment /Social/ Resettlement Expert** | He should have Master's degree in Environmental Engineering/Social Sciences from a recognized university. He should have at least overall experience of 12 years with 05 years working on similar assignments/projects. He must have experience of developing EMPs and RAPs as per international standards and guidelines. |
| 11 | **Health & Safety Specialist** | He should have a Bachelor Degree in relevant field from a recognized University with 12 years overall experience and minimum 05 years of experience in health and safety management or a related field, preferably within the context of electrical transmission lines. He should have a strong understanding of health and safety regulations and standards for electrical transmission lines, coupled with the ability to develop and implement effective plans and procedures. He will also ensure compliance of health and safety standards at site during entire project duration. |
| 12 | **Testing and Commissioning Expert** | He should have at least bachelor degree in Electrical Engineering from a recognized university with 12 years over all experience and minimum 05 years to project related activities including preparation of testing/commissioning protocols, vetting test plans and equipment, carry out internal check before actual testing/commissioning based on protocols and monitoring the field testing. |

## 7. Reports

The Consultant will prepare reports in English and provide two hard and one soft copy of the key reports to NGC. Additional, reports may have to be prepared as needed by NGC. The Consultant shall prepare the following reports during the execution of the project:

**I: Construction Supervision & Installation Phase**

- **a.** Detailed (master) Implementation Schedule (DIS).
- **b.** Detailed Interface document (DID).
- **c.** Monthly progress reports (MPR) and Quarterly progress reports (QPR) on Planning Commission approved PC-III Performa.
- **d.** Final Report (FR);
- **e.** Other reports necessary for the assignment.

**II Post Construction Phase**

Project Completion Report (PCR);

A narrative description of each of the above-mentioned reports is provided below:

**a. Detailed Implementation Schedule (DIS)**

The Consultant is responsible for the review of a detailed (master) implementation schedule submitted by contractor having all the sub projects and plans of the complete project till issuance of completion certificate and defect liability certificate. The DIS should be submitted in 2 hard and 1 soft copy to NGC.

**b. Detailed Interface Document (DID)**

The DID shall be submitted in 2 hard and 1 soft copy to NGC detailing all coordination interfaces between the two project components as well as internal and external relations, communications and responsibilities.

**c. Monthly and Quarterly Progress Reports (MPR) & (QPR)**

It is of utmost importance to have timely elaboration and submission of pertinent monthly progress reports during the course of the assignment. The report shall be submitted not later than the tenth day of the following month. The reports shall be submitted to NGC for review and approval. The format of technical reports must be discussed and agreed upon with NGC.

**d. Final Report (FR) for each subproject**

This report will summarize all aspects of each subproject implementation, final costs, suggestions and recommendations for future design and construction techniques and routine maintenance practice to be followed after the completion of the work. 2 hard and 1 soft copy will be submitted to the Employer for approval within one month after the project completion. The Employer will take four weeks to comment on draft reports.

**e- Project Completion Report (PCR)**

Prepare a completion report prior to leaving site including recommendations for operations monitoring, reporting, claims management and monitoring during the defect reliability period.

The final PCR will incorporate comments from NGC and 5 hard and 1 soft copy of PCR will be printed two weeks after comments are submitted. The final Report shall be prepared on the Planning Commission approved PC-IV Performa.

| **TYPE OF REPORT** | **QUANTITY** | **SUBMISSION TIME** | **MAX. TIME FOR CLIENT APPROVAL** |
|---|---|---|---|
| Detailed (master) Implementation Schedule (DIS) | 2 hard and 1 soft copy | As per time schedule (to be finalized during contract negotiation) | 7 days |

| | | | |
|---|---|---|---|
| Detailed Interface document (DID) | 2 hard copies + 1 soft copy | As per time schedule (to be finalized during contract negotiation) | 7 days |
| Monthly progress Reports | 1 hard and 1Copy + soft copy | 7th day of following calendar month | 7 days |
| Quarterly Progress Reports with Presentation | 2 hard and 1 soft copy | 7th day of the end of the quarter | 7 days |
| Draft Final Report with the Presentation in Power point | 2 hard and 1 soft copy | One month before the end of the assignment | 15 days |
| Completion Report | 2 hard and 1 soft copy | Immediate after the end of the assignment | 15 days |

## 8. Delay

If there is any delay in Project resulting from any delay linked with activities mentioned in Terms of Reference (TORs), the Consultant and Contractor shall be equally held responsible for the delay in progress, if not properly reported and justified by the Contractor and duly vetted by Consultant.

## 9. Completion Period

Lot-I: All the works are required to be completed within thirty (30) months including 18 months construction period and 12 months Defect Liability Period after issuance of taking over certificate and completion of work by the Contractors.

Lot-II: All the works are required to be completed within thirty (24) months including 12 months construction period and 12 months Defect Liability Period after issuance of taking over certificate and completion of work by the Contractors.

## 10. Housing and Office Facilities for the Consultant

i) The Consultant shall establish their project office near the Client's office. The Construction Manager and field engineers will maintain Field Office/Camp(s) at the site(s).

ii) 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.

## 11. Transport

Consultant shall arrange the vehicles himself and the rental and running cost per month of vehicles to be deployed at Project/Head office/site shall be paid by the NGC at actual. Rental cost per month for each type of vehicle shall be indicated in the direct cost.

## 12. Total Estimated Man-Months

The estimated total man-month input of key personnel, technical and support staff for consultants for the assignment are as under:

**Lot-I**

| Description | Man-Months |
|---|---|
| Key Personnel | 131 |
| Support Staff | 60 |
| **Total** | **191** |

**Lot-II**

| Description | Man-Months |
|---|---|
| Key Personnel | 74 |
| Support Staff | 35 |
| **Total** | **109** |

**Lot-I: Estimated Man-Months of Personnel for Construction Supervision and allied activities including Defect Liability Period for 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor from 500kV Sialkot Substation to 500kV Lahore North Substation (75 Km approx.).**

| Sr. No. | Position | Man Months |
|---|---|---|
| **A.** | **KEY PERSONNEL** | No. |
| 1. | Project Manager / Team Leader | 20* |
| 2. | Contracts Expert | 02* |
| 3. | Transmission Line Survey Expert | 02* |
| 4. | Engineering Expert (Civil)/Structures | 02* |
| 5. | Geotechnical Expert | 02* |
| 6. | Construction Supervision Expert (Elect.) | 12* |
| 7. | Junior Construction Supervision Engineer (Elect.)-I | 12* |
| 8. | Junior Construction Supervision Engineer (Elect.)-II | 12* |
| 9. | Construction Supervision Expert (Civil) | 12* |
| 10. | Junior Construction Supervision Engineer (Civil)-I | 12* |
| 11. | Junior Construction Supervision Engineer (Civil)-II | 12* |
| 12. | Environmental/Social/Resettlement Expert | 02* |
| 13. | Health & Safety Specialist | 18* |
| 14. | Testing & Commissioning Engineer | 01 |
| 15. | Others | 10 |
| | **Sub-Total** | **131** |
| **B.** | **SUPPORT STAFF** | **60** |
| | **TOTAL** | **191** |

*: These are not continuous months but are intermittent as per requirement of site activities.

**Note:**

1. Separate Teams shall be proposed for Lot-I & Lot-II
2. The Consultant may propose their own positions and an adjustment of man-months for key and other personnel, as considered necessary by them for performance of assignment, or increase/re-adjust any key expert's man months as considered appropriate. However total man months of experts should not exceed the total given above.
3. All the key personnel of Consultant should be nominated by name in the proposal.
4. The key personnel must be proficient in written and spoken English.
5. The Consultant shall also give an undertaking of the availability of key personnel and non-overlapping with other assignments during execution and shall also undertake that no replacement will be made without prior approval of the client. The Consultant shall provide details of their ongoing commitments along with their proposal.

**Lot-II: Estimated Man-Months of Personnel for Construction Supervision and allied activities including Defect Liability Period for 500kV Double Circuit Transmission Line on Quad Bundled ACSR Drake Conductor for In/Out of the existing 500kV Multan-Sahiwal (Yousaf wala) Single Circuit at Vehari Substation (35 Kms).**

| Sr. No. | Position | Man Months |
|---|---|---|
| **A.** | **KEY PERSONNEL** | No. |
| 1. | Project Manager / Team Leader | 14* |
| 2. | Contracts Expert | 01* |
| 3. | Transmission Line Survey Expert | 01* |
| 4. | Engineering Expert (Civil)/Structures | 01* |
| 5. | Geotechnical Expert | 01* |
| 6. | Construction Supervision Expert (Elect.) | 08* |
| 7. | Junior Construction Supervision Engineer (Elect.) | 08* |
| 8. | Construction Supervision Expert (Civil) | 08* |
| 9. | Junior Construction Supervision Engineer (Civil) | 08* |
| 10. | Environmental/Social/Resettlement Expert | 01* |
| 11. | Health & Safety Specialist | 12* |
| 12. | Testing & Commissioning Engineer | 01 |
| 13. | Others | 10 |
| | **Sub-Total** | **74** |
| **B.** | **SUPPORT STAFF** | **35** |
| | **TOTAL** | **109** |

*: These are not continuous months but are intermittent as per requirement of site activities.

Note:
1. Separate Teams shall be proposed for Lot-I & Lot-II
2. The Consultant may propose their own positions and an adjustment of man-months for key and other personnel, as considered necessary by them for performance of assignment, or increase/re-adjust any key expert's man months as considered appropriate. However total man months of experts should not exceed the total given above.
3. All the key personnel of Consultant should be nominated by name in the proposal.
4. The key personnel must be proficient in written and spoken English.
5. The Consultant shall also give an undertaking of the availability of key personnel and non-overlapping with other assignments during execution and shall also undertake that no replacement will be made without prior approval of the client. The Consultant shall provide details of their ongoing commitments along with their proposal.

# PART II

# Section VII. Conditions of Contract and Contract Forms

## Foreword

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

2. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.

# Section VII
# STANDARD FORM OF CONTRACT

# Contract for Consultant's Services

**Project Name ____________________________**

***[Loan/Credit/Grant]* No.____________________**

**Contract No. _____________________________**

**between**

_____________________________________

***[Name of the Procuring Agency]***

**and**

_____________________________________

***[Name of the Consultant]***

**Dated: ________________________**

# 3. Form of Contract

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

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

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

WHEREAS

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

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

(c) the Procuring Agency has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate:)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract
   (b) The Special Conditions of Contract;
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates
Appendix D: Reimbursable Cost Estimates
Appendix E: Form of Advance Payments Guarantee

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

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

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

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

For and on behalf of *[Name of Procuring Agency]*

*[Authorized Representative of the Procuring Agency – name, title and signature]*

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

______________________________________________
*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

______________________________________________
*[Authorized Representative on behalf of a Joint Venture]*

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

# 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.

(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, 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**.<br><br>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**. |
| **7. Location** | 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the 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 |

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

| | |
|---|---|
| **Become Effective** | event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| **13. Commencement of Services** | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**. |
| **14. Expiration of Contract** | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**. |
| **15. Entire Agreement** | 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| **16. Modifications or Variations** | 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.<br><br>16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required. |
| **17. Force Majeure** | |
| **a. Definition** | 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.<br><br>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.<br><br>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. |

**b. No Breach of Contract**

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

**c. Measures to be Taken**

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

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) 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

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 Clauses 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 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.

| | |
|---|---|
| **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. |

**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 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 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.

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 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.**

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

**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

(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 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.

# Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| **1.1(b) and 3.1** | **The Contract shall be construed in accordance with the law of Pakistan.**<br>*[However, the Parties may consider the option of choice of law and choice of forum, if the same has been acceded to by the Government of Pakistan, and it is protected by the respective statutory instrument.]* |
| **4.1** | **The language is: English** |
| **6.1 and 6.2** | **The addresses are:**<br>Procuring Agency:- National Grid Company of Pakistan Limited (NGC).<br><br>**Attention: Director General (Procurement) NGC**<br>8th Floor-Shaheen Complex, Egerton Road<br>Lahore, Pakistan (Postal Code: 54000)<br>Telephone No. 92-42-99202597<br>E-mail address: dg.procurement@ngc.gov.pk<br>Consultant:- ____________________________________________<br>____________________________________________________<br>**Attention:** _______________________________________<br>E-mail address: ____________________________________ |
| **8.1** | *[Note: If the Consultant consists only of one entity, state "N/A";*<br>*OR*<br>*If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]*<br>**The Lead Member on behalf of the JV is** ____________ ______________________________ *[insert name of the member]* |
| **9.1** | **The Authorized Representatives are:**<br><br>**For the Procuring Agency:** *[name, title]*____________________<br><br>**For the Consultant:** *[name, title]*_________________________ |
| **11.1** | The Contract shall become effective on the date of its signing by both parties. |
| **12.1** | **Termination of Contract for Failure to Become Effective:**<br><br>The time period shall be **Three (03) months** or the parties may agree with mutual consent. |
| **13.1** | **Commencement of Services:** |

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| | **The number of days shall be seven (07) days.**<br>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert. |
| **14.1** | **Expiration of Contract:**<br><br>The time period shall be:<br>**Lot-I:** Thirty (30) months<br>**Lot-II:** Twenty-Four (24) months |
| **21 b.** | The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: <u>**Yes**</u> |
| **23.1** | **No additional provisions.**<br><br>*[OR]:*<br><br>The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:<br><br>**"Limitation of the Consultant's Liability towards the Procuring Agency:**<br><br>**(a)** Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency's property, shall not be liable to the Procuring Agency:<br><br>(i) for any indirect or consequential loss or damage; and<br><br>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;<br><br>**(b)** This limitation of liability shall not<br><br>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;<br><br>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the *[insert "*Applicable Law*", if it is the law of the Procuring Agency's country, or insert "*applicable law in the Procuring Agency's country*", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Procuring Agency's country].*<br><br>*[<u>Notes to the Procuring Agency and the Consultant</u>: Any suggestions made by the Consultant in the Proposal to introduce* |

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| | *exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Procuring Agency to what was included in the issued RFP.]* |
| **24.1** | **The insurance coverage against the risks shall be as follows:**<br><br>*[Note: Delete what is not applicable except (a)].*<br><br>**(a) Professional liability insurance, with a minimum coverage of** ______________________ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;<br><br>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Agency's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Procuring Agency's country"]*;<br><br>(c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Procuring Agency's country"]*;<br><br>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Procuring Agency's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and<br><br>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. |
| **27.1** | *[If applicable, insert any exceptions to proprietary rights provision______________________________________]* |
| **27.2** | *[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:*<br><br>*[***The Consultant shall not use these** *[insert what applies…… **documents and software……….]*** **for purposes unrelated to this Contract without the prior written approval of the Procuring Agency**.]<br><br>*OR* |

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| | [**The Procuring Agency shall not use these** *[insert what applies…….**documents and software……….**]* **for purposes unrelated to this Contract without the prior written approval of the Consultant**.]<br>*OR*<br><br>***[*Neither Party shall use these** *[insert what applies…….**documents and software……….]*** **for purposes unrelated to this Contract without the prior written approval of the other Party***.]*** |
| **29. Code of Conduct** | The Consultant is "required" / "not required" *[select option as applicable]* to have a Code of Conduct for Experts as per the policy of the Authority. |
| **33. Removal of Experts or Sub-consultants** | ***The following provision is inserted after Clause 33.2***<br><br>*33.3 The Consultant will notify the Employer as well as the Project Manager/Engineer of any changes in non-key experts and will share the list of its entire team including Key and Non-Key experts in each monthly statement/invoice/progress report.* |
| **36.1 (a) through (f)** | *[List here any changes or additions to Clause GCC 36.1. If there are no such changes or additions, delete this Clause SCC 36.1.]* |
| **36.1(f)** | *[List here any other assistance to be provided by the Procuring Agency. If there is no such other assistance, delete this Clause SCC 36.1(f).]* |
| **42.2** | **The ceiling in foreign currency or currencies is: ____________________** *[insert amount and currency for each currency] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.**<br><br>**The ceiling in local currency is**: **___________________** *[insert amount and currency] [indicate:* **inclusive** *or* **exclusive**] **of local indirect taxes.**<br><br>**Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall** *[insert as appropriate: "***be paid***" or "***reimbursed***"]* **by the Procuring Agency** *[insert as appropriate: "***for" or "to***"]* **the Consultant.**<br><br>**The amount of such taxes is ____________________** *[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]* |
| **43.2** | *The following text is inserted at end of the GCC Clause*<br><br>*"The final payment representing not less than [proposed* **5%]** *Contract value shall only be made after the satisfactory completion certificate issued by the Client."* |

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| **43.3** | **Price adjustment on the remuneration applies**.<br><br>*If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency's country. A sample provision is provided below for guidance:*<br><br>Payments for remuneration made in foreign and local currency shall be adjusted as follows:<br><br>(1) Remuneration paid in foreign currency on the basis of the rates set forth in **Appendix C** shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness) by applying the following formula:<br><br>$R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ {or $R_f = R_{fo} \times [\ 0.1 + 0.9 \frac{I_f}{I_{fo}}\ ]$}<br><br>where<br>$R_f$ is the adjusted remuneration;<br>$R_{fo}$ is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;<br>$I_f$ is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and<br>$I_{fo}$ is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.<br><br>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to $I_f$ and $I_{fo}$ in the adjustment formula for remuneration paid in foreign currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"*]<br><br>(2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every *12* months (and, for the first time, with effect for the remuneration earned in the *13*th calendar month after the date of the Contract Effectiveness) by applying the following formula: |

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| | $R_l = R_{lo} \times \frac{I_l}{I_{lo}}$ {or $R_l = R_{lo} \times [\ 0.1 + 0.9 \frac{I_l}{I_{lo}}\ ]$}<br><br>where<br>$R_l$ is the adjusted remuneration;<br>$R_{lo}$ is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;<br>$I_l$ is the official index for salaries in the Procuring Agency's country for the first month for which the adjustment is to have effect; and<br>$I_{lo}$ is the official index for salaries in the Procuring Agency's country for the month of the date of the Contract.<br><br>***The Consumer Price index published by Pakistan Bureau of Statistics (PBS) shall form basis for determination of price adjustment.***<br>The Procuring Agency shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to $I_l$ and $I_{lo}$ in the adjustment formula for remuneration paid in local currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency*]<br><br>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor $X_0/X$. $X_0$ is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. $X$ is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect. |
| **43.6** | **Following provision is hereby inserted as 43.6**<br><br>***"upon availability of proper justifications,*** *the Client reserves the right to stop the payments against Consultant's monthly invoices if the %age progress of the site activities lags the %age utilization of Consultant's man months by a factor of 10% ".* |
| **44.1 and 44.2** | **The Procuring Agency warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):*<br><br>*If ITC16.3 indicates a tax exemption status, include the following:* "**the Consultant, the Sub-consultants and the Experts shall be exempt from**"<br><br>*OR* |

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| | *If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Agency shall pay the withholding tax or the Consultant has to pay, include the following:*<br><br>*“***the Procuring Agency shall pay on behalf of the Consultant, the Sub-consultants and the Experts,***” OR “***the Procuring Agency shall reimburse/[pay after withholding as per applicable laws] the Consultant, the Sub-consultants and the Experts***”]*<br><br>**any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Agency’s country, on the Consultant, the Sub-consultants and the Experts in respect of:**<br><br>**(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Procuring Agency’s country), in connection with the carrying out of the Services;**<br><br>**(b) any equipment, materials and supplies brought into the Procuring Agency’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;**<br><br>**(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring Agency and which is treated as property of the Procuring Agency;**<br><br>**(d) any property brought into the Procuring Agency’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Procuring Agency’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Agency’s country, provided that:**<br><br>**(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Procuring Agency’s country in importing property into the Procuring Agency’s country; and**<br><br>(ii) **if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring Agency’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Procuring Agency’s country, or (b) shall reimburse them to the Procuring Agency if they were paid by the Procuring** |

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| | **Agency at the time the property in question was brought into the Procuring Agency's country.**<br><br>However the reimbursement of indirect taxes will be contingent upon registration of the Consultant with the relevant tax bodies (Federal/Provincial). In case of non-registration, the tax liability will be discharged from Consultant's invoices. |
| **45.1** | The currency of payment shall be Pakistani Rupees (PKR). |
| **46.1(a)** | *[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]*<br><br>The following provisions shall apply to the advance payment and the advance bank payment guarantee:<br><br>(1) An advance payment of **10 percent of total contract amount** in local currency (PKR) shall be made within **30 days** after the Effective Date. The advance payment will be set off by the Procuring Agency in equal installments against the statements for the first **12 months** of the Services until the advance payment has been fully set off.<br><br>(2) The advance bank payment guarantee shall be in the amount and in the currency of the of the advance payment (PKR). |
| **46.1(b)** | **The Consultant shall submit to the Procuring Agency itemized invoices statements Monthly.** |
| **46.1(e)** | **The accounts are:**<br><br>for foreign currency: *[insert account]*.<br>for local currency: *[insert account]*. |
| **47.1** | **The interest rate is**: The compensation on delayed payments for local and foreign currency shall be as follows: **NIL** |
| **49.** | **Dispute Resolution**<br>i. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and 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 diligent negotiations in good faith within 14 (fourteen) days |

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| | following a notice sent by one Party to the other Party in this regard.<br><br>ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.<br><br>iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Lahore~~,~~ Pakistan and proceedings will be conducted in English language.<br><br>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.<br><br>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.<br><br>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 to the Service Provider.<br><br>**Arbitrator's fee:**<br><br>The fee shall be shared equally by both parties.<br>**Appointing Authority for Arbitrator:**<br>By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chairman Pakistan Engineering Council for appointment of sole arbitrator.<br><br>**Rules of procedure for arbitration proceedings:**<br><br>Any dispute between the Procuring Agency and a Consultant who is a national of the Islamic Republic of |

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| | Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.<br><br>**Place of Arbitration and Award:**<br>The arbitration shall be conducted in English language and place of arbitration shall be at Lahore. The award of the arbitrator shall be final and shall be binding on the parties. |

# I. Appendices

# Appendix A – Terms of Reference

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

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

# Appendix B - Key Experts

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

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

# Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

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

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Procuring Agency has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

   *"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Procuring Agency prior to the Contract's negotiations.*

*Should these representations be found by the Procuring Agency (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Agency shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Agency before any such modification, (i) the Procuring Agency shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Agency to the Consultants, the Consultants shall reimburse to the Procuring Agency any excess payment within thirty (30) days of receipt of a written claim of the Procuring Agency. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final statement approved by the Procuring Agency in accordance with Clause GCC 46.1(d) of this Contract."*

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

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

(Expressed in [insert name of currency])*

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

1 Expressed as percentage of 1
2 Expressed as percentage of 4

* If more than one currency, add a table

______________________________

Signature

______________________________

Date

Name and Title: ______________________________

# Appendix D – Reimbursable Expenses Cost Estimates

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

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

# Appendix E - Form of Advance Payments Guarantee

*[See Clause GCC 46.1(a) and SCC 46.1(a)]*

*{Guarantor letterhead or SWIFT identifier code}*

**Bank Guarantee for Advance Payment**

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

**Beneficiary:** _________________ *[insert Name and Address of Procuring Agency]*

**Date:** ____________*[insert date]*____

**ADVANCE PAYMENT GUARANTEE No.:** ___________*[insert number]*______

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ___________ *[amount in figures]* (___________) *[amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number ___________ at _________________ *[name and address of bank]*.

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

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

_____________________
*[signature(s)]*

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

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

# NATIONAL TRANSMISSION & DESPATCH CO. LTD

## Company Secretary

No. NTDC/CS/ 191-207 | Dated: 27 – 02 – 2019

# NOTIFICATION

## Approval for revision of SoP for Blacklisting

Ref: This office notification No.NTDC/CS/1728-42 dated 25.07.2017.

The Board of Directors National Transmission & Despatch Company Limited (NTDC) in its 150th meeting held on 25.02.2019 against agenda item No.10 has unanimously resolved and approved the revised/amended SoP for Blacklisting.

Ijaz Ahmad
**Company Secretary**

**Copy to:**

1. Managing Director.
2. Dy. Managing Director (AD&M).
3. Dy. Managing Director (P&E).
4. All General Managers.
5. Chief Financial Officer.
6. Chief Law Officer.
7. Chief Internal Auditor.
8. Chief Information System.

A copy of the revised SoP for Blacklisting is enclosed.

# NATIONAL TRANSMISSION & DESPATCH CO. LTD

## Company Secretary

**No. NTDC/CS/** 444-60 **Dated:** 29 - 03 **– 2019**

## CORRIGENDUM

### Approval for revision of SoP for Blacklisting

In continuation to this office Notification No.NTDC/CS/191-207 dated 27.02.2019 on the subject matter, the designation of Chief Engineer (Reliability Assessment) being a committee member in Chapter No.3 under Clause 3.1 at page # 7 of the approved revised/amended SoP for Blacklisting may be read as 'Chief Engineer (Reliability Compliance)'.

**Note:**

- **All other contents of the notification will remain intact.**

**Ijaz Ahmad**
**Company Secretary**

**Copy to:**

1. Managing Director.
2. Dy. Managing Director (AD&M).
3. Dy. Managing Director (P&E).
4. All General Managers.
5. Chief Financial Officer.
6. Chief Law Officer.
7. Chief Internal Auditor.
8. Chief Information System.

# NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED (NTDC)

# REVISED SOP FOR BLACKLISTING

## (As on 25.02.2019)

# Table of Contents

# CHAPTER NO.1

## 1.1 INTRODUCTION

The main objectives of any procurement process are transparency, economy, fairness and efficiency so that value for money is achieved.

Blacklisting is one of the most effective tools used in the struggle against inefficiencies and corruption in connection with public procurement. In addition, it serves as a major deterrent against any material breach of contract and further ensures the timely execution of projects by holding delinquent persons accountable.

Rule-19 "Blacklisting of suppliers and contractors" of the Public Procurement Rules, 2004 (hereinafter "**PPRA Rules**") stipulates that;

*"The procuring agencies shall specify a mechanism and manner to permanently or temporarily bar, from participating in their respective procurement proceedings, suppliers and contractors who either consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the Authority:*
*Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard."*

In the light of the Clause above, this SOP has been drafted for procurements made by NTDC.

Any capitalised terms and abbreviations used in this SOP which are not defined herein shall have the meanings given to them in Public Procurement Regulatory Authority Ordinance, 2002 (hereinafter "**PPRA Ordinance**") and PPRA Rules.

## 1.2 EXTENT OF APPLICATION

i. The procedure shall be applicable and remain in force, along with any amendments thereto, within NTDC until any clear instructions or guidelines are imparted by the Government through PPRA, PEC, or any other competent forum.

ii. The procedure shall also be applicable on the pre-qualified firms.

iii. The procedure shall be applicable on any "Person", which for the purposes of this SOP shall *interalia* include suppliers, bidders, contractors, consultants, firms, individuals, and organizations transacting business with NTDC.

iv. Wherever any provision of this SOP shall be in conflict with provisions of any applicable guidelines of donor agencies, or any other applicable Statute / Law or Rule enforced at the time in Pakistan, the provisions of such applicable guidelines, laws, or rules shall prevail.

v. This SOP shall become a part of the future Bidding Documents and the person(s) will submit an Undertaking along-with his bid that he has read and accepts the provisions of this SOP. Non-submission of an Undertaking may result in rejection of his bid. The said Undertaking will subsequently become part of the Contract Agreement as well.

# CHAPTER NO. 2

## 2. REASONS OF BLACKLISTING

**2.1** The causes and reasons to be taken into consideration for Debarment / Blacklisting of any person are given as under:

### 2.1.1 Pre- Award Stage:

The following shall be considered, *interalia*, the causes / reasons for initiating proceedings under this SOP at the Pre-Award Stage:

i. Indulging in Corrupt, Fraudulent as well as Collusive practices.

ii. Submission of false and spurious documents, making false statements, making frivolous complaints and allegations to gain undue advantage.

iii. Commission of embezzlement, criminal breach of trust, theft, cheating, forgery, bribery, falsification or destruction of records, receiving stolen property, false use of trademark, securing fraudulent registration, giving false evidence, furnishing of false information of serious nature.

iv. Submission of false bid security or infringement of documents to get undue monetary or any other benefit.

v. Breach of confidentiality of evaluation process as mentioned in Appendix-1 based on illegal access or in any way to get undue benefit or to provide benefit or to frustrate the bidding/evaluation process. This will also include attempts to sabotage the bidding process directly or indirectly.

### 2.1.2 Post- Award Stage:

The following shall be considered, *interalia*, the causes / reasons for initiating proceedings under this SOP at the Post-Award Stage:-

i. Extraordinary delay in signing or refusal to accept the Notification of Award and/or the contract without any cogent reason.

ii. Misconduct, i.e., failure to proceed with the signed contract, withdrawal of commitments, quoting an unreasonably and unfairly low financial offer and subsequently withdrawing such an offer, frustrating the evaluation/bidding process and not responding to written communication in a reasonable time.

iii. Causes mentioned in Clause 2.1.1 (i, ii & iii) above.

iv. Submission of fake / frivolous or mutilated Performance Guarantee or Advance Payment Guarantee etc.

v. Non-satisfactory performance as mentioned in Appendix-2 during the execution of the contract.

vi. Non-performance or Breach of provisions / clauses of the contract agreements.

vii. Notwithstanding the warranty/defect liability period, any defect in a product, equipment, plant, facility or services rendered that may subsequently surface during field operations within 5 years of its commissioning.

viii. Failure to honour obligations within warranty period or defect liability period as defined in the contract.

**2.1.3 Other Causes**

i. The person is blacklisted by any Government department in Pakistan, or it is established that the firm is involved in any kind of corruption or corrupt practices anywhere in the world.

ii. Violations of provisions / instructions set down in the Bidding Documents.

iii. Any attempt / activity to malign or bring NTDC into disrepute and harm its interest(s).

iv. Person(s) blacklisted by International Financial Institutions (donor agencies) will be liable to be blacklisted after receipt of confirmation from the donor agencies without any further proceeding.

v. Any other cause deemed just and appropriate by NTDC in the given circumstances.

**Note:**

(1) If above mentioned causes occur either on part of the principal bidder or the local agent, both shall be considered for blacklisting / debarment.

(2) The authorization of the foreign bidder to local agent shall contain his complete particulars including the name of the company, name of the owner, National Tax number (NTN), CNIC (Computerized National Identity Card) No. etc. In case, the said information is found to be missing, even after calling for the same within a reasonable time, the authority letter shall not be accepted.

(3) The Bidding Documents shall be issued against original authority letter or in case of scanned copy, the email of the foreign bidder shall be enclosed. However, at the time of bidding, the original authority letter shall be attached with the bid. In the absence of the same, the bid shall be rejected.

# CHAPTER NO. 3

## 3. FORMULATION OF "NTDC'S RIGHTS PROTECTION COMMITTEE"

**3.1** A permanent Committee namely "NTDC's Rights Protection Committee (**RPC or Committee**)" comprising of the following members shall examine the justification of the reasons given by the Project Authority prior to blacklisting / debarment of any firm/supplier/contractor/ individual.

| | |
|---|---|
| • General Manager (Performance Assessment) NTDC | Convener |
| • Chief Engineer (Reliability Compliance) NTDC | Member |
| • Representative of the Chief Law Officer's Office | Member |

Depending upon the nature of the case, the Committee may consult or appoint / nominate additional members from within NTDC with the approval of Managing Director (NTDC), provided that the Committee consists of an odd number of individuals as per spirit of Rule 48(1) of the PPRA Rules. Independence of any additional members shall be ensured while making the selection of such additional members. Furthermore, the aforementioned RPC shall also be authorized to seek external expert advice as and when required.

# CHAPTER NO. 4

## 4.1 PROCEDURE FOR BLACKLISTING

Upon receipt of or obtaining information and/or knowledge that any person(s) is involved in practices mentioned in Chapter-2 earlier, the concerned Project Authority / formation shall promptly formulate its recommendations and submit through MD NTDC to NTDC RPC along with its findings, details of charges and documentary evidences to initiate proceedings under this SOP.

## 4.2 INITIATION OF AN ACTION

(i) Within a period of 15 days after receiving the recommendations of Blacklisting / Debarment from the concerned Project Authority, the Convener of the Committee shall issue a Show Cause Notice ("**Notice**") thereby informing the Person about the alleged charges and shall provide an opportunity to the defend said charges within a time period of 15 (fifteen) days.

(ii) The person(s) shall be accorded adequate opportunity of hearing in order to defend the charges within the given timelines.

(iii) The Notice to the Person shall be sent at the mailing/postal address as provided under the Contract or any other address provided by way of subsequent written communication by the Person The non-receipt of the Notice due to incorrect / change in mailing address without any written communication shall not be attributable to NTDC. In case of non-receipt of any reply from the accused person within the formulated time, but not less than the time given in 4.2 (i) above, the Committee shall have the right to proceed on Ex-parte basis.

## 4.3 DECISION

i. The committee shall hold an independent inquiry/investigation as the case may be, and, which may include site visits and interviews with the parties concerned. The Committee shall complete the entire inquiry/investigation, preferably within a period of 30 days after receipt of response from the person against whom proceedings under this SOP have been initiated and shall present the report to the MD NTDC.

ii. If required, the Committee may report the case to an appropriate law enforcement agency depending upon the nature of the case for detailed investigations with the prior approval of Managing Director (NTDC).
iii. The person against whom proceedings have been initiated under this SOP shall not proceed for arbitration/litigation during the proceedings for blacklisting.

## 4.4 COMMUNICATION OF DECISION

After recommendation for blacklisting by "NTDC's Rights Protection Committee **(RPC)**", the person concerned shall be informed within 10 days of such decision. The decision of the Committee will be notified on NTDC's and PPRA's websites and shall also be conveyed to Pakistan Engineering Council. Blacklisting of firms shall also be conveyed by circular to other Government Departments. All other relevant procuring agencies including PEPCO, DISCOs, and WAPDA, etc., will also be informed simultaneously.

## 4.5 PERIOD OF DEBARMENT FOR BLACKLISTED FIRMS

(i) The Blacklisting on the grounds and reasons specified herein above in Chapter No. 2 shall be for a reasonable specified period of time and as a general rule of prudence, the period may not exceed three years, except in cases where debarment/blacklisting has been done by any other government department or an International Financial Institution (Donor Agency).

(ii) In case the person has been blacklisted by the government department or the International Financial Institution (donor agency), the period of blacklisting/debarment shall be for a maximum period of 3 years or the time period for which the concerned government department/International Financial Institution (Donor Agency) debarred the contractor (whichever is higher).

## 4.6 ACTION AFTER PERSONS ARE PLACED ON BLACKLISTING LIST.

i. The decision of blacklisting will be immediately circulated to all concerned as mentioned at Clause 4.4 above.

ii. In case of a contract already awarded to a person which has been blacklisted and termination is either not possible or not feasible, the concerned Project Authority may proceed in this case to complete the contract with the approval of Competent Authority.

iii. The blacklisted person shall stand disqualified from bidding from the date of decision against them. Any pending bids shall also stand rejected. If a contract has already been awarded to person, it shall be voidable at the option of NTDC as per 4.6 (ii) above.

iv. A separate register or data base will be maintained for blacklisted firms indicating reasons and period.

## 4.7 EFFECTIVENESS

These guidelines / SOP or any amendments thereof shall take effect immediately after its approval from Board of Directors of NTDC.

# APPENDIX-1

**PROCESS TO DEAL WITH FRIVOLOUS COMPLAINTS**

It has been frequently observed that after opening of tenders, the bidders start to influence the evaluation process. Such attempts result in delay in finalizing of award of contract and cause financial loss to the National exchequer. The evaluation process is confidential till publication of award of contract process.

Provision of guidelines of international donor agencies and PPRA provides sufficient opportunity to bidders for redressal of their grievances. Hence, the attempts made by the bidders during evaluation process or thereafter to influence the contract award decisions fall under the definition of corrupt and fraudulent practices. Therefore, during bidding stage, the following mechanism shall be adopted in case of receipt of any frivolous complaint from the bidder.

i. Anonymous complaints shall not be entertained.

ii. The Procuring Agency reserves the right to call for an affidavit from the complainant verifying the truthfulness and correctness of the contents of the complaint.

iii. The notice of displeasure and explanation will be immediately sent to those persons who lodge frivolous complaint(s) during the evaluation process.

    iii (a) If the person itself or through its agent or any third party does not refrain from making frivolous complaints in the same tender or any other tender, an official warning will be sent and their case may be sent to "NTDC's Rights Protection Committee" which may analyse the situation and suggest action including the rejection of the bid of the complainant. However, Project Authority may reject the bid even in first instance depending upon nature of the case or provision of the Bidding Documents.

    iii (b) If the same person itself or through its agent or any third party lodges a frivolous complaint in another tender floating in parallel before decision of the Grievance Committee, its bid will straight forwardly be rejected by the project authority. It may also be debarred to participate in the next tender for a minimum period of six months under intimation to the Grievance Committee and MD NTDC.

iv. In order to monitor the record of the persons, a data base will be maintained at NTDC's website and the offices of the project authorities regarding such persons who consistently lodge frivolous complaints during the evaluation process by making clandestine access to confidential record and hamper the award of contract process.

**NOTE: It is clarified that the process provided above in Appendix 1 is to discourage anonymous and frivolous complaints only, and does not bar any** person feeling aggrieved by any act of the procuring agency from lodging a genuine complaint/grievance as provided under Rule 48 of the PPRA Rules, 2004.

# APPENDIX-2

## GUIDELINES FOR EVALUATION OF PERFORMANCE OF CONTRACTORS

i. After signing of the contract, the Project authority (or the Consultant / Engineer) must monitor and evaluate the Contractor's performance, that is, whether the Contractor is fulfilling his obligations based on the terms of the contract and plans that were developed and agreed upon with the Project authority at the time of signing of contract or during kick-off meetings..

ii. Though the performance evaluation of any person is an on-going process, which takes place throughout the duration of the contract and also during the Defect Liability / Warranty Period, nevertheless, a person's Performance Evaluation Report may be prepared for the consumption and benefit of the procuring agency or for any other purpose at the completion of the project, as the case may be.

iii. The performance evaluation report shall be prepared for all contracts of more than Rs. 100 million. When based on the Evaluation Report, the performance of a person is non-satisfactory, the procuring agency may initiate the case for blacklisting of the person in accordance with the terms of this SOP. For the avoidance of doubt, consistent failure to provide satisfactory performance shall also include performances in a single or multiple contracts executed or being executed by the same person, as the case may be.

iv. In case of any extra-ordinary delay in performance of a single contract of vital and critical importance, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders. The procuring agency shall be the sole judge to determine the projects of vital or critical importance.

v. In case of ordinary delay in performance in 2 consecutive contracts within a period of 3 years, the procuring agency shall have the right to initiate proceedings under this SOP and/or avail any other remedy provided under the law which may *interalia* include: termination of the contract, recovery of losses, debarring the person from participation in future tenders.

vi. The proceedings under this SOP shall not prejudice any other rights and/or remedies available to the procuring agency under the contract documents and/or any other law in force.