

NTDC

NATIONAL TRANSMISSION AND DESPATCH COMPANY PAKISTAN

REQUEST FOR PROPOSALS (RFP)

**PREPARATION OF REGIONAL TRANSMISSION GRID
PLAN FOR GILGIT BALTISTAN AREA**

GENERAL MANGER PLANNING POWER (NTDC)
4TH FLOOR PIA TOWER EGERTON ROAD, LAHORE, PAKISTAN
NOVEMBER – 2016

I. SECTION 1. LETTER OF INVITATION

[Name and Address of Consultant]

Attention: Mr./Ms.: _____

1. The National Transmission And Despatch Company (hereinafter called “Client”) through its own resources intends to make eligible payments toward the LUMP SUM cost of individual consultant for preparation of:

PREPARATION OF REGIONAL TRANSMISSION GRID PLAN FOR GILGIT BALTISTAN AREA

under the contract for which this Request for Proposals is issued.

2. The National Transmission And Despatch Company now invites proposals from Consultancy Firms to provide the following consulting services:

Preparation of Regional Transmission Grid Plan for Gilgit Baltistan Area

More details on the services are provided in the Terms of Reference.

3. A firm will be selected under QCBS and procedures described in this RFP

4. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 – General Conditions
- Section 7- Special Conditions of Contract
- Section 8- Standard Forms of Contract

5. We invite your attention to the terms of Section 2, paragraph 3.3(ii) of this RFP which states in relevant part that no Consultant can associate with another Consultant submitting a proposal for the above said services. Moreover, every full-time employee of a Consultant is not eligible to participate as an associate or Sub-Consultant of another Consultant submitting proposal for the above said assignment.

6. Please note that, if your firm has been previously engaged to prepare the terms of reference (TOR) for this assignment, or any part thereof, your firm (and/or any associate firm or joint venture partner or Sub-Consultant or individual expert so engaged) shall be disqualified from participation in this assignment.

7. Please inform us in writing at the following address
GM (Power Planning) NTDC ,
4th Floor, PIA Tower
Egerton Road, Lahore
Tel +92-42-9920-2613
Fax +92-42-3630-7738
Email: gmpp@ntdc.com.pk
 - (a) that you received the Letter of Invitation; and

 - (b) Whether you will submit a proposal alone or with another firm(s) as a Joint Venture or as a lead firm.

Yours sincerely,

***[insert: signature
name
title of Client's representative]***

Section 2. Instructions to Consultants

Definitions

- (a) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any private or public entity including a Joint Venture that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (d) “CQS” means Consultant’s Qualification Selection.
- (e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “FBS” means Fixed Budget Selection.
- (h) “Government” means the government of the Client’s Country.
- (i) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (j) “Joint Venture” means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant’s obligations under the Contract.
- (k) “LCS” means Least Cost Selection.
- (l) “NTDC” means National Transmission and Despatch Company.
- (m) “Partner” means any of the entities that make up the Joint Venture; and Partners means all those entities.
- (n) “Personnel” means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof; “National Personnel” means such qualified persons who are citizens of the Client’s country.

- (o) “Proposal” means a technical proposal or a financial proposal, or both.
- (p) “QBS” means Quality-Based Selection.
- (q) “QCBS” means Quality- and Cost-Based Selection.
- (r) “RFP” means this Request for Proposal.
- (s) “Services” means the work to be performed pursuant to the Contract.
- (t) “SSS” means Single Source Selection.
- (u) “Standard Electronic Means” includes facsimile and email transmissions.
- (v) “Sub-Consultant” means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- (w) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted 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 contract negotiations and ultimately for a signed Contract with the selected Consultants.

- 1.3 Consultants should familiarize themselves with local conditions relevant to the Services and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6.1 Without limitation on the generality of the foregoing, Consultants shall not be recruited under the circumstances set forth below:
 - (a) Conflict between consulting activities and procurement of goods, works or services: Consultants or Sub-Consultants that have been engaged by the Client to provide goods, works or services for a project shall be disqualified from providing consulting services related to such project. Conversely, a consulting firm or individual consultant hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's or individual consultant's services for such preparation or implementation.
 - (b) Consulting firms or individual consultants shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm or individual. As an example, consulting firms or individual consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consulting firms or individual consultants assisting a client in the privatization of

public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare TOR for an assignment shall not be hired for the assignment in question.

1.6.3 Consultants have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. In order to determine whether a conflict of interest exists, When Consultants nominate any government employees or agencies as Personnel in their technical proposal, such Personnel must have written approval from their government or employer, confirming that they will be on leave without pay from their official position and available to work full-time on the assignment for the period required by the assignment and any reasonable extension thereof. Such approval shall be provided to the Client by the Consultant invited to contract negotiations, prior to commencement of negotiations.

Anticorruption

1.7 NTDC's requires bidders, suppliers, contractors and consultants under NTDC- financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of the above:

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

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

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

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

(iv) "collusive practice" means an arrangement between

two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

- (b) will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;

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| Origin of Goods and Services | 1.10 | All goods that may be supplied under the Contract, shall have as their country of origin from all over the World except Israel. |
| Only one Proposal | 1.11 | Shortlisted Consultants may only submit one proposal. If a Consultant (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of a Sub-Consultant, including individual experts, in more than one proposal. |
| Proposal Validity | 1.12 | The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| Eligibility of Sub-Consultants and Partners of a Joint Venture | 1.13 | In case a shortlisted Consultant intends to be the lead firm in an association with Sub-Consultants, or, if the Consultant is a Joint Venture, each Sub-Consultant and Joint Venture Partner (and every individual expert) shall be a citizen or legal entity. |
| Participation of National Consultants | 1.14 | Certain consulting services assignments require international Consultants to work together with eligible national Consultants as a team. The TOR should be checked to determine if this assignment requires participation of eligible national Consultants. Shortlisted Consultants are free to be the lead firm in an association (or managing Partner in a Joint Venture) with any eligible national Consultants(s) considered to be suitable for the required services. |
| 2. Clarification of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address |

indicated in the Data Sheet. The Client 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 the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

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| Amendment of RFP Documents | 2.2 | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| Client Clarification of Proposals | 2.3 | It is understood that from time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide any clarification on any matter related to the Consultant's technical or financial proposal. |
| 3. Preparation of Proposals | 3.1 | The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language. |
| | 3.2 | In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not respond to the requirements of the documents comprising the RFP may fail to meet the minimum qualifying score as indicated in the Data Sheet. |
| Association Arrangements and Joint Ventures | 3.3 | While preparing the Technical Proposal, Consultants must give particular attention to the following: <ul style="list-style-type: none"> (i) For the purpose of submitting a proposal and subject to para. 1.13 above, a shortlisted Consultant may enhance its expertise for the assignment either by: <ul style="list-style-type: none"> (a) associating with non-shortlisted firms, in which case the Consultant shall be the lead consultant and shall be solely liable under the Contract, or (b) forming a Joint Venture with non-shortlisted firms, in which case the Consultant and the Partners of the Joint Venture shall be jointly and severally liable under the Contract. |

In the event that the Consultant constitutes a Joint Venture, the

Consultant shall submit (i) a copy of the Joint Venture Agreement with its Technical Proposal, and (ii) a power of attorney (executed by all partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for and in behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any Joint Venture agreement and Joint Venture power of attorney shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the Technical Proposal of such Consultant.

- (ii) No shortlisted Consultant (including any Joint Venture partner) can associate with another shortlisted Consultant, and every full-time employee¹ of a shortlisted Consultant is not eligible to participate as an associate or Sub-Consultant of another Consultant shortlisted for the assignment, even if such shortlisted Consultant declines to submit any proposal.
- (iii) A shortlisted Consultant cannot add or replace or otherwise change the composition of the Partners described in its Joint Venture Agreement. Such Joint Venture Agreement shall identify the lead or managing Partner.
- (iv) None of the firms or experts proposed in an association or Joint Venture should be the subject of a sanction by the NTDC.
- (v) Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Proof of Legal Status

- 3.4 Prior to contract negotiations, the selected Consultant will be required to submit its proof of legal status i.e., certificate of incorporation (or registration, in the case of a partnership or joint venture) or any document required by the commercial laws of Islamic Republic of Pakistan to establishing the Consultant's status to conduct or transact business as a legal entity.

Disqualification

- 3.5 Zero rating resulting in disqualification will be given to a nominated expert in particular circumstances, if the expert:

¹ (a) is currently employed under a contract or agreement of employment with the Consultant or the Sub-Consultant;
 (b) has been employed by the Consultant or the Sub-Consultant for the last 12 consecutive months preceding the date of submission of the Proposal;
 (c) is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Consultant or the Sub-Consultant; and
 (d) is engaged to work for the Consultant or the Sub-Consultant for the number of hours per day and days per year considered the norm for full-time employees in the country of employment or in the country in which the person is assigned.

- (i) is proposed for a national position but is not a citizen of that country; or
- (ii) failed to state citizenship on the CV; or
- (iii) the CV is not signed in accordance with para. 3.4 (vi) requirements; or
- (iv) is a current employee of the Client; or
- (v) has failed to disclose any situation of actual or potential conflict in terms of para. 1.6.3

Technical Proposal Format and Content 3.6

Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), a Simplified Technical Proposal (STP), or a Biodata Technical Proposal (BTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (i) to (vii) using the attached Standard Forms (Section 3). The following table summarizes the content and maximum number of pages permitted for each type of Proposal. **If the maximum number of pages is exceeded, a penalty of 5 percentage points will be applied for every page over the maximum page limit during evaluation of the Proposal.** A page is considered to be one printed side of A4 or letter size paper.

Proposal Type Content	Full Technical Proposal (FTP)	Simplified Technical Proposal (STP)	Biodata /Individual Consultant Technical Proposal (BTP)
Experience of the firm	(i) maximum two (2) pages introducing the firm and associate firm(s) background and general experience (Form TECH-2A). (ii) maximum of twenty (20) pages of relevant completed projects in the format of Form TECH-2B illustrating firm and associate(s) firm’s relevant experience. No promotional	maximum two (2) pages introducing the firm and associate firm(s) background and general experience (Form TECH-2A). (ii) maximum of five (05) pages of relevant completed projects in the format of Form TECH-2B illustrating firm and	not required.

	material should be included.	associate(s) firm’s relevant experience. No promotional material should be included.	
General approach and methodology, work plan	maximum fifty (50) pages inclusive of charts and diagrams (Form TECH-4).	maximum five (05) pages including charts and diagrams (Form TECH-4).	maximum one (1) page for work plan. No written methodology to be provided.
Personnel schedule	Form TECH-7	Form TECH-7	Not Required
Comments on terms of reference	no limit, but to be concise and to the point (Form TECH-3A).	included as part of general approach and methodology.	not required.
Experts’ CVs	maximum of five (5) pages for each expert’s CV using Form TECH-6.	maximum of five (5) page CV for each expert using Form TECH-6.	maximum of five (5) page CV
Counterpart staff and facility requirements	maximum of two (2) pages (Form TECH-3B).	not required.	not required.
List of Proposed Expert Team and Summary of CV Particulars	Form TECH-5	Form TECH-5	Not Required

- (i) (a) [For FTP only:] a brief description of the Consultants’ organization and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ experts who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted as a lead firm or as one of the major firms within a Joint Venture. Assignments completed by individual experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Joint Venture partners or Sub-Consultants, but can be claimed by the expert themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) For STP information in para. 3.4(i)(a) is not required and Form TECH-2 of Section 3 shall not be used.
- (ii) (a) [For FTP only:] comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 A and B of

- Section 3).
- (b) For STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (iii) (b)).
- (iii)
 - (a) [For FTP and STP:] a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and personnel schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (b) For STP only: the description of the approach, methodology and work plan shall consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
 - (iv) The list of the proposed team by area of expertise, the position that would be assigned to each team member, their tasks and a summary of essential CV information (Form TECH-5 of Section 3).
 - (v) Estimates of the expert and/or specialist input (person-months of international and national personnel) needed to carry out the assignment (Form TECH-7 of Section 3). The person-months input should be indicated separately for home office and field activities, and for international and national personnel.
 - (vi) CVs of the experts signed by the experts themselves or by the authorized representative submitting the proposal (Form TECH-6 of Section 3). Should the firm be ranked first, copies of the same CVs signed by the experts must be submitted to the Client prior to commencement of contract negotiations.
- 3.7 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details under any selection method, except CQS and SSS, will be declared non responsive.

Financial Proposals

- 3.8 (i) The Consultant shall submit a hard copy of the Financial Proposal using the attached standard forms (Section 4). The Client shall read the Hard Copy during the public opening of Financial Proposals.
- (ii) It is the Consultant's responsibility to ensure that the correct Financial Proposal format is used for the selected method indicated in the Data Sheet.
- (iii) The Financial Proposal requires completion of the six forms FIN-1 to FIN-6 shown in Section 4.
- a. Form FIN-1 is the Financial Proposal Submission Form.
- b. Form FIN-2 summarizes the proposed cost(s) by currency(ies). Remuneration is divided into billing rates for international and national experts; reimbursable expenses are divided into per diem rates for international and national experts and costs for other reimbursable expenses items required to perform the Services, as indicated in the Data Sheet. When QCBS is used, the Data Sheet will specify either an estimated budget or a maximum budget [see 5.6(iii)-(iv)]:
1. For estimated budgets: the gross evaluated financial proposal (inclusive of provisional sums and contingencies) **may** exceed the estimated budget for the assignment;
2. For maximum budgets: the gross evaluated financial proposal (inclusive of provisional sums and contingencies) **cannot** exceed the maximum budget for the assignment, and if it does, this will result in disqualification of such financial proposal.
- c. Forms FIN-3 and FIN-4 show the remuneration. **FIN-4 shows the remuneration details and shall only be used when CQS, QBS or SSS method is used.**
- d. FIN-5 shows details of reimbursable expenses.
- e. The amounts stated under provisional sums and for contingency in FIN-2 must be the exact amounts and in the same currency as specified in the Data Sheet for such cost and are included within the maximum budget for the assignment specified in the Data Sheet.

The exact amounts of provisional sums and contingency, the applicable payment schedule and the currency of payments will be determined during contract negotiations.

- f. All activities and items described in the Technical Proposal must be priced. For non-remuneration (e.g. out-of-pocket) related omissions, any activities or items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items provided for in the Financial Proposal. For remuneration related costs, if less than the minimum number of person months specified in the Data Sheet is provided in the Personnel Schedule of the Technical Proposal for international and/or national experts, the difference between such proposed person months for each expert in the Financial Proposal will be added to remuneration related costs at the remuneration rate per month (either home or field) specified for such expert in the Financial Proposal.

Taxes

- 3.9 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident International Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts of taxes shall be excluded from the Financial Proposal as they will not be evaluated.
- 3.10 Consultants may express the price of their services in Local Currency. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

Fees, Gratuities and Currencies

- 3.11 Fees, gratuities, rebates, gifts, commissions or other payments, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 3 and FIN-1 of Section 4, respectively, including required attachments, if any. [See para. 3.3(i) above.]

- 4.2 An authorized representative of the Consultants shall initial all pages of Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Financial Proposal shall be marked "ORIGINAL."
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal, in the case of FBS, LCS and QCBS, shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** *[insert the time and date of the submission deadline indicated in the Data Sheet]*". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, for FBS, LCS and QCBS, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. For FBS, LCS and QCBS methods, the envelopes with the Financial Proposal shall remain sealed and securely stored.
- 4.7 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by

Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

- 4.8 For FBS, LCS and QCBS methods, the evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.”
- 5. Evaluation of Technical Proposals**
- 5.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and rating system specified in the Data Sheet in terms of the Summary and Personnel Evaluation Criteria detailed in the Appendix thereto. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score, if any, indicated in the Data Sheet.
- Financial Proposals for CQS, QBS, and SSS**
- 5.2 Following the ranking of Technical Proposals, when selection is based on CQS, QBS and SSS methods, the first ranked Consultant is invited to negotiate its Financial Proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS and LCS)**
- 5.3 In the case of FBS, LCS and QCBS, after the technical evaluation is completed, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, informing them of the technical scores obtained by their Technical Proposals, and indicating the date, time and location for opening the Financial Proposals. The expected date for the public opening of the Financial Proposals is indicated in the Data Sheet; the opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**
- 5.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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. Copy of the record shall be sent to all Consultants.

The Client's representative will provide attendees with details of applicable currency exchange rate which will be used to compute US dollar equivalents during evaluation of Financial Proposals. The source for determining the exchange rates will be indicated in the Data Sheet.

5.5 The evaluation committee will review the detailed content of each Financial Proposal. During the review of Financial Proposals under FBS, LCS and QCBS methods, the Committee and any Client personnel and others involved in the evaluation process, will not be permitted to seek clarification or additional information from any Consultant, who has submitted a Financial Proposal. Financial Proposals will be reviewed to ensure these are:

- (i) complete (i.e., whether Consultants have priced all items of the corresponding Technical Proposal); if not, for material omissions, the Client will price them by application of the highest unit cost and quantity of the omitted item as provided in the other Financial Proposals and add their cost to the offered price, and correct any arithmetical errors. When correcting computational errors, in case of discrepancy between (a) a partial amount and the total amount the partial amount shall prevail; (b) words and figures, the words shall prevail. The evaluated total price (ETP) for each Financial Proposal will be determined. The ETP excludes non-competitive components (i.e. contingencies and provisional sums). The ETP will be converted to US dollars using the exchange rate announced during the public opening of Financial Proposals dealt with in para. 5.4.
- (ii) In compliance with the requirements set forth in the Data Sheet, each Financial Proposal must include provisional sums and contingencies in the amounts specified in the Data Sheet and the validity period of the Consultants' proposals must accord with the validity period indicated in the Data Sheet. Provision for a discount in any Financial Proposal is not permissible and the ETP for each Financial Proposal will be determined without applying any discount.

5.6 **When the QCBS method is used:**

- (i) to allow comparison on a common basis, each Financial Proposal will be carefully scrutinized in accordance with the procedure outlined in para. 5.6, and an ETP in US dollars will be determined. The lowest evaluated Financial Proposal will receive the maximum score of 1,000 marks. The score for each other Financial Proposal is inversely proportional to its ETP and

will be computed as follows:

$S_f = 1,000 \times F_m / F$ where:

S_f is the financial score of the Financial Proposal being evaluated,

F_m is the ETP of the lowest priced Financial Proposal,

F is the ETP of the Financial Proposal under consideration.

- (ii) following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by normally applying a weight as specified in the data sheet (i.e., 90%:10%, 80%:20%, or 70%:30%) respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first-ranked Consultants will be invited for contract negotiations.
- (iii) if a maximum budget is specified in the Data Sheet, Financial Proposals must be within such maximum budget. If any proposal exceeds such maximum budget, such proposal will be held non-responsive and be given a zero score. In such cases, if the firm submitting a Financial Proposal exceeding the maximum budget still obtains the highest combined score in final ranking, this winning firm will be advised, as a condition of contract negotiations, to reduce the Financial Proposal to the maximum budget without compromising the TOR for the assignment (and without modification of proposed unit rates.)
- (iv) if an estimated budget is specified in the Data Sheet, a Financial Proposal may exceed such estimated budget, if considered necessary by the firm submitting the financial proposal. In such cases, if the firm submitting a Financial Proposal exceeding the estimated budget still obtains the highest combined score in final ranking, this winning firm may be advised, as a condition of contract negotiations, to reduce the Financial Proposal to such maximum budget without compromising the TOR for the assignment (and without modification of proposed unit rates).

5.7 When the FBS method is used:

- (i) the Client will select the Consultant that submitted the highest ranked Technical Proposal within the budget specified in the Data Sheet.

- (ii) **Financial Proposals that exceed the maximum budget specified in the Data Sheet will be rejected.**

5.8 **When the LCS method is used:**

- (i) the Client will select the lowest Financial Proposal of a Consultant whose Technical Proposal passed the minimum technical score specified in the Data Sheet.
- (ii) **Financial Proposals that exceed the maximum budget specified in the Data Sheet will be rejected.**

6. Negotiations

6.1 Subject to Clause 2.2, negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal in the absence of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Consultant to improve the TOR. The Client and the Consultants will finalize the TOR, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

- 6.3 (i) **When CQS, QBS, or SSS method is used, the financial negotiations will include a detailed review of all the Consultant’s proposed costs including a review of all documentation provided by the Consultant in support of proposed costs. In particular, the Consultants shall provide full details of the remuneration of all nominated experts, according to Section 4 - Financial Proposal - Standard Forms of this RFP, including the information required in Form FIN-4.**
- (ii) **When FBS, LCS or QCBS method is used, the financial negotiations will, as necessary, fine-tune duration of the expert’s inputs and quantities of out-of-pocket expenditure**

items that may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal but without significant alterations. The details of expert remuneration and specific unit rates for out-of-pocket expenditures will not be subject to negotiations.

- (iii) **For QCBS** where the Financial Proposal of the first-ranked firm is substantially higher than any maximum or estimated budget specified in the Data sheet, the Client reserves the right to invite the next-ranked firm to negotiate, if negotiations with such first-ranked firm do not result in an acceptable contract having due regard to the inputs and scope of work required under the TOR (see 5.6(iii)-(iv)).²

- | | | |
|---------------------------------------|-----|---|
| Availability of Personnel | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed personnel, the Client expects to negotiate a Contract on the basis of the personnel named in the Proposal. Before contract negotiations, the Client will require assurances that the personnel will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. The Client may also request the replacement of any expert nominated by the invited firm who receives a rating below 70% (average) or is deemed to be unsuitable for a proposed position. In the event that the Client requests a replacement, such replacement shall have the same unit rate of remuneration proposed for the original candidate by the firm in its Financial Proposal except where the method of selection is CQS, QBS, or SSS, where the rate of remuneration will be based on supporting documentation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | After completing negotiations the Client shall award the Contract to the selected Consultant and notify the other Consultants who could have been invited to negotiate a Contract that they were unsuccessful. When FBS, LCS or QCBS is used, after Contract signature the Client |

² N.B. Proposed unit rates for remuneration shall not be altered since the unit rate cost has been a factor in the selection process.

shall return the unopened Financial Proposals to the consultants who's Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.

7.2 The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet.

7.3 Consultants who were not awarded the Contract may request an oral debriefing from the executing agency after Contract award in respect of their Proposal.

8. Publication

8.1 After the Contract award, NTDC shall publish on NTDC's website

- (i) the names of all consultants who submitted proposals,
- (ii) the technical points assigned to each consultant,
- (iii) the offered prices of each consultant.
- (iv) the overall ranking of the consultants, and
- (v) the name of the winning consultant and the contract sum.

9. Confidentiality

9.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process.

10. Qualification

10.1 The consulting Firm must fulfill the following minimum qualification criteria to be considered for further evaluation of his proposal;

- I. Local/International Firm registered with Pakistan Engineering Council with valid registration.
- II. Tax Payer both Sales Tax as well as Income tax.
- III. PSS/E Perpetual License Holder of Rev. 32 or above.

I. Instructions to Consultants

(ii) DATA SHEET

Paragraph Reference	
1.1	Name of the Client: <u>National Transmission and Despatch Company</u> Method of selection: <u>Quality and Cost-Based Selection Method (QCBS)</u>
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: PREPARATION OF REGIONAL TRANSMISSION GRID PLAN FOR GILGIT BALTISTAN AREA
1.3	A pre-proposal conference will be held: Not Required GM (Power Planning) NTDC , 4 th Floor, PIA Tower Egerton Road, Lahore. ZIP Code: 54660 Country: Pakistan Tel. No. +92-42-9920-2613 Fax No. +92-42-3630-7738 Email: gmpp@ntdc.com.pk
1.4	The Client will provide/arrange the following inputs and facilities: 1. Technical Drawings and Data of its network 2. Working space 3. PSS/E software and Dongle (Rev. 32 or above) 4. PSS/E Base Cases, Load forecast, Generation and Transmission Plans of NTDC as available
1.12	Proposals must remain valid for 90 days after the submission date of the proposal.

2.1	<p>Clarifications may be requested not later than 10 days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>GM (Power Planning) NTDC , 4th Floor, PIA Tower Egerton Road, Lahore ZIP Code: 54660 Country: Pakistan Tel. No. +92-42-9920-2613 Fax No. +92-42-3630-7738 Email: gmpp@ntdc.com.pk</p>
3.6	<p>The format of the Technical Proposal to be submitted is:</p> <p>STP (Simplified Technical Proposal)</p>
3.6 and 3.8(g)	<p>One Individual Expert shall be hired for a period of twelve (12) weeks through a consulting firm</p> <p>The services of the expert shall be used on intermittent basis for the period of six (6) months</p>
3.8 (iii) b	<p>[Estimated or Maximum] Budget: 4,000,000/- PKR</p> <p>The above amount includes provisional sum and contingencies.</p>
3.8 (iii) d	<p>It is a lump sum contract. Therefore, there will be no reimbursable.</p>
3.8 (iii) f	<p>Amount for provisional sums: 500,000 PKR Contingency amount: 500,000 PKR</p>
3.9	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>The Consultant will pay local taxes including income tax and sales tax without reimbursement by the Client.</p> <p>Income Tax shall be deducted at source as per law.</p>
3.10	<p>Consultant to state the total cost in the national currency: Yes</p>
4.3	<p>Consultant must submit the original and Two (02) copies of the Technical Proposal and the original of the Financial Proposal at the same time.</p>
4.4	<p>Financial Proposal to be submitted in sealed envelope Yes</p>

	<p>Tel. No. +92-42-9920-2613 Fax No. +92-42-3630-7738 Email: gmpp@ntdc.com.pk</p>
7.1	<p>Expected date for commencement of consulting services: 30th Dec. 2016</p>
10	<p>The Consulting Firm must fulfill the following minimum qualification criteria to be considered for further evaluation of his proposal;</p> <ol style="list-style-type: none"> I. Local/International Firm registered with Pakistan Engineering Council with valid registration. II. Tax Payer both Sales Tax as well as Income tax. III. PSS/E Perpetual License Holder of Rev. 32 or above. <p><u>Qualifications of Required Power System Study Expert</u></p> <ol style="list-style-type: none"> IV. The Expert should have at least a Bachelor Degree in Electrical Engineering from a recognized university. V. The Expert should have not less than 5 years of experience in the field of power system planning/analysis for the development of regional and/or national transmission grid system, power plant interconnections, grid system expansion etc. VI. The Expert must have specialized skills in power system data review & modeling, performing power system studies including load flow, short circuit & transient stability studies on PSS/E software, transmission system costing and good report writing. VII. The Expert should have been involved in at least three projects of a similar nature. VIII. The Expert shall be a person with good oral and written English communication skills.

Section 3. Technical Proposal - Standard Forms

Refer to Clause 3.6 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.6 of Section 2 of the RFP for Standard Forms required and number of pages permitted.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment by the individual expert
- TECH-4 Not applicable
- TECH-5 Curriculum Vitae (CV) for Proposed Professional Expert
- TECH-6 Personnel Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed¹ under a separate envelope.²

We are submitting our Proposal in association with/as a Joint Venture: [Insert a list with full name and address of each joint venture partner or sub-Consultant].³ Attached is the following documentation: [Joint Venture Agreement and Joint Venture power of attorney for lead or managing Partner]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 7.2 of the Data Sheet.

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: _____

Name of Firm: _____

Address: _____

¹ If FBS, LCS or QCBS.

² [In case Clause Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

³ [Delete in case no association or Joint Venture is proposed.]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (one page) description of the background and organization of the Consultant]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each joint venture partner or sub-consultant for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture or sub-consultancy, for carrying out consulting services similar to the ones requested under this assignment. Use a maximum of 05 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country: ----- -----	Duration of assignment (months): ----- -----
Name of Client: ----- -----	Total N ^o of person-months of the assignment: ----- -----
Address: ----- -----	
Start date (month/year): Completion date (month/year):	N ^o of professional person-months provided by the firm
Narrative description of Project:	
Description of actual services provided in the assignment:	

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED
BY THE CLIENT**

A - On the Terms of Reference
[For Full Technical Proposals Only]

NOT APPLICABLE

B – On Counterpart Staff and Facilities

[For Full Technical Proposals Only]

NOT APPLICABLE

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal maximum of 2 pages for a Simplified Technical Proposal) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Personnel,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Personnel. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. You shall also specify if you will be the lead firm in a joint venture or in an association with Sub-Consultants. For joint ventures, you must attach a copy of the joint venture agreement.]

FORM TECH-5 TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION

NOT APPLICABLE

Family Name, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	International or National Expert	Citizenship	Employment Status with Firm (full-time, or other)	Education / Degree (Year / Institution)	No. of years of relevant project experience	CV signature (by expert/by other)

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED NATIONAL EXPERT

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the expert*]: _____

3. **Name of Expert** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Citizenship:** _____

5. **Education** [*Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership in Professional Associations:** _____

7. **Other Trainings** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where expert has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

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

- (i) this CV correctly describes my qualifications and my experience;
- (ii) I am not employed by the Executing /Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule in Form TECH-7 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (iv) I am committed to undertake the assignment within the validity of Proposal;
- (v) I am not part of the team who wrote the terms of reference for this consulting services assignment;
- (vi) I am not sanctioned (ineligible for engagement) by ADB.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of expert or authorized representative of the firm]⁴ Day/Month/Year

Full name of authorized representative: _____

⁴ This CV can be signed by a senior representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

FORM TECH-7 PERSONNEL SCHEDULE¹

NOT APPLICABLE

FORM TECH-8 WORK SCHEDULE

Section 4. Financial Proposal

I. FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

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 sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.12 of the Data Sheet.

Fees, gratuities, rebates, gifts, commissions or other payments paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:²

Name and Address of Agents	Amount and Currency	Purpose of Fee, Gratuity, Rebate, Gift, Commission or other Payment
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total in Form FIN-2. This amount is exclusive of the local taxes, which shall be identified during negotiations and may be added to the above amount, provided the Client indicates in the Data Sheet of the RFP that the Consultant will be reimbursed by the Client for any such taxes paid by the Consultant.

2 If applicable, replace this paragraph with: "No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal."

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE CONSULTANTS**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Seller/Consultant:
Signature:
[Seal]

TABLE OF CONTENTS

	Page No.
I. GENERAL CONDITIONS OF CONTRACT	3
1. GENERAL PROVISIONS	3
1.1 Definitions	3
1.2 Law Governing the Contract	4
1.3 Language	4
1.4 Notices	4
1.5 Location	4
1.6 Authorised Representatives	4
1.7 Taxes and Duties	5
1.8 Leader of Joint Venture	5
2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT	5
2.1 Effectiveness of Contract	5
2.2 Termination of Contract for Failure to Become Effective	5
2.3 Commencement of Services	5
2.4 Expiration of Contract	5
2.5 Modification	6
2.6 Extension of Time for Completion	6
2.7 Force Majeure	6
2.7.1 Definition	6
2.7.2 No Breach of Contract	7
2.7.3 Extension of Time	7
2.7.4 Payments	7
2.8 Suspension of Payments by the Client	7
2.9 Termination	7
2.9.1 By the Client	7
2.9.2 By the Consultants	8
2.9.3 Cessation of Services	9
2.9.4 Payment upon Termination	9
2.9.5 Disputes about Events of Termination	9
3. OBLIGATIONS OF THE CONSULTANTS	9
3.1 General	9
3.2 Consultants Not to Benefit from Commissions, Discounts, etc.	10
3.3 Confidentiality	10
3.4 Liability of the Consultants	10
3.5 Other Insurance to be Taken out by the Consultants	11
3.6 Consultants' Actions Requiring Client's Prior Approval	11
3.7 Reporting Obligations	11
3.8 Documents Prepared by the Consultants to be the Property	11

	of the Client	11
3.9	Equipment and Materials Furnished by the Client	12
3.10	Accounting, Inspection and Auditing	12
4.	CONSULTANTS' PERSONNEL AND SUBCONSULTANTS	12
4.1	Description of Personnel	12
4.2	Removal and/or Replacement of Personnel	12
5.	OBLIGATIONS OF THE CLIENT	13
5.1	Assistance, Coordination and Approvals	13
5.1.1	Assistance	13
5.1.2	Co-ordination	13
5.1.3	Approvals	14
5.2	Access to Land	14
5.3	Change in the Applicable Law	14
5.4	Services and Facilities	14
5.5	Payments	14
6.	PAYMENTS TO THE CONSULTANTS	15
6.1	Lump Sum Remuneration	15
6.2	Contract Price	15
6.3	Terms and Conditions of Payment	15
6.4	Period of Payment	15
6.5	Delayed Payments	15
6.6	Additional Services	16
6.7	Consultants' Entitlement to Suspend Services	16
7.	SETTLEMENT OF DISPUTES	16
7.1	Amicable Settlement	16
7.2	Dispute Settlement	17
8.	INTEGRITY PACT	17

**CONDITIONS OF CONTRACT
(General Conditions)**

1. GENERAL PROVISIONS

1.1 Definitions

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

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

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorised Representatives

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

1.7 Taxes and Duties

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

2.7 Force Majeure

2.7.1 Definition

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

reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

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

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

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

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

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

3.5 Other Insurance to be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted

accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

5.4 Services and Facilities

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

6.2 Contract Price

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.

6.3 Terms and Conditions of Payment

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.4 Period of Payment

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and

(c) any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

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

8. INTEGRITY PACT

- 8.1** If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:
- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
 - (b) terminate the Contract; and
 - (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

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

III. SPECIAL CONDITIONS OF CONTRACT

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

(p) "Project" means

**PREPARATION OF REGIONAL TRANSMISSION GRID PLAN FOR GILGIT
BALTIKSTAN AREA**

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

GM Power Planning NTDC,
4th Floor, PIA Tower,
Egerton Road, Lahore.
ZIP Code: 54660
Country: Pakistan
Tel. No. +92-42-9920-2613
Fax No. +92-42-3630-7738
Email: gmpp@ntdc.com.pk
For the Consultants:

To be filled by the Consultant

1.7 Taxes and Duties

All the local taxes including income tax and sales tax shall be borne by the Consultant
No reimbursement shall be made in this context

1.8 Leader of the Joint Venture (Not Applicable)

The leader of the Joint Venture is (name of the Member of the Joint Venture). **(To be filled at the signing of Contract)**

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and a letter of commencement has been issued by the client.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be 15 days, or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services within seven (7) days after the date of signing of Contract Agreement and a letter of commencement has been issued by the client.

2.4 Expiration of Contract

The contract shall expire after the completion of assignment to the satisfaction of employer.

3.5 Insurance to be Taken out by the Consultants (Not Applicable)

The risks and the coverages shall be as follows:

- (a) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- i) Issuing Variations Orders in respect of:
 - additional items of Works as determined by the Engineer to be necessary for the execution of Works.

- any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
- any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract:
 - Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Tasks
 - Certificate of Completion of Project
 - Forfeiture
 - Special Risks
 - Frustration

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

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

5.1.1 Assistance

- (a) The Client shall make available within Seven (7) days of such request made by the Consultant, the documents (if available with the client) namely,
 - i) NTDC standards and specifications.
 - ii) Reports/studies and other related studies relevant to the assignment if available.
 - iii) Any other data/ drawings of the existing system to be required by the Consultant, which NTDC deems necessary for rendering his/her services.

5.1.2 Coordination

The Client shall be responsible for the coordination with various concerned NTDC departments.

5.1.3 Approvals

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

6.1 Lump Sum Remuneration

It is a Lump Sum Contract for PKR. _____
(without contingency and provisional sum)

6.2 Contract Price

The amount in local currency is Pakistani Rupees _____
(with contingency and provisional sum)¹

6.3 Terms and Conditions of Payment

The payment shall be as per following schedule:

- (a) 30% after the submission of draft report
- (b) 70% after the submission of final report and duly accepted/approved by NTDC & other relevant stake holders

6.4 Payment

- (a) The payment shall be made as per clause 6.3 of this section.
- (b) This is a Lump Sum contract. No escalation shall be given.
- (c) No advance payment shall be made.
- (d) The payment shall be made within 45 days of submission of invoice by the consultant duly verified by the client.
- (e) Payment shall be made in Pak Rupees only.
- (f) Income tax and sales tax shall be paid by the consultant and the same shall not be reimbursed.

¹ The amount for contingency and provisional sum is Rs. 1.0 million

6.5 Delayed Payments

Financing charges are as under:

for local currency = Six percent (6%) per annum.

6.6 Deliverables

Please refer to Terms of Reference.

FORM OF CONTRACT

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

(hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

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

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

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

- (a) Terms of reference
- (b) General Conditions of Contract;
- (c) Special Conditions of Contract;
- (d) following Appendices:

Appendix A : Description of the Services

Appendix B : Reporting Requirement

Appendix C : Services & Facilities to be Provided by the Client

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

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

For and on behalf of

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

For and on behalf of

(CLIENT)

Witness

Signatures _____

Name _____

Title _____

Signatures _____

Name _____

Title _____

(Seal)

For and on behalf of

(CONSULTANTS)

Witness

Signatures _____

Name _____

Title _____

Signatures _____

Name _____

Title _____

(Seal) **APPENDICES**

Appendix A

Description of the Services

Please refer to TOR

Appendix B

Reporting Requirements

1. Draft report within 56 days from the date of commencement
2. Final Report within 28 days from the receipt of comments from NTDC & other stakeholders on the draft Report

Appendix C

Services and Facilities to be Provided by the Client

Please refer to clause 1.4 of Section -2 of this RFP

Terms of Reference (TOR) for Development of Regional Transmission Grid Plan for the Gilgit-Baltistan Area

Purpose:

In a meeting with the political and administrative leadership of the Gilgit-Baltistan area, held at the office of Ministry of Water and Power, National Transmission and Dispatch Company Limited (NTDC) was advised to carry out transmission system studies for the Gilgit-Baltistan (GB) area. The purpose of the study is to:

- Assess feasibility of interconnections of various Hydro Power Projects (HPPs) in the GB area.
- Develop a cost effective transmission plan for the GB area to form a regional grid that is capable of serving area loads for the next 15 to 20 years
- Assess possibility of interconnection of the GB regional grid with NTDC transmission system.

Scope of Work:

The scope of work includes the following:

1. Develop transmission planning criteria and obtain concurrences from different stakeholders
2. Review load forecast and generation development plan for the GB area.
3. Select voltage level(s) for transmission interconnections and development plans for the regional grid.
4. Select study years and horizon year for performing power system studies & analysis and develop study cases accordingly.
5. Identify generation interconnection transmission schemes (alternatives and options) for the proposed Hydro Power Projects (HPPs) in the GB area.
6. Work with Water and Power Department of GB to identify potential transmission corridors with mapping/routing.
7. Perform necessary power flow, short circuit and transient stability assessment studies for testing viability of the identified transmission alternatives and options and for developing a regional grid.
8. Prepare unit cost estimates for the proposed transmission facilities.
9. Redo system studies, as required, for ensuring robustness of the proposed least-cost transmission development plan for the GB area.
10. Provide a high level assessment of the potential interconnection between the GB regional grid and the NTDC transmission system keeping in view the future HPPs projects in northern part of Pakistan.

Schedule:

A draft report for the GB regional grid study should be ready for review of all stakeholders after eight (8) weeks from the commencement of the study. Final report should be made available to all stakeholders after four (4) weeks from the receipt of their comments.

Execution Plan:

A special task force will be created to conduct the aforementioned GB regional grid study. This task force will be placed in the Planning Power department of NTDC and will comprise of the following three members:

1. A senior Transmission Planning Engineer from NTDC (QA)

2. A senior representative of the Water and Power department of Gilgit–Baltistan (Data provider and key participant).
3. A highly experienced engineer from a consulting firm who will be taken as a seconded employee into NTDC (study engineer), as the current skilled resources at NTDC are over tasked and would be unable to spend time in conducting the study.

PERSONNEL EVALUATION SHEET

Name of Firm:

Key Experts (National)	NAME	A		B		C		TOTAL SCORE (A+B+C)
		General Qualifications		Project-Related Experience		Experience with NTDC/DISCO		
		15%		75%		10%		
		Rating	Score	Rating	Score	Rating	Score	
a. PSS/E Expert			0		0		0	0

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

Please refer to F. Disqualification of an Expert, Section 2, RFP.

Score: Rating x Percentage assigned to criterion * The Team Leader must be identified among the experts.