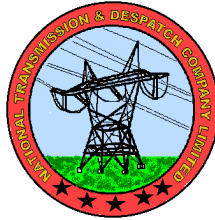


NATIONAL TRANSMISSION & DESPATCH COMPANY LIMITED



CONSULTANCY SERVICES AS OWNER ENGINEER FOR

**660KV 4000MW BIPOLE HVDC MATIARI-LAHORE TRANSMISSION PROJECT TO BE
EXECUTED BY EPC CONTRACTOR ON BOOT BASIS**

REQUEST FOR PROPSAL

TENDER NO. RFP-HVDC-102016

**DESIGN DEPARTMENT (NTDC)
OCTOBER, 2016**

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A. LETTER OF INVITATION



NATIONAL TRANSMISSION AND DESPATCH COMPANY LIMITED

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No. _____/CE/MP&M/

Office of the
Chief Engineer (MP&M) NTDC
622-WAPDA House, Lahore

Date: _____

Letter of Invitation

M/s _____

Subject: **CONSULTANCY SERVICES AS OWNER ENGINEER FOR 660kV 4000 MW BIPOLE HVDC MATIARI - LAHORE TRANSMISSION PROJECT TO BE EXECUTED BY EPC CONTRACTOR ON BOOT BASIS**

I. INTRODUCTION

NTDC have planned to establish its first HVDC Transmission Project for evacuation of upcoming bulk power generation in the south of the country to mid country load centers. The project is being developed in the framework of Government of Pakistan (GOP) Transmission Policy - 2015 for construction of transmission network under private regime on BOOT basis with commercial term of 25 years and then transfer the facility to NTDC in healthy operational form. The initial working of the project including project scope, transmission line route, convertor stations sites, survey and soil investigations have already been completed.

NTDC requires the services of consultants with proven insights and relevant experience as mentioned in the Terms of Reference who will support NTDC as Owner Engineer to undertake this project in a most efficient and professional way. Consultancy assignment as whole will require services in two parts: Part-I will be focused on the review, comment and give recommendations on power system studies analysis report prepared in this context, any further study required, technical specifications & basic design and testing & commissioning process of 660kV Bi-pole HVDC Matiari - Lahore Transmission Project to be executed by EPC Contractor on BOOT basis and; Part-II will require services for construction supervision of NTDC civil works at Matiari and Lahore convertor stations sites(as specified in Annex-2 Clause 2.2) along with any further assistance requested by NTDC's Project Management Unit. The cost of these services will be financed through NTDC own arrangements.

II. REQUEST FOR PROPOSAL

1. NTDC requires the services of consulting firms for both Part-I & II of the services who will be selected through Quality and Cost Based Selection (QCBS) process and the terms prescribed in the RFP.
2. RFP consists of the following documents:

- i. Letter of Invitation
- ii. General Information for Consultants (**Annex-1**)
- iii. Terms of Reference for Consultants (**Annex-2**)
- iv. Break up of Man Month Inputs of Key Personnel (**Annex-3**)
- v. Format for Technical Proposal (**Annex-4**)
- vi. Format for Financial Proposal (**Annex-5**)
- vii. Draft Contract Agreement for Consulting Services (**Annex-6**)

III. SUBMISSION OF PROPOSAL

Technical and Financial Proposals may be submitted in triplicate (one original + two copies of each), in separate sealed envelopes, for the complete scope as required under the Terms of Reference (TOR) provided in **Annex-2**, not later than 11:00 hours on 22-11-2016.

IV. INTENTION TO SUBMIT PROPOSAL

It is requested to intimate regarding intention to submit or otherwise the Proposal, alone or in association with others within seven days of the issuance of this letter.

V. TRANSMISSION ARRANGEMENTS AND SCHEDULE OF OPENING

The Technical and Financial Proposals should be submitted separately at the following address:

Chief Engineer (MP&M) NTDC
622-WAPDA House, Lahore

Technical proposals will be opened on 22-11-2016 at 11:30 hours in the office of the undersigned while the date and time for opening of financial proposals will be intimated later on.

VI. REQUEST FOR ADDITIONAL INFORMATION

In case any explanation to RFP document is required, you may contact the office of the undersigned not later than one week before submission date of the Proposal.

Yours faithfully,

Chief Engineer (MP&M) NTDC

Encl:

- | | |
|---------|--|
| Annex-1 | General Information for Consultants |
| Annex-2 | Terms of Reference for Consultants |
| Annex-3 | Breakup of Man months Input of Key Personnel |
| Annex-4 | Format for Technical Proposal with Appendices A to H |
| Annex-5 | Format for Financial Proposal with Appendix A |
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B. ANNEXURES (1 THROUGH 6)

ANNEX-1 (GENERAL INFORMATION FOR CONSULTANTS)

**CONSULTANCY SERVICES AS OWNER ENGINEER FOR
660kV 4000 MW BIPOLE HVDC MATIARI - LAHORE
TRANSMISSION PROJECT TO BE EXECUTED BY EPC
CONTRACTOR ON BOOT BASIS**

General Information for Consultants

1. Project

NTDC have entered into a Cooperation Agreement with State Grid Corporation China (CET), also referred to as the EPC Contractor, for execution of the 4000 MW, 660 kV Bipole HVDC Matiari – Lahore Transmission Project, the “Project”, on BOOT (build, own, operate, and transfer) basis, having a commercial life of 25 years and then transfer of facility to NTDC in healthy operational form. The initial working of the project including project scope, transmission line route, convertor stations sites, survey and soil investigations have already been completed. With a view to review basic design, technical specifications, power system studies and monitor development, construction and testing and commissioning of the Project, NTDC has decided to appoint a qualified and experienced Consultant who will act as Owner’s Engineer for the Project.

For purpose of clarity, Consultant in the context of this RFP means a professional who can study, design, organize, evaluate and manage project or assess, evaluate and provide specialist advice or give technical assistance and expertise relevant to the project, and includes private entities, consulting firms, engineering firms, international and multinational organizations, and individuals.

2. Procedure for Appointment of Consultants

- 1) The Consultants will submit their complete proposals as per the invitation of RFP and schedules given therein.
- 2) The Consultants will propose their work plan and methodology for undertaking the prescribed activities by assigning responsibilities of each member for approval of NTDC where applicable and the time involved.
- 3) The Consultants having appropriate capabilities and experience of Eligible Assignments as specified in TOR will be selected to undertake the services for satisfactory performance of various elements of the assignment.
- 4) NTDC will pay the costs for the consultancy services provided as per Contract.

3. Instructions Regarding Submission of Proposal

- i. One original and three copies of the Technical and Financial Proposals are required to be submitted separately (Two Envelope Method) and the type of proposal must be mentioned on each Envelope accordingly. The proposal should be in a sealed envelope indicating original or copy on each enclosure, as appropriate.
- ii. The proposal will be valid for a period of **120 days** after the last date of submission, extendable on the expiry of this period through mutual agreement.
- iii. The Proposal shall be submitted in the form and manner as specified in the RFP. The Technical Proposal shall be submitted in the form at **Annex-4** and the Financial Proposal shall be submitted in the form at **Annex-5**.
- iv. The Proposal and its copies shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page in each blue ink. All alterations, omissions, additions, or any other amendments made to the Proposal shall be

initialed by the authorized signatory. A Power of Attorney in respect of authorized representative of the firm shall be submitted with the Proposal as per format specified in Appendix-A to Annex-4 (Form-4).

- iv. The proposal, after evaluation as per the criteria given hereinafter, will form the basis for a contract between the Consultants and NTDC.
- v. The Contract will be governed by local laws and regulations.
- vi. Payment of all taxes and duties in respect of Consultants and their personnel will not be the responsibility of the Client.
- vii. Cost of consultancy services for Parts- I & II activities shall be provided separately in the Financial Proposal. However, proposal will be evaluated on the basis of total cost of Parts- I & II.

4. Evaluation of Proposal

i. Evaluation of Technical Proposal

The technical proposal will be evaluated on the basis of:

- a. Qualifications, experience and capabilities of the Consultants as detailed under Clause 7, Annex-2 "Terms of Reference".
- b. Quality and suitability of the approach/methodology, and
- c. Qualifications, experience and extent of availability of key personnel (both technical and managerial) allocated for this assignment.

The following criteria will be applied to evaluate the technical proposal:

Sr.#	Description	Max. Points
a.	Consultant's Experience	<u>100</u>
	i. HVDC Experience of Eligible Assignments as required in TOR	80
	ii. HVAC Experience	20
b.	Adequacy of the proposed approach, work plan and methodology in responding to the TOR	<u>100</u>
	i. Quality of methodology	32
	ii. Work Program	20
	iii. Man-month Deployment	28
	iv. Proposal presentation	20
c.	Key Personnel experience:	<u>800</u>
	i. Qualifications, competence and availability of the key personnel for this assignment	700
	ii. Proposed HVDC expert team's experience/composition as required in TOR	100
d.	Total Points	1000
e.	Minimum overall qualify score	700

NTDC will evaluate at first stage the Consultants' Technical Proposal with reference to the requirements given in the Terms of Reference to ensure that the Consultants are capable to carry out the assignment with competence, insight, and in highly professional manner.

NTDC's decision to accept or reject any proposal shall be final.

ii. Evaluation of Financial Proposal

The financial proposal of all technically qualified firms as per specified minimum threshold will be opened in the presence of their representatives who may attend the opening event. The formula for determining the financial score is as follows:

$$Sf = 100 Fm/F$$

Where;

$$\begin{aligned} Sf &= \text{Financial score} \\ Fm &= \text{is the lowest price} \\ F &= \text{The price of the proposal under consideration.} \end{aligned}$$

5. Ranking of Proposals

- i. Ranking of proposals will be done by applying a weight of 80% & 20% to the technical and financial score of each evaluated qualifying technical and financial proposal respectively and then computing the relevant combined total score for each Consultants proposal.
- ii. The applicant, whose proposal is ranked first, will be invited to negotiate financial, if deemed necessary and other terms of the contract to conclude a binding contract agreement. If negotiations prove unsatisfactory, the next ranked applicant will be invited for negotiations, and so on, to pursue finalization of the contract award.
- iii. The representative(s) conducting negotiations on behalf of the applicants must have written authority to negotiate and finalize the terms of the contract.

6. Rights Reserved

The Client reserves the right to reject any or all the proposals without assigning any reason.

7. Conflict of Interest

A conflict of interest is a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice as per prevailing anticorruption policy. The Consultants are expected to observe the highest standard of ethics.

Without limitation on the generality, Consultants shall not be recruited under the circumstances set forth below:

- a) **Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these guidelines).** A consulting firm or individual Consultant that has been engaged by NTDC to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, shall be disqualified from providing consulting services related to those goods, works or services. 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 (other than consulting services covered by these Guidelines) resulting from or directly related to the firm's or individual Consultants' services for such preparation or implementation.
- b) **Conflict among consulting assignments.** 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 Consultant 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.

- c) **Relationship with borrower's staff.** Consulting firms or individual Consultant that have a business or family relationship with a NTDC staff member or with a borrower's staff who are directly or indirectly involved in any part of (i) the preparation of the TOR of the contract, (ii) the recruitment process for such contract, or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NTDC throughout the recruitment process and the execution of the contract.

8. Unfair Competitive Advantage

Fairness and transparency in the recruitment process requires that consulting firms or individual Consultant competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, NTDC will make available to all the Consultants, together with the RFP, all other information simultaneously to all candidates that may give otherwise a consulting firm or an individual Consultant a competitive advantage.

9. Eligibility

To be eligible for evaluation of its Proposal, the Applicant shall meet the minimum eligibility criteria set forth in the TOR. To foster competition, any condition for participation shall be limited to the extent essential to ensure the firm's capability to fulfill the contract in question. However, the following consideration will also be taken into account:

Consultants may be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the borrower's country prohibits any payments to any country, person, or entity. Where the borrower's country prohibits payments to a particular Consultants or for particular goods by such an act of compliance, that Consultants may be excluded.

10. Association between Consultants

Consultants may form a joint venture/consortium agreement and may also propose sub-consultants and experts to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals. In case of JV/Consortium of firms, the association will appoint one of the firms to represent the association.

11. Language

Documentation and communication relating to this proposal as prepared by NTDC and Consultants shall be in English.

12. Fraud and Corruption

NTDC's anticorruption policy requires that Consultants observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, in the context of these Guidelines, NTDC:

- 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, of any thing of value of influence the action of any party in the Consultants selection process or in Contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence selection process or in Contract execution;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Consultants, with or without the knowledge of a Client, designed to influence the action of any party in the Consultants selection process or the executions of a Contract;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a Consultants selection process, or affect the execution of a Contract.
- b) will reject a proposal for an award, if it determines that the Consultants recommended for the award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in question;
 - c) will cancel the portion of the financing allocated to a Contract, if it determines at any time that representatives of the Consultants engaged in corrupt, fraudulent, collusive, or coercive practices during the Consultants selection process or the execution of the Contract;
 - d) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in NTDC financed activities, if it at any time determines that the consultants has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or other prohibited practices in competing for, or in executing, a NTDC finance Contract; and
 - e) will have the right to require that in Consultants selection documentation and in Contracts financed by NTDC, a provision be included requiring Consultants to permit NTDC or its representative to inspect their accounts and records and other documents relating to Consultants selection and to the performance of the Contract and to have them audited by auditors appointed by NTDC.

13. Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process until the publication of the award of Contract.

ANNEX-2 (TERMS OF REFERENCE (TOR) FOR CONSULTANTS)

**CONSULTANCY SERVICES AS OWNER ENGINEER FOR
660kV 4000 MW BIPOLE HVDC MATIARI - LAHORE
TRANSMISSION PROJECT TO BE EXECUTED BY EPC
CONTRACTOR ON BOOT BASIS**

Terms of Reference (TOR) for Consultants

1. Scope of the Project

NTDC have entered into a Cooperation Agreement with State Grid Corporation China (CET), also referred to as the EPC Contractor, for execution of the 4000 MW, 660 kV Bipole HVDC Matiari – Lahore Transmission Project on a BOOT (build, own, operate, and transfer) basis, having a commercial life of 25 years which includes but not limited to the following:

a) HVDC Substation Matiari

Conversion Power rated 4000 MW, Bipole 660 kV HVDC.

Convertor valve, Double Pole each in a 12-pulse valve group connection, Transformers single phase two windings convertor transformers each 401 MVA, 500 kV AC Yard open outdoor arrangement, 500 kV AC filters open outdoor equipment 4 banks, 16 sub banks, 500 kV AC PLC, 35 kV AS section, smoothing reactors, (Dry Type 75 mH), auxiliary power supply through 35/11.5 kV auxiliary transformer.

b) HVDC Substation Lahore

Conversion Power rated 4000 MW, Bipole 660 kV HVDC.

Convertor valve, Double Pole each in a 12-pulse valve group connection, Transformers single phase two windings convertor transformers each 401 MVA, 500 kV AC Yard open outdoor arrangement, 500 kV AC filters open outdoor equipment 4 banks, 16 sub banks, 500 kV AC PLC, 35 kV AS section, smoothing reactors, (Dry Type 75 mH), auxiliary power supply through 35/11.5 kV auxiliary transformer.

c) Grounding electrodes and Electrodes Lines at Matiari and Lahore

d) Three Repeater Stations

e) HVDC 660 kV Bipole Transmission Line approximately 870km from Matiari to Lahore

The above cited components of the Project are to be designed and constructed by the EPC contractor on BOOT basis.

2. Scope of Consultancy Services

Being the first HVDC project involving multiple system studies, sensitive analysis and huge capital investment, new technology compatibility, quality and operation issues, NTDC considers it imperative to hire the services of an HVDC expert consultant having proven relevant track experience with equally good local partner that may deliver the reviews/recommendations of highest quality.

The scope of consultancy services entails two parts. For Part-I NTDC intends to hire services of international consultant having HVDC Expertise on similar projects meeting the requirements as

set in the following Terms of Reference. For Part-II the services of local consultant meeting the requirements of TOR are envisaged. The consultant shall have to submit offer for complete assignment i.e. both Part-I & II. Proposals offering partial services will be rejected.

For this NTDC intends to hire services of Owner's Engineer with capability meeting or exceeding the requirements of the Project including but not limited to the following:

2.1 Part-I

The Owner's Engineer will provide NTDC with technical insight and support in the following areas:

2.1.1 System Studies

The Owner's Engineer will support NTDC in establishing the appropriate study methodology and content for this project. Existing planning study reports will be reviewed, identifying gaps that may require further study or analysis. The review will be based on specific project requirements and studies typically completed for HVDC projects to confirm development plans and substantiate ratings.

Additional planning work could be completed by the Owner's Engineer (cost of which may please be included as separate lump sum item in direct cost), CET and/or other parties. Should these studies be completed by CET or other parties, support to NTDC will be provided to evaluate study methodology and results of those studies.

Upon confirmation of system design and ratings, the Owner's Engineer can either perform (cost of which may please be included as separate lump sum item in direct cost) or review equipment design studies performed by CET (depending on contractual arrangements) to determine specific equipment ratings and requirements.

The Owner's Engineer will assist NTDC in relation to any technical correspondence or communication related to the studies.

2.1.2 Contract Assistance

The Owner's Engineer will provide technical guidance to assist NTDC with contract preparation and negotiation in areas such as project costs, schedule, liquidated damages, operations and maintenance, warranty, reliability, training, spare parts, etc.

The Owner's Engineer will review the functional and technical specifications, which are to be modified by CET based upon study results and comments provided by NTDC. These specifications will become contract documents with respect to technical supply and requirements for the project.

The Owner's Engineer will assist NTDC in relation to any contractually related technical correspondence with CET.

2.1.3 Design Reviews (Technical Specification and Basic Design)

The Owner's Engineer will perform review of design submittals by CET to confirm conformance to the specification and typical HVDC project requirements. Comments will be provided identifying deviations from the specification, contractual standards or industry best practices.

The Owner's Engineer will support NTDC in relation to technical communication with CET to implement revisions to the design submittals. However, the EPC Contractor shall be responsible for Plant design and performance guarantee.

The Owner's Engineer will support NTDC in evaluating and substantiating any cost adder or reduction that may arise from design revisions.

2.1.4 Construction Support

The Owner's Engineer will support NTDC throughout the construction phase of the project by inspecting the installation of equipment, responding to technical inquiries, substantiating any change orders and verifying the project quality, adherence to time schedule and quantity utilization. Construction supervision of the transmission line, converter and electrode stations will be provided by the Owner's Engineer. Owner's Engineer shall assess the adequacy of all inputs such as materials and labor that are deployed by the EPC contractor and their methods of work in relation to the required progress, and when required, take appropriate action in order to rectify and to expedite progress. Owner Engineer shall assist the authorized representatives of the concerned employer in carrying out inspection of material and equipment at the manufacturers' works as per approved drawings and technical specifications.

2.1.5 Quality Assurance

The Owner's Engineer will assist NTDC with establishing a quality control plan appropriate for the project. Factory test plans and commissioning test plans will be reviewed and comments provided based on contractual requirements, industry standards and typical HVDC project installations.

The Owner's Engineer will assist in identifying necessary factory testing requirements, and reviewing factory test results. For major equipment including valves, transformers, smoothing reactors and control and protection systems (functional and dynamic performance tests) the Owner's Engineer will perform factory inspections and witness factory tests.

During commissioning, the Owner's Engineer will support NTDC by reviewing test procedures, monitoring test execution and verifying results. The Owner's Engineer will provide guidance to NTDC related to test scheduling and recommending corrective measures and courses of action.

The Owner's Engineer will provide final technical guidance with respect to acceptance of the final installation and support NTDC in technical communications to that respect.

2.1.6 Operation and Maintenance

The Owner's Engineer will review final documentation, including final station drawings, Operation and Maintenance (O&M) manuals, and maintenance plans and procedures for conformance to the specification, contractual standards and industry best practices.

The Owner's Engineer will assist NTDC in relation to any technical correspondence related to operation and maintenance planning.

2.1.7 Training and Technology Transfer

The Owner's Engineer will provide technical assistance, technology transfer and training to NTDC personnel so that they can perform services for similar NTDC projects in future. The trainings/technology transfer shall include but not limited to classroom trainings, on job trainings, hands-on practice, professional level training & provision of softwares used during the assignment by the Owner's Engineer.

In this respect the consultants shall provide details about programme and mode of trainings/technology transfer along with the proposal. The training/technology transfer shall preferably be provided at NTDC premises.

2.2 Part-II

The Owner's Engineer will perform construction supervision of civil works to be carried out by NTDC at converter stations (Matiari and Lahore) & others for development of sites and residences / apartments for transmission line O&M staff.

In this respect the Owner's Engineer shall:

- Check and ensure the quality of work at site in accordance with NTDC approved specifications/drawings and stipulated standards.
- Monitor contractor(s) progress in association with NTDC representative and resolve problems at site to achieve scheduled targets.
- Inspect quality of construction materials at site.

3. Project Monitoring Reports

- Consultants shall submit monthly reports to NTDC.
- The Consultants shall prepare the consolidated quarterly progress reports in the designated format.

4. Obligations of NTDC

NTDC will facilitate the Consultants in respect of the following:

- Make available to the Consultants all necessary data, information, drawings, specifications, standards, design guidelines, procedures etc. for reference.
- Review and provide comments/approval with regard to the draft documents submitted by the Consultants within a mutually accepted timeframe.

5. Schedule of Services

The schedule of completion of the Works under the BOOT Contract is 24 months (Construction Period). The activity schedule and schedule of services/man-months deployment of the Consultants shall be mutually agreed at the commencement of the services.

Any extension in the period of services shall be on the terms and conditions mutually agreed between the Client and the Consultants.

6. Special Services

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

7. Eligibility/Qualification Criteria for Owner's Engineer

1. The Consultants shall have experience of providing services for minimum 5 Eligible Assignments as defined hereunder.

2. The Consultants' key personnel shall meet the qualification & experience criteria specified in **Annex-3**.
3. The Consultants shall have minimum 20 years of overall consulting experience in projects of high voltage transmission line and grid stations.
4. For ascertaining financial capacity, the Consultant shall submit information as required in **Form-5**, Appendix-A to Annex-4 of the RFP

For the purpose of determining eligibility and qualification of Consultants for Part-I of the assignment, the consultancy services in the role of Owner's Engineer for HVDC Projects comprising following elements shall be deemed Eligible Assignments and will be considered during evaluation of the Consultants:

- Performing and reviewing power system studies related to the development of HVDC systems.
- Design of HVDC Converter Stations, Electrode station, transmission line, protection schemes, and Telecom & SCADA installation and development of Technical Specifications
- Contractual and Technical Contract Negotiation Assistance.
- Document Review Activities.
- Factory Inspections and Witnessing Factory Acceptance Tests.
- Construction supervision and Commissioning Assistance.

Provided that Consultant claiming credit for an Eligible Assignment should have completed the assignment prior to last date for submission of the Proposal.

In case of Joint Venture/Consortium at least one partner (HVDC Expert for Part-I of the assignment) of JV/Consortium must meet the above eligibility/qualification criteria and the other partner must meet the following criteria:

Eligibility/Qualification Criteria for Local Partner of JV/Consortium

- a) The Consultants shall have minimum 10 years' experience of providing consultancy services (comprising but not limited to construction supervision and project management) for 220kV or higher voltage transmission lines and grid stations and demonstrated expertise of minimum 3 projects completed prior to last date for submission of the Proposal.
- b) The Consultants' key personnel shall meet the qualification & experience criteria specified in **Annex-3**.
- c) Consultant shall hold valid registration with Pakistan Engineering Council (PEC) in appropriate category before or at the time of award of Contract.
- d) For ascertaining financial capacity, the Consultant shall submit information as required in **Form-5**, Appendix-A to Annex-4 of the RFP.

8. Documents Establishing Qualification of Consultant

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

- i) The background and experience of the each partner of consortium or joint venture including authenticated list and other supporting documents of past and present works of a nature

similar to this project.

- ii) The detailed approach and methodology along with activity-wise time schedule proposed for carrying out the services as mentioned under the scope of consultancy services including other detailed information as deemed relevant.
- iii) The name, qualifications and professional experience of key personnel to be assigned to the project.

9. Housing and Office Facilities for the Consultants

9.1 The Consultants shall establish their project office near the Client's office. The Construction/Resident Engineer and field engineers will maintain Field Office/Camp(s) at the site(s).

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

10. Transport

10.1 Consultants will arrange transport during the Project themselves and the cost will be built in the direct cost of the Consultancy Services. Operation and maintenance of vehicles will be covered in the direct cost of the Consultants.

11. Taxes and Duties

11.1 The payment of Taxes, Duties, Fees and other impositions as may be levied under the applicable law, in respect of the Consultants and their personnel shall not be the responsibility of Client.

12. Estimated Man-Months

12.1 The estimated total man-months for Part I & II for the Consultants for complete scope of services are 324 man-months. The breakup of man-months allocated for the project is given below. These total man-months include key personnel, professionals, para professionals and support personnel of Consultants.

12.2 Detail of estimated man-months is as under:

Description	Man-Months for Part-I	Man-Months for Part-II	Total Man-Months for Part-I & II
Key Personnel	105	59	164
Other Personnel (professionals, para professionals and support staff)	70	90	160
Total	175	149	324

13. Currency of Payment

- a) All payments to the Consultants shall be made by the Client in Pakistan Rupees.

- b) Payment of remuneration for the foreign partner of Consultants shall be made by the Client in Pak Rupees equivalent to the foreign currency remuneration in US dollar at the exchange rate prevailing at the time of payment.

14. Validity of the Proposal

The proposal for consultancy services shall be valid up to 120 days from the proposal submission date.

15. Contract for Engineering Consultancy Services

In general, the guidelines issued by Pakistan Engineering Council (PEC) Islamabad in the Standard Format for contracts for engineering consultancy services (for Large Projects) will be followed.

**ANNEX-3 (BREAK UP OF MAN MONTHS INPUT OF KEY
PERSONNEL)**

Estimated Man-Months of Key Personnel
Part-I (as per para 2.1 of TOR)

Consultants shall propose man month deployment of key person as per estimated man-months listed below with the best utilization of resources and competitiveness of proposal and accordingly its reflection in the financial proposal. The Consultants shall also provide breakup of man-months deployment as Home & Field keeping the total man-months same as below:

Sr. No.	Position	Person	Man Months
A.	KEY PERSONNEL		
1	Project Manager/Technical Team Leader	1	11
2	HVDC Power System Study Expert	1	7
3	HVDC Transmission System Equipment/Design Review Expert	1	10
4	HVDC Protection Engineering Expert	1	6
5	SCADA & Telecom. Expert	1	5
6	Testing & Commissioning Expert	2	6
7	Chief Engineer (Design)/Project Coordinator	1	12
8	Engineering Expert (Substation)	1	6
9	Engineering Expert (T/Line)	1	6
10	Engineering Expert (Protection)	1	6
11	Engineering Expert (Telecom & SCADA)	1	3
12	**Other Experts	-	27
	Sub-Total (A)		105
B.	Jr. Engineers, Para-Professional & Support Staff	-	70
	TOTAL (A+ B)		175

Notes:

- i) The Consultants may propose own adjustment of man-months for key persons so far as total man-months remain the same as above.
- ii) All the key personnel of Consultants should be nominated by name in the proposal. Any TBN (To Be Nominated) Key personnel will not be considered for evaluation.
- iii) For item marked '**' the consultants shall propose key personnel against these as deemed appropriate and assign man-months distribution while ensuring the total man-months remain the same as specified therein. The experts proposed against these will not be scored during evaluation of the proposal however, the proposed experts should have at least bachelor's degree in relevant profession along with overall experience of 10 years including 7 years of exposure to relevant field. The assignment on project of these personnel shall be with concurrence of the Client.

**Estimated Man-Months of Key Personnel for
Construction Supervision of NTDC Civil Works
Part-II (as per para 2.2 of TOR)**

Construction supervision of civil works to be carried out by NTDC at Matiari and Lahore convertor stations and others for development of sites and residences / apartments for transmission line O&M staff.

Sr. No.	Position	Person	Total Man month
A.	KEY PERSONNEL		
1	Project Manager	1	20
2	Resident Engineer (S/S & T/Line)	2	16
3	Sr. Engineer (Civil)	1	10
4	Geotech Expert	1	3
5	Site Engineer (Civil)	2	10
Sub-Total (A)			59
B.	Jr. Engineers, Para-Professional & Support Staff		90
TOTAL (A+ B)			149

Qualifications and Experience of Consultants' Key Personnel

Consultant will assign adequately qualified key personnel to carry out the implementation of the Project & man-months inputs which are indicated in Part-I & II in this Annex. In particular, the key personnel should possess the qualification and experience as indicated in following tables. Where multiple persons are required against a position, the maximum marks would be distributed equally keeping in view the number of key personnel proposed for that part of assignment.

Part-I

S.No.	Key Personnel	Criteria	Weightage	Marks	Max Marks
1.	Project Manager/Technical Team Leader	a) Qualification			135
		i. Graduate in Electrical Engineering	19 marks	Max. 22	
		ii. Postgraduate in Electrical Engineering	3 marks		
		b) Experience			
		i. Five executed Eligible Assignments (ref. Clause 7, TOR for Part-I) in senior techno-managerial position prior to Proposal submission date.	18 marks each Eligible Assignment	18 x 5 (Max. 90)	
		ii. Experience of 20 years or more but less than 25 years	18 marks	Max. 23	
iii. Experience of 25 years or more.	23 marks				
2.	HVDC Power System Study Expert	a) Qualification			78
		i. Graduate in Electrical Engineering	11 marks	Max. 13	
		ii. Postgraduate in Electrical Engineering	2 marks		
		b) Experience			
		i. Four executed Eligible Assignments (ref. Clause 7, TOR for Part-I) prior to Proposal submission date where the personnel has specifically performed load flow studies, short circuit/fault analysis including lightning and switching surge performance studies, steady state & transient stability studies and TOV studies,.	13 marks each Eligible Assignment	13 x 4 (Max. 52)	
		ii. Experience of 12 years or more but less than 15 years	10 marks	Max. 13	
iii. Experience of 15 years or more.	13 marks				

S.No.	Key Personnel	Criteria	Weightage	Marks	Max Marks
3.	HVDC Transmission System Equipment/Design Review Expert	a) Qualification			78
		i. Graduate in Electrical Engineering	11 marks	Max. 13	
		ii. Postgraduate in Electrical Engineering	2 marks		
		a) Experience			
		i. Four executed Eligible Assignments (ref. Clause 7, TOR for Part-I) prior to Proposal submission date where the personnel has specifically performed design review of converter stations and electrode.	13 marks each Eligible Assignment	13 x 4 (Max. 52)	
		ii. Experience of 15 years or more but less than 20 years	10 marks	Max. 13	
iii. Experience of 20 years or more.	13 marks				
4.	HVDC Protection Engineering Expert	a) Qualification			78
		i. Graduate in Electrical Engineering	11 marks	Max. 13	
		ii. Postgraduate in Electrical Engineering	2 marks		
		b) Experience			
		i. Four executed Eligible Assignments (ref. Clause 7, TOR for Part-I) prior to Proposal submission date where the personnel has specifically performed design/review of converter station/grid station protection schemes.	13 marks each Eligible Assignment	13 x 4 (Max. 52)	
		ii. Experience of 10 years or more but less than 15 years	10 marks	Max. 13	
iii. Experience of 15 years or more.	13 marks				

S.No.	Key Personnel	Criteria	Weightage	Marks	Max Marks
5.	SCADA & Telecom Expert	a) Qualification			78
		i. Graduate in Electrical/Telecom Engineering	11 marks	Max. 13	
		ii. Postgraduate in Electrical/Telecom Engineering	2 marks		
		b) Experience			
		i. Four executed Eligible Assignments (ref. Clause 7, TOR for Part-I) prior to Proposal submission date where the personnel has specifically performed installation/supervision/review of telecom & SCADA equipment on converter stations/grid stations.	13 marks each Eligible Assignment	13 x 4 (Max. 52)	
		ii. Experience of 10 years or more but less than 15 years	10 marks	Max. 13	
iii. Experience of 15 years or more.	13 marks				
6.	Testing & Commissioning Expert	a) Qualification			78
		i. Graduate in Electrical Engineering	11 marks	Max. 13	
		ii. Postgraduate in Electrical Engineering	2 marks		
		b) Experience			
		i. Four executed Eligible Assignments (ref. Clause 7, TOR for Part-I) prior to Proposal submission date where the personnel has specifically performed testing and commissioning of converter stations and grid stations.	13 marks each Eligible Assignment	13 x 4 (Max. 52)	
		ii. Experience of 10 years or more but less than 15 years	10 marks	Max. 13	
iii. Experience of 15 years or more.	13 marks				

S.No.	Key Personnel	Criteria	Weightage	Marks	Max Marks
7.	Chief Engineer Design/Project Coordinator	a) Qualification			30
		i. Graduate in Electrical Engineering	3.5 marks	Max. 4	
		ii. Postgraduate in Electrical Engineering	0.5 mark		
		b) Experience			
		i. Five executed assignments prior to Proposal submission date where the personnel in senior techno-managerial position has performed design review/supervision activities on project of HVAC/HVDC transmission line and grid station/converter stations.	4.4 marks each assignment	4.4 x 5 (Max. 22)	
		ii. Experience of 10 years or more but less than 15 years	3 marks	Max. 4	
		iii. Experience of 15 years or more.	4 marks		
8.	Engineering Expert (Substation)	a) Qualification			13
		i. Graduate in Electrical Engineering	1.3 marks	Max. 1.5	
		ii. Postgraduate in Electrical Engineering	0.2 marks		
		b) Experience			
		i. Four executed assignments prior to Proposal submission date where the personnel has performed design review/installation supervision of HVAC/HVDC grid station/converter stations.	2.5 marks each assignment	2.5 x 4 (Max. 10)	
		ii. Experience of 10 years or more but less than 15 years	1 marks	Max. 1.5	
		iii. Experience of 15 years or more.	1.5 marks		
9.	Engineering Expert (T/Line)	a) Qualification			13
		i. Graduate in Electrical/Mechanical/Civil Engineering	1.3 marks	Max. 1.5	
		ii. Postgraduate in Electrical/Mechanical/Civil Engineering	0.2 marks		
		b) Experience			
		i. Four executed assignments prior to Proposal submission date where the personnel has performed design review/construction supervision of HVAC/HVDC transmission lines.	2.5 marks each assignment	2.5 x 4 (Max. 10)	
		ii. Experience of 10 years or more but less than 15 years	1 marks	Max. 1.5	
		iii. Experience of 15 years or more.	1.5 marks		

S.No.	Key Personnel	Criteria	Weightage	Marks	Max Marks
10.	Engineering Expert (Protection)	a) Qualification			13
		i. Graduate in Electrical Engineering	1.3 marks	Max. 1.5	
		ii. Postgraduate in Electrical Engineering	0.2 marks		
		b) Experience			
		i. Four executed assignments prior to Proposal submission date where the personnel has performed design review/installation of HVAC/HVDC grid station/converter stations' protection schemes.	2.5 marks each assignment	2.5 x 4 (Max. 10)	
		ii. Experience of 10 years or more but less than 15 years	1 marks	Max. 1.5	
iii. Experience of 15 years or more.	1.5 marks				
11.	Engineering Expert (Telecom & SCADA)	a) Qualification			13
		i. Graduate in Electrical/Telecom Engineering	1.3 marks	Max. 1.5	
		ii. Postgraduate in Electrical/Telecom Engineering	0.2 marks		
		b) Experience			
		i. Four executed assignments prior to Proposal submission date where the personnel has performed design review/installation of installation/supervision/review of telecom & SCADA equipment on HVAC/HVDC grid station/converter stations.	2.5 marks each assignment	2.5 x 4 (Max. 10)	
		ii. Experience of 10 years or more but less than 15 years	1 marks	Max. 1.5	
iii. Experience of 15 years or more.	1.5 marks				

Proposed HVDC expert team's experience:

The proposed HVDC team of key personnel (S.No. 1 to 6) is desired to have worked together on eligible assignment(s) prior to the current project. A total of 100 marks shall be given for such team work as follows:

For each eligible assignment: 50 marks (50 x 2 = 100 marks Max.)	Team Leader: 10 marks	Other HVDC experts: 8 marks each (8 x 5 = 40 marks)
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For every position, if the nominated expert has worked with the rest of the team, marks shall be awarded as per plan given above. In case, such as expert is nominated who has not worked with the nominated team prior to this assignment, no marks shall be awarded.

Proofs in this regard shall be provided in the form of the contracts with the Employer showing team composition and a certificate from the Employer that the said key experts worked together on the mentioned assignment.

Part-II

S.No.	Key Personnel	Criteria	Weightage	Marks	Max Marks
1.	Project Manager	a) Qualification			30
		i. Graduate in Electrical/Mechanical/Civil Engineering	3.5 marks	Max. 4	
		ii. Postgraduate in Electrical/Mechanical/Civil Engineering	0.5 mark		
		b) Experience			
		i. Five executed assignments prior to Proposal submission date where the personnel in senior techno-managerial position has performed design review/supervision activities on projects of 220kV or higher voltage HVAC T/line and G/Stations.	4.4 marks each assignment	4.4 x 5 (Max. 22)	
		ii. Experience of 15 years or more but less than 20 years	3 marks	Max. 4	
		iii. Experience of 20 years or more.	4 marks		
2.	Resident Engineer (Substation and Transmission Line)	a) Qualification			24
		i. Graduate in Electrical/Mechanical/Civil Engineering	3.5 marks	Max. 4	
		ii. Postgraduate in Electrical/Mechanical/Civil Engineering	0.5 marks		
		b) Experience			
		i. Four executed assignments prior to Proposal submission date where the personnel has performed design review/construction supervision of 220kV or higher voltage HVAC T/line and G/Stations.	4 marks each assignment	4 x 4 (Max. 16)	
		ii. Experience of 10 years or more but less than 15 years	3 marks	Max. 4	
		iii. Experience of 15 years or more.	4 marks		

3.	Senior Engineer (Civil)	a) Qualification			13
		i. Graduate in Civil Engineering	1.3 marks	Max. 1.5	
		ii. Postgraduate in Civil Engineering	0.2 marks		
		b) Experience			
		i. For executed assignments prior to Proposal submission date where the personnel has performed civil works design review/construction supervision of 220kV or higher voltage HVAC T/line and G/Stations.	2.5 marks each assignment	2.5 x 4 (Max. 10)	
		ii. Experience of 8 years or more but less than 12 years	1 marks		
iii. Experience of 12 years or more.	1.5 marks				
4.	Geotech Expert	a) Qualification			13
		i. Graduate in Civil Engineering/Geological Sciences	1.3 marks	Max. 1.5	
		ii. Postgraduate in Civil Engineering/Geological Sciences	0.2 marks		
		b) Experience			
		i. Four executed relevant assignments prior to Proposal submission preferably on projects of high voltage transmission lines and grid stations.	2.5 marks each assignment	2.5 x 4 (Max. 10)	
		ii. Experience of 8 years or more but less than 12 years	1 marks		
iii. Experience of 12 years or more.	1.5 marks				
5.	Site Engineer (Civil)	a) Qualification			13
		i. Graduate in Civil Engineering	1.3 marks	Max. 1.5	
		ii. Postgraduate in Civil Engineering	0.2 marks		
		b) Experience			
		i. Four executed assignments prior to Proposal submission date where the personnel has performed site supervision activities on projects of 220kV or higher voltage HVAC T/line and G/Stations.	2.5 marks each assignment	2.5 x 4 (Max. 10)	
		ii. Experience of 5 years or more but less than 8 years	1 marks		
iii. Experience of 8 years or more.	1.5 marks				

ANNEX-4 (FORMAT FOR TECHNICAL PROPOSAL)

FORMAT FOR TECHNICAL PROPOSAL

1. Technical Proposal will be in English language and to be submitted on the format / sample at **Appendix-A** to this Annexure. It will demonstrate the Consultants' knowledge regarding requirements of assignment and understanding of the tasks set forth in Terms of Reference (TOR) (Annex-2)
2. The Proposal should be based on the following format:
 - i. Background and experience of the Consultants and of any other firm(s) associated for the purpose of providing the services for this assignment. A list of past and present references covering major assignments of similar nature carried out, or being carried out by the consortium (and the associated firms(s), if any) as per sample at **Appendix-B** to this Annexure. Separate sheet shall be used for design and construction supervision assignments.
 - ii. General approach and methodology proposed for carrying out the Assignment including such detailed information as deemed relevant (sample form at **Appendix-C** to this Annexure).
 - iii. Supportive illustrations (separate for each project) by way of:
 - a. Implementation work plan/schedule of principal activities (sample at **Appendix-D** to this annexure).
 - b. A bar-chart manning schedule indicating the estimated duration (separately in the head office and in the field) as per sample at **Appendix-E** to this Annexure.
 - c. Composition of team personnel and the tasks to be assigned (sample at **Appendix-F** to this Annexure).
 - iv. Name, age, background, employment records and detailed professional experience of the key staff to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project (sample of CV at **Appendix-G** to this Annexure).
 - v. Comments, if any, regarding the Terms of Reference (TOR) etc. to improve performance in carrying out the assignment (sample at **Appendix-H** to this Annexure).
 - vi. Proposed association arrangements in accordance with requirements of the Pakistan Engineering Council Act, supported with:
 - a. M.O.U of association arrangements duly signed by all the members indicating very clearly the activities to be undertaken by each partner and value wise percentage share in the contract.
 - b. An organization chart along with details of association arrangements to show equitable and effective participation of the members and regional representation, if any.
 - c. the communication arrangement with the Client and the leader/team who will interact with the Client.
 - vii. Status of registration with Pakistan Engineering Council for local partner which is a statutory requirement of the Government of Pakistan.

Form-I

TECHNICAL PROPOSAL SUBMISSION FORM

(To be forwarded on the letter head of the Applicant)

[Location, Date]

To

Chief Engineer (MP&M) NTDC
622-WAPDA House, Lahore

Subject: **CONSULTANCY SERVICES AS OWNER ENGINEER FOR 660kV 4000 MW BIPOLE HVDC MATIARI - LAHORE TRANSMISSION PROJECT TO BE EXECUTED BY EPC CONTRACTOR ON BOOT BASIS**

Sir,

We, the undersigned, offer to provide the services as Consultants in accordance with your Request for Proposal dated [date], and our Proposal. We are hereby submitting our Proposal which includes this technical proposal, and a financial proposal **sealed under separate envelopes.**

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

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

We remain,

Yours Sincerely,

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

Form-II

PARTICULARS OF THE APPLICANT

1.1	Title of Consultancy: Owner's Engineer for for 660kV 4000MW bipole HVDC Matiari - Lahore Transmission Project
1.2	Title of Project: 660kV 4000 MW BIPOLE HVDC MATIARI - LAHORE TRANSMISSION PROJECT TO BE EXECUTED BY EPC CONTRACTOR ON BOOT BASIS
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business: Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No.: E-mail address:
1.5	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation: (iii) Registered address and principal place of business:
1.6	For the Applicant, (in case of a consortium, for each Member), state the following information: (i) In case of non-Pakistani Firm, does the Firm have business presence in Pakistan? Yes/No If so, provide the office address (es) in Pakistan. (ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No (iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No

	<p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p> <p style="text-align: right;">(Signature, name and designation of the authorized signatory) For and on behalf of</p>
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Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

(Date and Reference)

To,
Chief Engineer (MP&M) NTDC
622-WAPDA House, Lahore.

Subject: **CONSULTANCY SERVICES AS OWNER ENGINEER FOR 660kV 4000 MW BIPOLE HVDC MATIARI - LAHORE TRANSMISSION PROJECT TO BE EXECUTED BY EPC CONTRACTOR ON BOOT BASIS**

Sir,

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorized Representative/will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)
For and on behalf of.....

**Please strike out whichever is not applicable*

Form-4

Power of Attorney

Know all men by these presents, we,..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms..... and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Owner Engineer or 660kv 4000 MW Bipole HVDC Matiari - Lahore Transmission Project, proposed to be developed by NTDC (the “**Authority**”) through EPC Contractor, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 2016

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....
(Signature, name, designation and address of the Attorney)

Form-5

Financial Capacity of the Applicant
(Refer Clause 2.2.2 (B))

S.No.	Financial Year Annual Revenue	(US \$ in millions)
1		
2		
3		

Certificate from the Statutory Auditor

This is to certify that..... (name of the Applicant) has received the payments shown above against the respective years on account of consultancy fees.

Name of the audit firm:

Seal of the audit firm:

Date:

(Signature, name, designation and address of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note:

1. Please do not attach any printed Annual Financial Statement.
2. In case of JV/association each member shall submit this form separately.

CONSULTANT'S EXPERIENCE

Eligible Assignments carried out in the Last Twenty Years Which best illustrate Qualifications and Experience (Clause 7 of TOR)

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

Assignment Name:		Country:	
Location within Country:		Professional Staff Provided by Your Firm:	
Name of Client:		No. of Staff:	
Address:		No. of Staff Months:	
Start Date: (month Year)		Completion Date: (month Year)	
Name of Associated Firm(s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s):	
Name of Senior Staff (Project Manager/Coordinator, Team Leader/Construction Manager) involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided by Your Firm also showing percentage share and the position in the joint venture/consortium, if applicable:			

Relevant evidence to be enclosed to substantiate the claim.

Consultants' Name: _____

**COMPOSITION OF THE KEY PERSONNEL AND
THE TASKS TO BE ASSIGNED****1. Technical/Managerial Personnel**

Sr. No.	Name	Position	Tasks/Assignment

2. Support Personnel

Sr. No.	Name	Position	Tasks/Assignment

Eligible Assignments of Key Personnel
(Form-I)

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Length in km or other particulars	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key Personnel)</p>	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL
(Form-II)

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Staff: _____
4. Profession: _____
5. Date of Birth: _____
6. Years with Firm: _____
7. Nationality: _____
8. Membership in Professional Societies: _____
9. Detailed Tasks Assigned on the Project: _____

10. Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page.]

11. Education:

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.]

13. Language:

[Indicate proficiency in speaking, reading and writing of each language as excellent good, fair or poor.]

14. Certification:

- a. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- b. I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes myself, my qualifications and my experience.

Signature of Staff Member

Authorized official from the firm

Date: _____
Day/Month/Year

Note: Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

COMMENTS/SUGGESTIONS BY THE CONSULTANTS

I. On the Terms of Reference (TOR)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

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

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

ANNEX-5 (FORMAT FOR FINANCIAL PROPOSAL)

FORMAT FOR FINANCIAL PROPOSAL

1. Financial proposal expressed in local and foreign currency, should be prepared on “Cost Plus-Fee” basis and be accompanied by supporting documents as per sample in **Appendix-A** of this Annexure.
2. The proposal should show in detail:
 - i. The man-months for each Consultant’s personnel proposed to be assigned to various activities.
 - ii. a. A break down of a time based rates as per samples in **Forms 1, 2 & 3 of Appendix-A** of this Annexure.
b. The breakdown of all time based rates including actual basic salary, fringe benefits, firm’s overheads and fees to justify the billing rates. Certification on breakdown of fringe benefits and overheads by an independent firm of auditors must also be submitted.
3. The proposal should contain:
 - i. An estimate of the salary costs/remuneration of Consultants personnel, (foreign and local) as per sample in **Form 4 of Appendix-A** of this Annexure.
 - ii. An estimate of direct costs/non salary costs together with breakdown for various items as per sample in **Form 5 of Appendix-A** of this Annexure.
4. The proposal should also contain summary of the costs as per sample in **Form 6 of Appendix-A** of this Annexure.
5. Form 4 should be submitted separately for Part I & II.

FINANCIAL PROPOSAL SUBMISSION FORM

[Place and Date]

To: Chief Engineer (MP&M) NTDCL
622-WAPDA House, Lahore

Subject: **CONSULTANCY SERVICES AS OWNER ENGINEER FOR 660kV 4000 MW BIPOLE HVDC
MATIARI - LAHORE TRANSMISSION PROJECT TO BE EXECUTED BY EPC
CONTRACTOR ON BOOT BASIS**

Sir,

I/We _____ enclose Financial Proposal of our Firm/JV/Association for providing consultancy services for the subject Project, amounting to total cost of services as Rs. _____ (Rupees _____) plus US\$ _____ (United States Dollars _____) for Part-I and Rs. _____ (Rupees _____) for Part-II.

We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Signature: _____

Full Name: _____

Designation: _____

Address: _____

(Authorized Representative)

FINANCIAL PROPOSAL

Should include the following:

- | | |
|--|--------|
| 1. Breakdown of Rates for Consultancy Contract | Form 1 |
| 2. Breakdown of Social Charges | Form 2 |
| 3. Breakdown of Overhead Costs | Form 3 |
| 4. Estimated Salary Cost/Remuneration of Consultant | Form 4 |
| 5. Estimated Direct/ Non-salary Costs of Consultants | Form 5 |
| 6. Summary of Cost | Form 6 |

Form 1**BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT**

Project: _____ Firm: _____

Name	Position	Basic Salary per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total	Fee (%age of 4)	Rate per Month for Project Office	Field Allowance (%age of 1)	Rate per Month for Field Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes:

- Item No. 1 Basic salary shall include actual gross salary before deduction of taxes.
- Item No. 2 Social charges shall include Client's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form 2).
- Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form 3).
- Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.
- Item No. 7 Normally payable only in case of field work under hard and arduous conditions.

Full Name: _____

Signature: _____

Title: _____

Form 4(i)

ESTIMATED SALARY COSTS/REMUNERATION OF CONSULTANTS

Part-I:

S. No.	Name	Position	Man-Month	Monthly Billing Rate	Amount

Form 4(ii)**ESTIMATED SALARY COSTS/REMUNERATION OF CONSULTANTS****Part-II:**

S. No.	Name	Position	Man-Month	Monthly Billing Rate (Pak Rs.)	Amount

Form 5

ESTIMATED DIRECT /NON-SALARY COSTS OF CONSULTANTS

Sr. No.	Description	Estimated Cost		
		(Pak Rs)		(US \$)
		Part-I	Part-II	Part-I
I.	Project /Field Offices			-
	1. Furnishing of office cum residence accommodation			-
	2. Rent of office cum residence			-
	3. Air conditioner			-
	4. Electricity, Water and gas Charges			-
	5. Running and Maintenance of Office and Office Equipment			-
	6. Office Supplies and Stationary			-
	7. Computer/Laptops along with Printers, Photocopying Machines and Fax Machines			-
	8. Fax, Postage, Courier & Telephone Charges			-
	9. Purchase of Car 1300 cc (2 Nos.)		-	-
	10. Purchase of Double Cabin 2400 cc (4 Nos.)		-	-
	11. Running and Maintenance of Vehicles			-
	12. Non-Technical Staff			-
	13. Travelling & Field Allowances and Air Fare including foreign Consultant visits to Pakistan			
	14. Repair & Maintenance of Computer Hardware & Software and Software for Transmission Line			-
	15. Additional Planning Study as per TOR	-	-	
	16. Equipment Design Study as per TOR	-	-	
	17. Inspection & Testing (Foreign Visits of six (06) Trips)	-	-	
	18. Training to NTDCL Engineers	-	-	
	Total			

SUMMARY OF COST OF CONSULTANTS

S. No.	Description	Amount		
		Part-I		Part-II
		(Pak Rs.)	(US \$)	(Pak Rs.)
1.	Salary Cost/Remuneration			
2.	Direct (Non-salary) Costs			
3.	Sub-Total (1+2)			
4.	Contingencies @ 10% of Sr. No. 3			
5.	Taxes i. GST ii. Income Tax			
6.	Grand Total			

ANNEX-6 (DRAFT CONTRACT AGREEMENT FOR CONSULTANCY SERVICES)

DRAFT CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**
OF _____ **(NAME OF PROJECT)**

Month and Year

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FORM OF CONTRACT

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

This CONTRACT (hereinafter called the "Contract") is made on the _____ day of _____ (month) of _____ (year), between, on the one hand, _____ (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) the General Conditions of Contract;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:

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

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Subconsultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be Provided by the Client and Counterpart Personnel to be Made Available to the Consultants by the Client.

Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical 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 _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of
(CONSULTANTS)

Witness

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (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 Representative specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

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

1.6 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

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

1.8 Leader of Joint Venture

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

1.9 Relation between the Parties

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

1.10 Headings

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of circumstances & 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 8 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 8 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 8 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

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

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

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

3.5 Other Insurances to be Taken out by the Consultants

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of 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 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. CONSULTANT'S PERSONNEL AND SUBCONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.

4.2 Description of Personnel

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

4.3 Approval of Personnel

The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Leave, Overtime, etc.

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

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

4.5 Removal and/or Replacement of Personnel

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

4.6 Resident Engineer

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services, a Resident Engineer acceptable to the Client, shall take charge of the performance of such Services

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 relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC;
- (e) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 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 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

5.4 Services and Facilities

The Client shall make available to the Consultants, 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 Sub-Clause 6.1(b) hereinafter.

5.5 Payments

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

5.6 Counterpart Personnel

- (a) If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates, Ceiling Amount

- (a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (b) Notwithstanding Sub-Clause 6.1(a) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, and the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- (c) Notwithstanding Sub-Clause 6.1(b) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.
- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC.

6.3 Currency of Payment

All the payment shall be made in Pakistani Rupees.

6.4 Mode of Billing and Payment

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

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:
 - (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
 - (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

Any bank interest accruing in a revolving fund shall be credited by the Consultants to the Client.

- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure.

In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.

- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any

subsequent payments.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted alongwith the final report and statement of the Consultants by the Client.
- (e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (c) of Sub-Clause 6.4, interest 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, the Consultants, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said Additional Services,

then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

6.7 Consultants' Entitlement to Suspend Services

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

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

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

9. INTEGRITY PACT

9.1 If the Consultant or any of his Subconsultants, 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 Subconsultant, 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 Subconsultant, agents or servants.

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

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 Definitions

- (g) "Foreign Currency" means US \$.
- (p) "Project" means
- (q) Replace the word "joint venture" with "joint venture/association" wherever appears in the Contract.

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

Telephone : _____
Facsimile : _____
E.Mail : _____

For the Consultants:

_____ (Name of Project Manager)
_____ (Project)
_____ (Address)

Telephone : _____
Facsimile : _____
E.Mail : _____

1.8 Leader of the Joint Venture

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

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

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and revolving fund is established in accordance with Sub-Clause 6.4.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be 120 days or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be 720 days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before March 2019.

"Completion of Services" means when all deliverables/services have been provided by the Consultants to the satisfaction of the Client and all payments against Consultants invoices (foreign and local) have been made and no claim from both sides have been issued with completion of Services Certificate from Client.

2.7.1(a) In the fifth line, before the word 'War' the words 'Acts of terrorism' are inserted.

3.1.2 Law Governing Services

Applicable Law shall be laws of Islamic Republic of Pakistan.

3.4 Liability of Consultants

GC Sub-Clause 3.4 is deleted and replaced with the following:

The Consultant's liability under the Contract shall be as determined as per TOR and Applicable Law.

3.5 Insurance to be Taken out by the Consultants

The Consultants shall take out and maintain insurances, if required by the Client under the Contract, at the cost and expense of the Client.

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

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

4.6 Resident Engineer

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

5.1.1 Assistance

The Client shall make available the documents for assistance to the Consultants within the time mutually agreed between the parties.

5.1.3 Approvals

The Client shall accord approval or offer comments on the documents immediately but not later than twenty eight (28) days from the date of their submission by the Consultants.

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

6.2(a) Payments for remuneration made in accordance with Sub-Clause 6.2(a) shall be adjusted as follows:

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

$$R_f = R_{fo} \times I_f / I_{fo}$$

where R_f is the adjusted remuneration, R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix-D for remuneration payable in foreign currency, I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

- (ii) Remuneration paid in local currency pursuant to the billing rates agreed for each person shall be adjusted in July of every year (and, for the first time, with effect from the remuneration earned in July following submission of financial proposal) by considering the following subject to maximum of prevalent CPI as per given formula plus salary revision due to statutory notification, if applicable pursuant to Sub-Clause 5.3 upon substantiation:

- annual increment
- Increase due to promotion
- Salary revision or grant of new allowances or adjustment of various allowances as approved by the management of Consultants
- Change in overhead percentage of Consultants
- Salary revision, if applicable pursuant to Sub-Clause 5.3 or otherwise

or,

to be computed with the following formula:

$$RI = R_{io} \times II / I_{io}$$

Where RI is the adjusted billing rate, RI₀ is the billing rate payable on the basis of the agreed billing rate in local currency as on July (i.e. the year in which the Consultants submitted its financial proposal to the Client). II is the Combined Consumer Price Index (CPI) “General” for Government employees as published by the Federal Bureau of Statistics, Government of Pakistan for the month of July for which the adjustment is to have effect, and II₀ is the Consumer Price Index “General” for Government employees as published by the Federal Bureau of Statistics Government of Pakistan for the month of July (i.e. the year in which the Consultants submitted its financial proposal to Client).

- 6.2(b) The rates for foreign Personnel set forth in Appendix D, and the rates for local Personnel set forth in Appendix E, after adjustments, if any, pursuant to Sub-Clause 6.2(a) hereof shall be used for billing purposes.

[Note: Use the appropriate condition.]

It is understood that the remuneration rates shall cover salary and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultants’ average cost as represented by the financial statements of Consultants’ latest three fiscal years and fee of the Consultants.

The remuneration rates have been agreed upon based on the representations made by the Consultants during finalization of this Contract with respect to the Consultants’ costs and charges as referred above as such representations are evidenced by the form “Breakdown of Agreed Fixed Rates in Consultants’ Contract” (A model of such form is attached at the end of these SC. The Consultants should be requested to execute this Form at the conclusion of the Contract negotiation when the Parties have agreed on the fixed rates and their breakdown).

Remuneration for periods of less than one month shall be calculated on hourly basis for the time spent by the Head Office staff or Project Office staff and directly attributable to the Services (one hour being equivalent to 1/170 of a month) and on calendar day basis for time spent by the Site Office staff (one day being equivalent to 1/30th of a month).

- 6.2(c) Reimbursable Direct Costs (Non Salary Costs)

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

- (1) Expenditures related to support staff, and work charged staff at Project/Head Office and Site/Field/Camp Offices.
- (2) Project/Head/Site/Field/Camp Offices expenditures related to:
 - (a) Rental of accommodation (payable on the basis of lump sum monthly rate) and cost of alteration including partitions, fixtures, fittings, etc.
 - (b) Furnishing and equipment comprising the following:

- (i) tables, office chairs, revolving chairs, conference table with chairs, visitors sofa, desks, side racks, filing cabinets, wooden beds with mattresses and steel almirah etc.
 - (ii) drafting tables, drawing cabinets (vertical/horizontal) for storage, etc;
 - (iii) Desktop & laptop computers, scanners, printers, cameras, miscellaneous hardware, computer's UPS, calculators etc;
 - (iv) Photocopy machines, air-conditioners, electric heaters, color Televisions, gas heaters, pedestal and ceiling fans, refrigerators, cooking range, water dispensers, generators, UPS, voltage regulators & desert coolers, geysers etc.
 - (v) published standards, computer software;
 - (vi) carpets, curtains, fixtures, furniture, crockery & utensils;
 - (vii) landline & mobile telephone sets, fax machines;
 - (viii) miscellaneous items;
- (c) Operation and maintenance (utility bills, i.e. gas, electricity, water, landline & mobile telephone, internet connection), photocopy paper, transparency paper, toner etc., office stationery, binding materials, computer stationery, ribbons, DVDs, CDs & flash drives, postage and courier services charges, maintenance and replacements of air-conditioners, maintenance of desktop and laptop computers, scanners and printers, maintenance of equipment and furniture, printing and binding of documents from the market, other minor expenditures, packing and storage of documents, etc.
- (3) Expenditures related to transport and associated costs for rental of vehicle with driver, operation/fuel expenditures of vehicles, salary of drivers and other minor expenditures.
 - (4) Expenditures related to salary of Naib Qasids, Security guards, Cooks and Sweepers.
 - (5) Expenditures related to purchase of vehicles i.e. 02 Nos. cars, 04 Nos. double cabin including registration in the name of Client and insurance upto the end of the Project.
 - (6) Expenditures related to additional studies as per TOR which shall be carried out on the instructions of Client.
 - (7) Local and foreign currency travel expenses of Consultants covering travel between Consultants offices in Pakistan and abroad and Client offices, to project

site(s) and any other locations in Pakistan for meeting its obligations under the Contract as per the TA rules of the Consultants. The expenses will include car/taxi rental, fuel, driver charges, vehicle insurance, daily and travelling (hotel/boarding) allowances/expenses of employees, partners and principals when away from home/office on business connected with the Project.

The items purchased from Client's account under item number 2(b) & 5 under Direct Costs shall be the Client's property and will be returned back on completion of Services.

The details of reimbursable direct cost expenditures shall be as stated in Appendix D & E.

6.3 Currency of Payment

- 6.3(b) All payments to the Consultants shall be made by the Client in Pakistan Rupees. However, payment of remuneration for the foreign partner of Consultants shall be made by the Client in Pak Rupees equivalent to the foreign currency remuneration in US dollar at the exchange rate prevailing at the time of payment.

The reimbursable direct cost expenditures in foreign currency shall be as stated in Appendix-D which shall also be paid in Pak Rupees equivalent to the foreign currency in US dollar at the exchange rate prevailing at the time of payment.

The reimbursable direct cost expenditures in local currency shall be as stated in Appendix-E.

6.5 Delayed Payments

The compensation on delayed payments shall be @ KIBOR (on three months average) +2% per annum.

IV APPENDICES

Appendix A

Description of the Services

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]

Appendix B

Reporting Requirements

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C

Key Personnel and Subconsultants

- [List under:
- C-1 Title [and names, if already available], activities of job descriptions and working hours of key Personnel to be assigned to work and staff-months for each.
 - C-2 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1.]

Appendix D

Breakdown of Contract Price in Foreign Currency

Appendix E

Breakdown of Contract Price in Local Currency

[List hereunder cost estimates in local currency:

1. (a) Monthly rates for local Personnel (Key Personnel and other Personnel);
(b) Total Remuneration of staff (on the basis of monthly rates)
2. Reimbursable direct costs (non-salary costs);

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

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

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

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

Notes:

A. *Elements of the salary costs and billing rates for the relevant salary grades shall also be included in this Appendix.*

B. *Estimate will include the following items as applicable:*

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

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

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

Appendix F

Services and Facilities to be Provided by the Client

and

**Counterpart Personnel to be Made Available
to the Consultants by the Client**

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in this Clause at the times and in the manner specified hereunder:

(a) _____

(b) _____

(c) Rent will be charged by the Client only for the family status accommodation provided to the Personnel, in the Client's colonies, at the following rates:

<u>Type of Accommodation</u>	<u>Monthly Rent (Rs)</u>
.....
.....

(d) No rent will be charged for single status residences provided by the Client to the Personnel.

2. Lodge Accommodation

If requested by the Consultants, the Client shall provide lodge accommodation, if available, to all Personnel of the Consultants or the Subconsultants when on visit to various parts of the Project area or any other station where such facilities or the lodge accommodation of the Client exists (and provided that the Personnel of the Consultants or the Subconsultants visit that place in connection with the Project) under the same terms and conditions as the Client's staff is entitled.

3. Counterpart Personnel to be made available to the Consultants

The Client shall make available to the Consultants, free of charge, the following counterpart personnel in connection with carrying out of the Services:

.....
.....
.....

**Appendix-G
(Integrity Pact)**

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Consultants] 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 Consultants] 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 Consultants] 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 Consultants] 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 Consultants] 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Consultants] 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 Client:
Signature:

[Seal]

Name of Consultants:
Signature:

[Seal]

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

_____ **(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

_____ **(Name of Individual Consultants)**

_____ **(Name of Individual Consultants)**

FORM OF CONTRACT

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

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

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

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

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

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

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

For and on behalf of

CLIENT'S NAME

Witness

Signature _____
 Name _____
 Title _____

Signature _____
 Name _____
 Title _____
 (Seal)

For and on behalf of

 NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

C. MODEL FORMS

MODEL FROM-1

Breakdown of Agreed Fixed Rates in Consultant' Contract

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

Name	Position	1 Basic Salary per Working Month/day/Hour	2 Social Charges (% of 1)	3 Overhead (% of 1+2)	4 Sub Total (1+2+3)	5 Fee (% of 4)	6 Overseas/ Field Allowances (% of 1)	7 Agreed Fixed Rate per Working Month/Day/Hour	8 Agre4ed Fixed Rate (% of 1)

Signature _____ Date:

Name: _____

Model Form-2
See Clause GC 6.2(b)

Consulting Firm:
Assignment:

Country:
Date:

Consultant' Representations Regarding Costs and Charges

We hereby confirm that (a) the basic salaries indicted below are taken from the firm's payroll records and reflect the current salaries to the personnel members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's personnel; (b) attached are true copies of the latest salary slips of the personnel members listed; (c) the filed allowances indicated below are those that the Consultant have agreed to pay for this assignment to the personnel members listed; (d) the factors listed below for social charges and overhead are based on the firm's overage cost experience for the latest three years as represented by the firm's financial statements; and (c) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

Name	Position	Basic Salary per working month/Day/Year	Social Charges*	Overhead*	Overseas/Field Allowance
		(a)	(b)	(c)	(d)
Etc.					

* Expressed as percentage of (a)

[Name of Consulting Firm]

Signatures of Authorized Representative

Date: _____

Name: _____

Title: _____

Note: for Field Personnel, use basic salary per working month for home office personnel, basic Salary per working Day or Hour. For filed personnel, also fill in Field Allowance, if any. This form should not be part of the signed Contract but should be executed by the Consultant separately. See notes in Clause GC 6.2(b).