



**NATIONAL INDUSTRIAL PARKS
DEVELOPMENT & MANAGEMENT COMPANY**

**PROCUREMENT OF CONSULTANCY SERVICES FOR PROJECT
DEVELOPMENT, DESIGN, DESIGN REVIEW & DETAILED SUPERVISION FOR
CONSTRUCTION OF 132/11 KV GRID STATION AND ASSOCIATED 132 KV
TRANSMISSION LINE AT BIN QASIM INDUSTRIAL PARK**

BIN QASIM TOWN, KARACHI

REQUEST FOR PROPOSAL (RFP)

June 2021

**MANAGER TECHNICAL, NIP
National Industrial Parks Development & Management Company,
2nd Floor, Block-C, FTC Building, Shahrah-e-Faisal, Karachi-74400, Pakistan
Phone: 021-99225035-7, 021-35631046-8,
Web: www.nip.com.pk**

National Industrial Parks Development and Management Company a subsidiary of Pakistan Industrial Development Corporation (PIDC) intends to procure services of Engineering Consultant for Project Development, Design, Design review & Detailed Supervision for Construction of 132/11 KV Grid station and associated 132 KV Transmission line at Bin Qasim Industrial Park (BQIP). **Pre-Qualified** consultants are invited for the project.

The Financial Proposal shall be on **Lump sum** basis.

This Request for Proposals (RFP) consists of the following Parts:

- Annex 1 – General information to Consultant
- Annex 2 – Terms of Reference / Scope of Work
- Annex 3 – Format of Technical Proposal
- Annex 4 – Format for Financial Proposal
- Annex 5 - Standard Contract Agreement for Consultancy Services
- Annex 6 - Special Conditions of Contract

Location

The land for Bin Qasim Industrial Park (BQIP) is situated at DSIE Pakistan Steel Mill Ltd, Bin Qasim Town, Karachi.

Annex-1

General Information to Consultant

**PROCUREMENT OF CONSULTANCY SERVICES FOR PROJECT
DEVELOPMENT, DESIGN, DESIGN REVIEW & DETAILED SUPERVISION FOR
CONSTRUCTION OF 132/11 KV GRID STATION AND ASSOCIATED 132 KV
TRANSMISSION LINE AT BIN QASIM INDUSTRIAL PARK**

General Information to Consultant

1. Project

The 'Project' is procurement of Consultancy Services for project development, design review & detailed construction supervision of One (01) New 132/11 kV Grid Station along with associated transmission line.

2. Location

Bin Qasim, Karachi – Sindh

3. Procedure for Appointment of Consultant

- A Consultant will be selected by National Industrial Parks, which will have the appropriate capabilities and experience to execute the services and having registered with Pakistan Engineering Council. Consultant will be solely responsible for the proper performance of the consulting services.
- National Industrial Parks, will bear and pay the costs of the consultant for Project Development, Design, Design review & Detailed Supervision for Construction.
- The Consultant will propose methodology to undertake the proposed activities assigning responsibilities of each member for approval of National Industrial Parks.

4. Receiving & Opening of Proposals:

- Single Stage Two Envelope bidding process will be adopted. Selection of Consultant shall be based on “**Quality and Cost**”.
- Consultants need to apply on scheduled date & time as per PPRA rule, only Technical Proposal shall be opened publicly by Committee in the first instance for evaluation and Financial Proposal shall be kept sealed and unopened.
- Financial proposal of the technically qualified Consultant Firms shall be publicly opened by Committee after receipt of Technical Evaluation Report.

5. Duty to Inform

The firms are expected to inform themselves fully of all aspects of the assignment, required consultancy services for the Project and the local conditions before submitting the Proposal by paying a visit to the Project site and sending written queries to National Industrial Parks.

The consulting firms will have no claim against National Industrial Parks, or any of its representatives for damages, losses, costs or expenses, of any nature whatsoever, incurred by the firm resulting from any misunderstanding as to the nature, scope, risks and conditions of the assignment/consultancy services for the project.

Firms are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data National Industrial Parks, applicable Laws and regulations or any other matter considered relevant by them.

Project Duration is envisaged to be **20 months**; however, construction period is limited to **15 months**. The contract will be signed for a period of **20 months**. The selected Consultant will be responsible to supervise completion of works in agreed / specified time period. In case of extension in construction contract, no additional payment will be made to the Consultant for supervision.

6. Instructions Regarding Proposal:

- i. One original and one copy of the Technical Proposal and one original Financial proposal are required to be submitted. The proposal should be in a sealed envelope indicating original or copy on each enclosure, as appropriate.
- ii. The signed Proposal shall be marked “ORIGINAL”, and its copy marked “COPY” as appropriate. All copies shall be made from the signed original. If there are discrepancies between the original and the copy, the original shall prevail.
- iii. The original and all the copy of the Technical Proposal shall be placed inside a sealed envelope clearly marked “TECHNICAL PROPOSAL”, name of the assignment, name and address of the Consultant.
Similarly, the original Financial Proposal shall be placed inside a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”
- iv. The Proposals will be valid for a period of **120 days** after the last date of submission, extendable further on the expiry of this period through mutual agreement.
- v. The pre-Bid meeting will be conducted on **22nd June 2021** at NIP Head Office at **11 am**.
- vi. The proposal, after evaluation as per criteria given hereinafter, could eventually form the basis for a Contract between the Consultant and National Industrial Parks.
- vii. The format of contract would be as per PEC Standard Consultancy Contract for **Lump Sum Assignments**.
- viii. Payment of all taxes and duties in respect of consultant and their personnel will not be the responsibility of the Client.
- ix. RFP documents are available on NIP website. In case of downloading of the same documents from NIP website, the bidder should submit the nominated fee of RFP documents at the time of submission of bids. No Bid will be accepted without nominated fee of **Rs.2000** in the shape of Pay order in favor of National Industrial Parks Development and Management Company.
- x. The interested firms are requested to submit their Technical and Financial proposals by **30th June, 2021** till **11 a.m**. The Technical Bids would be opened on the same day at **11:30 am**.
- xi. Delayed / Conditional / Telegraphic bids will not be entertained.

7. Evaluation of Proposal

I. Evaluation of Technical Proposal

The technical proposal will be evaluated on the basis of:

- i. Experience and expertise of the Firm.
- ii. Quality and suitability of the approach / methodology, and
- iii. Qualifications, experience and extent of availability of key personnel (both technical and managerial) allocated for this assignment.

The following overall criteria will be applied to evaluate technical proposal.

Sr. No.	Description	Marks
A.	Specific experience of the Consultant related to the Assignment including. <i>(Provide documentary proof)</i>	40
	<ol style="list-style-type: none">i. 15 marks for each completed 132KV or above Grid Station & Transmission Line Project with KE. (max. 30 marks)ii. 5 marks for each in progress 132KV or above Grid station & Transmission Line project with KE. (max. 10 marks)	
B.	Adequacy of Approach & Methodology <i>(Detailed approach and methodology along with activity-wise time schedule proposed for carrying out the work as mentioned under the scope of work including Risk Management Strategy and Quality Management Plan)</i>	20
	<ol style="list-style-type: none">i. Understanding of Project Deliveryii. Work Plan	
C.	Qualification, competence and availability of the key personnel for this assignment <i>(For key personnel detailed CVs, Degree certificates and undertaking need to be submitted. The technical proposals would be evaluated on the basis of key personnel qualifications, experience and extent of availability and requirement for this assignment.)</i>	40
	<ol style="list-style-type: none">i. Project Manager - 6 Marks<ul style="list-style-type: none">• BE/BS Electrical with minimum 20 years' experience or ME/MS in relevant field with minimum 13 years' experience (4 Marks)• Minimum 5 years similar nature work experience within bidder organization (additional 2 Marks)	

	<p>ii. Design Engineer (Civil) – 5 Marks</p> <ul style="list-style-type: none"> • BE/BS Civil with minimum 10 years’ experience or ME/MS in relevant field with minimum 07 years’ experience (3 Marks) • Minimum 3 years similar nature work experience within bidder organization (additional 2 Marks) <i>(Require on need basis)</i> <p>iii. Design Engineer (Electrical) – 5 Marks</p> <ul style="list-style-type: none"> • BE/BS Electrical Civil with minimum 10 years’ experience or ME/MS in relevant field with minimum 07 years’ experience (3 Marks) • Minimum 3 years similar nature work experience within bidder organization (Additional 2 Marks) <i>(Require on need basis)</i> <p>iv. Construction Manager / Resident Engineer - 5 Marks</p> <ul style="list-style-type: none"> • BE/BS Civil/Electrical with minimum 12 years’ experience or ME/MS in relevant field with minimum 08 years’ experience (3 Marks) • Minimum 4 years similar nature work experience within bidder organization (Additional 2 Marks) <p>v. Construction Sup. Engr. (Electrical) - 4 Marks</p> <ul style="list-style-type: none"> • DAE Electrical with minimum 12 years’ experience (2 Marks) • Minimum 4 years similar nature work experience within bidder organization (Additional 2 Marks) <i>(Require on need basis)</i> <p>vi. Construction Sup. Engr. (Civil) - 4 Marks</p> <ul style="list-style-type: none"> • DAE Civil with minimum 12 years’ experience (2 Marks) • Minimum 4 years similar nature work experience within bidder organization (Additional 2 Marks) <i>(Require on need basis)</i> <p>vii. Testing & Commissioning Engineer - 4 Marks</p> <ul style="list-style-type: none"> • BE/BS Electrical/Electronic with minimum 12 years’ experience or ME/MS in relevant field with minimum 8 years’ experience (2 Marks) • Minimum 4 years similar nature work experience within bidder organization (Additional 2 Mark) <i>(Require on need basis)</i> 	
--	--	--

	<p>viii. Planning / Scheduling Engineer - 4 Marks</p> <ul style="list-style-type: none"> • Minimum BE/BS Civil/Electrical with 5 years' experience (2 Marks) • Minimum 2 years similar nature work experience within bidder organization (Additional 2 Mark) <i>(Require on need basis)</i> <p>ix. Surveyor - 3 Marks</p> <ul style="list-style-type: none"> • DAE Civil/Electrical with minimum 10 years' experience (2 Marks) • Minimum 3 years similar nature work experience within bidder organization (Additional 1 Mark) <i>(Require on need basis)</i> 	
D.	Total Points	100
E.	Minimum overall qualify score	70
F.	Minimum passing marks in each category	50%

National Industrial Parks shall first examine the Consultant Technical proposal in respect of their understanding the requirement of the consultancy services in accordance with the **Terms of Reference (TOR)**. Particular attention shall be given to their approach, methodology of work and level and extent of their proposed personnel inputs and equipment / T&P. National Industrial Parks shall critically look at their organizational arrangements to ensure that the assignment is carried out in a smooth and orderly manner.

The qualifications and experience of the proposed personnel shall be of major concern to National Industrial Parks. Accordingly, NIP's decision to accept or reject personnel shall be final and in place of rejected personnel, the Consultant shall be required to propose alternative personnel acceptable to National Industrial Parks.

II. Evaluation of Financial Proposal

The financial proposal of all technically qualifying firms as per specified minimum threshold would be opened simultaneously in the presence of their representatives who care to attend. The formula for determining the financial score is the following:

$$S_f = 100 F_m / F$$

Where:

S_f = Financial score

F_m = is the lowest price

F = The price of the proposal under consideration.

The weights given to the Technical and Financial proposals as per PEC guidelines are as under:

Technical Proposal	(T)	=	70%
Financial Proposal	(P)	=	30%

Quality cum cost-based selection will be followed according to their combined technical (S_t) and financial (S_f) scores using the weights (T- the weight given to the technical proposal, P = the weight given to the financial proposal; and $T+P = 1$)

$$S = S_t \times T \% + S_f \times P \%$$

8. Ranking of Proposals:

- i. Ranking of proposals will be done by applying a weight of 0.70 (or 70 percent) and 0.30 (30 percent) respectively to the technical and financial score of each evaluated qualifying technical and financial proposal and then computing the relevant combined total score for each Consultant.
- ii. The applicant, whose proposal is ranked first, will be invited to negotiate the 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.

9. Clarifications and Additional Information

National Industrial Parks may request clarifications or additional information from one or more Firms after the Closing Time and prior to the completion of the evaluation and selection of the Preferred Firm. Without limiting the generality of the foregoing, National Industrial Parks may:

- (a) At any time seek clarifications, additional information or modifications in connection with a Proposal from one or more firms, and in any manner, including through written correspondence, interviews or presentations by firms;
- (b) Choose not to seek clarifications, additional information or modifications in connection with a Proposal from one or more Firms;
- (c) Discontinue seeking, for any reason, clarifications, additional information or modifications in connection with a Proposal from one or more firms;

And

- (d) Seek different clarifications, additional information or modifications in connection with Proposals from different Firms.

NIP's requests for such clarifications, additional information or modifications may be made for information that has been partially or completely omitted from a Proposal.

However, NIP does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Proposal.

If National Industrial Parks requests clarifications, additional information or modifications from a firm, such requests will be forwarded to respective firm in writing. National Industrial Parks may consider and take into account any and all additional information or clarification provided by a Firm in response to such requests in the same manner and to the same extent as if that information or clarification was part of such Firm's original Proposal. However, NIP will not consider any information provided after the Closing Time that is not in response to a request.

10. Waiver of Non-Conformities

National Industrial Parks may refuse to consider, remove from the evaluation process entirely and to reject outright any Proposal that National Industrial Parks determines is materially incomplete, obscure or irregular, that contains exceptions or variations not acceptable to National Industrial Parks or that omits any material information required to be submitted by this RFP.

Notwithstanding the foregoing, if a Proposal is received that, in NIP's opinion, is materially incomplete, obscure or irregular, that contains exceptions or variations not acceptable to National Industrial Parks or that omits any material information required to be submitted by this RFP, then NIP (taking into account the number of compliant Proposals that were actually received) may waive such non-conformance with the requirements of this RFP on such terms and conditions as NIP may consider appropriate, even if any such non-conformance or failure to comply with the requirements of this RFP would otherwise render such Proposal null and void.

11. Correction of Errors

Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

NIP's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and NIP's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

12. Consultant Code of Conduct

Each firm should review and comply with the PEC Consultant Code of Conduct.

13. Rights Reserved:

NIP reserves the right to accept or reject any or all Proposals as per PPRA rules.

14. Conflict of Interest

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

- i. If a consultant combines the function of consulting with those of contracting order or supply of equipment: or
- ii. If a consultant is associated with or affiliated to a contractor or manufacturer, or
- iii. If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultant.

15. Payment for Construction Supervision

The mode of payment during construction supervision shall be carried out as per following equation:

$$\frac{\text{Amount of IPC of Construction Contract}}{\text{Total Amount of Construction Contract (s)}} \times \text{Consultant Bid Price for Construction Supervision}$$

Total amount of Construction Contract(s) will initially base on the Engineer's Estimate and modified upon the award and finalization of Construction Contract(s)

Annex-2

Terms of Reference (TOR) / Scope of Work

For Consultant

TERMS OF REFERENCE

PROCUREMENT OF CONSULTANCY SERVICES FOR PROJECT DEVELOPMENT, DESIGN, DESIGN REVIEW & DETAILED SUPERVISION FOR CONSTRUCTION OF 132/11 KV GRID STATION AND ASSOCIATED 132 KV TRANSMISSION LINE AT BIN QASIM INDUSTRIAL PARK

1. SCOPE OF THE PROJECT

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

- Project development includes, load flow study, Initial Environmental Study (IEE), site survey, conceptual design of the project (Electrical Single line & site layout diagrams, Conduct pre-qualification of contractor as per PPRA rule, preparation of complete Bidding documents alongwith engineering estimates and KE Specifications, Respond to Bid Clarifications, Contractor's Bid evaluations and submit report, and support in contract finalization and award including stamp duties, performance securities and insurances.
- Design (where require) and Design Review
- Construction Supervision
- Supervision of Testing and Commissioning and energization of the Grid and associated transmission line.

The following tasks for the Consultants are envisaged in this regard.

- i. Designate Project Manager / Coordinator who can be contacted for all matters relating to the projects. He will maintain close liaison with Client's project Manager.
- ii. Establish necessary organization for the execution of the projects including project development, design, design reviews and construction supervision of civil, mechanical installation of equipment, testing and commissioning.
- iii. Check/review, report and monitor schedules for project activities including construction activities prepared by the contractor/engineer to ensure timely completion of the project.
- iv. Prepare and submit monthly progress reports on physical and financial progress of the project.
- v. Keep close coordination and liaison between different concerned organizations/agencies during the execution of the project.
- vi. Follow up with concerned DISCO i.e., KE to ensure that all the required construction drawings are approved as per KE specifications.
- vii. Supervise construction work to ensure that the project is being constructed satisfactorily and in compliance with the approved drawings and specifications and within the scheduled contract time.
- viii. Check construction drawings for any alterations in the same accordingly to site requirements as per KE Specifications.
- ix. Interpret and resolve questions arising on construction drawings and other provisions of the contract documents for construction only.
- x. Review contractor (s) safety programs and monitor general conformance to the provisions of contract documents.

- xi. Supervise sub-soil investigations to be carried out by contractor(s).
- xii. Check demarcation of Grid Station layout plan at site.
- xiii. Supervise collection of concrete test samples during concreting and evaluate their results according to the provisions in the contract.
- xiv. Check presence of sufficient civil material at site for monthly work progress.
- xv. Supervise all civil work, for substation and associated transmission line.
- xvi. Check and ensure quality of work at site in accordance with specifications/ drawings and stipulated standards provided by KE. Supervise testing of all construction materials.
- xvii. Prepare Variation order if necessitated due to site conditions and submit the same for approval.
- xviii. Measure and determine quantities for certification of payments due to the contractor(s) in accordance with provisions of the contract documents.
- xix. Scrutinize contractor (s) progress, bills, claims and submit recommendations to the client. The claims will also be checked and countersigned by client.
- xx. Measure final quantities and prepare final statement of payments due to the contractor (s) and get it approved from the project authority.
- xxi. Assist liaison and final settlement of the claims between the client and contractor (s) expect in cases of litigation and arbitration.
- xxii. Review operation and maintenance manual and as built drawings prepared by the contractor.
- xxiii. Preparation of final completion report.
- xxiv. If, for any reason, there is a change in design/construction of the said Grid Station due to inevitable field conditions, the consultant must report/comment and give recommendations for the Project authority on Contractor's proposal.
- xxv. Submit all above deliverables in soft format, such as; studies, design, drawings, estimates, all reports, bidding documents, project schedule, change requests, variation orders, approved risk management plan and quality management plan, etc.

2. Special Services

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

3. Baseline Schedule & Revisions

The baseline schedule shall be prepared by Contractor. A critical path schedule for the project from contract date to final completion date using Primavera P6 or MS Project. The project schedule shall provide a basis for status of the work. The said baseline schedule shall be submitted showing 'S' curve to National Industrial Parks duly vetted by Consultant.

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

6. Reports

The Consultant will prepare, weekly, monthly and quarterly progress reports on physical and financial progress of the project and distribute them to Project Authority and Engineer of National Industrial Parks. All reports should be in English and the format and content of each report should be acceptable to the National Industrial Parks.

7. Delay

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

8. Completion Period

The contract period of consultancy shall be 20 Months so that consultant may fulfill its obligation(s) as mentioned in scope of project.

9. Housing and Office Facilities for the Consultant

- i) The Consultant shall establish their project office near the NIP's office. The Construction Manager and field engineers will maintain Field Office / Camp(s) at the site(s).
- ii) Furnished site office will be provided by construction contractor.

10. Transport

Transport will be provided by construction contractor.

13. Taxes and Duties

The payment of taxes (including PST), duties, fees and other impositions as may be levied under the applicable law, in respect of the Consultant and their personnel shall not be the responsibility of Client.

Annex-3

Format of Technical Proposal

**PROCUREMENT OF CONSULTANCY SERVICES FOR PROJECT
DEVELOPMENT, DESIGN, DESIGN REVIEW & DETAILED SUPERVISION FOR
CONSTRUCTION OF 132/11 KV GRID STATION AND ASSOCIATED 132 KV
TRANSMISSION LINE AT BIN QASIM INDUSTRIAL PARK**

Format for Technical Proposal

1. Technical proposal will be in English language and submitted with Form sample at **Appendix-A**. It will demonstrate knowledge of the Consultant regarding services requirements and understanding of the tasks set forth in **Terms of Reference (TOR)** for Consultant (**Annex-2**).
2. The proposal should be based on the following format:
 - i. Background and experience of the Consultant for the purpose of providing the services for this assignment, including any overseas work experience. A list of past and present references covering major assignments of similar nature carried out, or being carried out by the Consultant as per sample at **Appendix-B**. Separate sheets shall be used for design and work supervision/monitoring assignments of similar nature.
 - ii. General approach & methodology proposed for carrying out the services including such detailed information as deemed relevant (sample form at **Appendix-C**)
 - iii. Supportive illustrations (separate for each project) by way of:
 - a) Implementation work plan/schedule separately for principal activities indicating those on the critical path (sample at **Appendix-D**)
 - b) Composition of team personnel and the tasks to be assigned (sample at **Appendix-E**).
 - iv. Name, age, background, employment records and detailed professional experience (with supporting documents of each past employment) of the key personnel to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project (sample of CV at **Appendix-F**).
 - v. Comments, if any, regarding the **Terms of Reference (TOR)** etc. to improve performance in carrying out the assignment (sample at **Appendix-G**).
 - vi. Proposed arrangements in accordance with requirements of Pakistan Engineering Council Act, supported with:
 - a) M.O.U of association arrangements duly signed by all the members giving percentage sharing
 - b) An organization chart along with details of association arrangement to show equitable and effective participation of the members and regional representation, if any.

Technical Proposal Submission

[Location, Date]

To,

National Industrial Parks

Subject: **PROCUREMENT OF CONSULTANCY SERVICES FOR PROJECT DEVELOPMENT, DESIGN, DESIGN REVIEW & DETAILED SUPERVISION FOR CONSTRUCTION OF 132/11 KV GRID STATION AND ASSOCIATED 132KV TRANSMISSION LINE AT BIN QASIM INDUSTRIAL PARK, KARACHI**

Sir,

We, the undersigned, offer to provide the services as Consultant in accordance with your Request for Proposal. We are hereby submitting our sealed proposal (Technical Proposal (01 original + 01 copy) and Financial Proposal (01 original) under sealed envelopes).

If negotiations are held during the period of validity of the proposal, 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
Named and Title of Signatory:
Name of Firm:
Address:

Firm's Reference

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

Using the format below, provide information on each reference assignment requested in Part A of Evaluation of proposal (Sr # 07)

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

**Format of Curriculum Vitae (CV)
For Proposed Key Personnel**

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Personnel: _____
4. Profession: _____
5. Date of Birth _____
6. Years with Firm: _____
7. Nationality: _____
8. Email: _____ Phone No.: _____
9. Membership of professional Societies: _____
(Membership of PEC is Mandatory where engineer required:
10. Detailed Tasks Assigned on the Project:

11. Key Qualifications:

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

12. Education:

[Summarized college/university and other specialized education of personnel member, giving names of institutions, dates attached and degree obtained]

13. Employment Record:

[Starting with present position, list in reverse order every employment held. List all position held by personnel member sine 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]

14. Language:

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

15. Certifications:

I, the undersigned, certify that to the best of my knowledge and belief this bio-data correctly describe myself, my qualifications and experience. I understand that my willful misstatement described, herein may lead to my disqualification or dismissal, if engaged.

Name of Key Personnel

Place:

Date:

Name of Authorized Person

Place:

Date:

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/unsigned CVs will not be considered for evaluation.

Comments/Suggestion of Consultant

1. On the Terms of Reference (TOR)

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

1. _____

2. _____

etc.

- Project Management

1. _____

2. _____

etc.

- Detailed Scope of Work

1. _____

2. _____

etc.

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

Etc.

Annex-4

Format for Financial Proposal

**PROCUREMENT OF CONSULTANCY SERVICES FOR PROJECT
DEVELOPMENT, DESIGN, DESIGN REVIEW & DETAILED SUPERVISION FOR
CONSTRUCTION OF 132/11 KV GRID STATION AND ASSOCIATED 132 KV
TRANSMISSION LINE AT BIN QASIM INDUSTRIAL PARK**

Appendix H

Financial Proposal Submission Form

[Location, Date]

To,

National Industrial Parks

**SUBJECT: PROCUREMENT OF CONSULTANCY SERVICES FOR PROJECT
DEVELOPMENT, DESIGN, DESIGN REVIEW & DETAILED
SUPERVISION FOR CONSTRUCTION OF 132/11 KV GRID STATION
AND ASSOCIATED 132KV TRANSMISSION LINE AT BIN QASIM
INDUSTRIAL PARKS, KARACHI - SINDH**

Sir,

I/We _____ enclose herewith Financial Proposal of our Firm for the subject project, amounting to total cost of services as Rs. _____, inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., 120 days.

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

Yours faithfully,

Signature: _____

Full Name: _____

Designation: _____

Address: _____

(Authorized Representative)

SUMMARY OF COSTS

S.N.	DESCRIPTION OF WORKS	LUMPSUM FEES
1	Detailed Studies and Survey as described in scope of work	
2	Design, Design review and Preparation of drawings as described in scope of work	
3	Engineering Estimates for works described under scope of work	
4	Bidding Documents, Tendering Processes, Evaluations and Recommendation(s), Preparation of Construction Drawings, Award of Contracts etc.	
5	Detailed Construction Supervision including supervision of Testing and Commissioning & energization of the Grid & associated transmission line, and including Defect Liability Period	
Total		

Note:

The detailed breakup of all above items along with the monthly salary of each staff required for Construction Supervision shall be provided by the Consultants on separate sheets.

Annex-5

Standard Contract Agreement for Consultancy Services

CONTRACT FOR CONSULTANCY SERVICES

between

PROCURING AGENCY

and

(NAME OF THE CONSULTANT)

for

(NAME OF PROJECT)

Month and Year

TABLE OF CONTENTS

I. FORM OF CONTRACT

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

- 1.1 Definitions
- 1.2 Law Governing the Contract
- 1.3 Language
- 1.4 Notices
- 1.5 Location
- 1.6 Authorized Representatives
- 1.7 Taxes
- 1.8 Leader of Joint Venture

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

- 2.1 Effectiveness of Contract
- 2.2 Termination of Contract for Failure to Become Effective
- 2.3 Commencement of Services
- 2.4 Expiration of Contract
- 2.5 Modification
- 2.6 Extension of Time for Completion
- 2.7 Force Majeure
 - 2.7.1 Definition
 - 2.7.2 No Breach of Contract
 - 2.7.3 Extension of Time
 - 2.7.4 Payments
- 2.8 Suspension of Payments by the Client
- 2.9 Termination
 - 2.9.1 By the Client
 - 2.9.2 By the Consultants
 - 2.9.3 Cessation of Services
 - 2.9.4 Payment upon Termination
 - 2.9.5 Disputes about Events of Termination

3. OBLIGATIONS OF THE CONSULTANTS

- 3.1 General
 - 3.1.1 Standard of Performance
 - 3.1.2 Law Governing Services

- 3.2 Consultants Not to Benefit from Commissions, Discounts, etc.
- 3.3 Confidentiality
- 3.4 Liability of the Consultants
- 3.5 Other Insurances to be Taken out by the Consultants
- 3.6 Consultants' Actions Requiring Client's Prior Approval
- 3.7 Reporting Obligations
- 3.8 Documents Prepared by the Consultants to be the Property of the Client
- 3.9 Equipment and Materials Furnished by the Client
- 3.10 Accounting, Inspection and Auditing

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel
- 4.4 Working Hours, Leave, Overtime, etc.
- 4.5 Removal and/or Replacement of Personnel

5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance, Coordination and Approvals
 - 5.1.1 Assistance
 - 5.1.2 Co-ordination
 - 5.1.3 Approvals
- 5.2 Access to Land
- 5.3 Change in the Applicable Law
- 5.4 Services and Facilities
- 5.5 Payments
- 5.6 Counterpart Personnel

6. PAYMENTS TO THE CONSULTANTS

- 6.1 Cost Estimates, Ceiling Amount
- 6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)
- 6.3 Currency of Payment
- 6.4 Mode of Billing and Payment
- 6.5 Delayed Payments
- 6.6 Additional Services
- 6.7 Consultants' Entitlement to Suspend Services

7. FAIRNESS AND GOOD FAITH

- 7.1 Good Faith
- 7.2 Operation of the Contract

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

8.2 Dispute Settlement

9. INTEGRITY PACT

III. SPECIAL CONDITIONS OF CONTRACT

[Details to be finalized by the users]

IV. APPENDICES

Appendix A- Description of the Services

Appendix B- Reporting Requirements

Appendix C- Key Personnel and Subconsultants

Appendix D- Breakdown of Contract Prices in Foreign Currency

Appendix E- Breakdown of Contract Prices in Local Currency

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

Appendix G- Integrity Pact

FORM OF CONTRACT

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

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultant, 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:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Subconsultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency (Not Used)
 - 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 Consultant shall be as set forth in the Contract, in particular:

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

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

Witness

(CLIENT)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

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 Consultant 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 Consultant, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultant 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 Consultant 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 Authorized 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 Authorized 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 Consortium

In case the Consultant consist of a Consortium 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 Consortium, for the purpose of receiving instructions from the Client.

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

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant 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 the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 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.

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

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in 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

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;

- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 General

The Consultants 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 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) 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.

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 organisations. 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 organisations, 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 organisation named in the SC.
- (b) coordinate with any other consultants employed by him.

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

5.4 Services and Facilities

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

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

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

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (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, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client in writing of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the

basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice 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.

Annex-6

Special Conditions

III. SPECIAL CONDITIONS OF CONTRACT

1.1 Definitions

"**Project**" means Procurement of Consultancy Service for Project Development, Design, Design Review & Detailed supervision for Construction of 132/11 KV Grid Station and associated 132 KV Transmission line at Bin Qasim Industrial Park

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the **Client**:

Designation in NIP: **Snr Project Manager - BQIP**
Address: Deh Pipri, Survey No: 78, 80, 107 & NC 97/98,
Pakistan Steel, Bin Qasim Town, Karachi
Telephone: 021-34740505
Email: javed_shaikh@nip.com.pk

For the **Consultants**:

Name of Project Manager: _____
Project Name: _____
Address: _____

Telephone: _____
Email: _____

1.7 Taxes and Duties

The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price.

2.1 Effectiveness of Contract

'Delete the sun-clause and replace with the following'

The date on which this Contract shall come into force and effect is the date when the Contract is signed by both the Parties.

2.2 Termination of Contract for Failure to Become Effective

Not Applicable

2.3 Commencement of Services

The Consultants shall commence the Services on 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 **05 months** for pre-construction phase activities including Load flow study, initial environment study, Designing and Hiring of Contractor.

The Construction Supervision is envisaged to be for **15 months** including installation, testing and commissioning, however may be extended due to site conditions. In case of extension of construction supervision contract, no additional payment to the Consultants will be admissible.

The Defect Liability Period will be for **12 months**.

"Completion of Services" means submission of all reports or deliverables to the client mentioned in Appendix-B and obtaining the Client's approval for such Reports and Certificates.

or

The period of completion of Services shall be **20 months** from the Commencement Date of the Services.

2.6 Extension of Time for Completion

'From the first line delete the phrase "or duration"'

'Add the following lines at the end of the sub-clause'

- No extension of time is envisaged in normal circumstances for the completion of all planning, design and pre-construction phase activities. In case of delay in the above by the Consultants, Liquidate Damages at the rate of 1% of the planning, design and pre-construction phase activities remuneration per week will be deducted from the Consultant's payment.

- Due to site conditions the construction supervision activities may be extended. No additional payment will be made to the Consultants in case of such extended period.

3.4 Liability of the Consultants

From the 3rd paragraph, replace the last word “earlier” with the word “later”.

From the 4th paragraph, delete the phrase “the extent of insurance keeping such cover effective.”

From the last paragraph, delete the phrase “Provided the actual cost of procuring..... shall be borne by the Client”

3.5 Insurance to be Taken out by the Consultants

As per normal industry practice.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall also get approval from the client, before commitments or any action related to the construction contract; they propose to take under the following:

- i) Issuing Variations Orders in respect of:
 - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
 - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
 - any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
 - Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Works
 - Bonus and Liquidated Damages
 - Certificate of Completion of Works
 - Defects Liability Certificate

- Forfeiture
 - Special Risks
 - Frustration
- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Any change in the ratios of various currencies of payment.
- ix) Issuance of Taking Over and Defect Liability Certificates.
- x) Granting any extension of time to the Contractor.
- xi) Any other item mentioned in the Construction Contract.

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

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

5.1.1 Assistance

- (a) The Client shall make available within 15 days from the Commencement Date, the following documents as per requirement of the site:

As built drawings of the existing grid station including the following:

- i. Single Line of the proposed new grid station and extension works.
- ii. Foundation design of equipment and gantries.
- iii. Earthing mesh layout and earthing details.
- iv. Busbar arrangements.
- v. Equipment erection and layout drawings.
- vi. Trench layout and trench construction drawings including supports for cables.
- vii. Protection schemes and layouts.
- viii. Any other documents essentially required for performance of duties.

This list if warranted shall be supplemented subsequently.

5.1.2 Coordination

- (a) The departments of National Industrial Parks.

5.1.3 Approvals

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

6.2 Contract Price

(a) The amount in local currency is Pakistani Rupees

(b) The breakup of local currency is as under:

- For Detailed Studies and Survey as described in scope of work is
- For Detailed Designing and Preparation of drawings as described in scope of work is
- For Engineering Estimates for works described under scope of work is
- For Bidding Documents, Tendering Processes, Evaluations and Recommendation(s), Preparation of Construction Drawings, Award of Contracts etc is
- For Construction Supervision including supervision of Testing and Commissioning & energization of the Grid & associated transmission line, and including Defect Liability Period is

6.3 Terms & Conditions of Payment

For pre-execution

All payments to the Consultants shall be made upon submission of deliverable by consultant and written approval by client.

Construction Supervision

The mode of payment during construction supervision shall be carried out as per following equation:

$$\frac{\text{Amount of IPC of Construction Contract} \times \text{Consultants Bid Price for Const. Supervision}}{\text{Total Amount of Construction Contract}}$$

Total amount of Construction Contract(s) will be based on the Engineer's Estimate and modified upon the award and finalization of Construction Contract(s)

Due to site conditions the construction supervision activities may be extended. No additional payment will be made to the Consultants in case of such extended period.

The Consultants shall submit the invoice only after the completion and approval by the Client of each activity mentioned above.

6.4 Period of Payment

No advance payment is allowed under this contract.

6.5. Delayed Payments

'Delete the clause'

6.6. Additional Service

Sub – clause (b) is deleted

Annex - 7
Appendices

Appendix A

Description of the Services

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

- Project development includes, load flow study, Initial Environmental Study (IEE), site survey, conceptual design of the project (Electrical Single line & site layout diagrams, Preparation of RFPs with KE Specifications, Respond to Bid Clarifications, Contractor's Bid evaluations, and support in contract finalization and award.
- Design & Design Review
- Construction Supervision
- Supervision of Testing and Commissioning and energization of the Grid and associated transmission line.

The following tasks for the Consultants are envisaged in this regard.

- xxvi. Designate Project Manager / Coordinator who can be contacted for all matters relating to the projects. He will maintain close liaison with Client's project Director.
- xxvii. Establish necessary organization for the execution of the projects including project development, design reviews and construction supervision of civil, mechanical installation of equipment, testing and commissioning.
- xxviii. Check/review, report and monitor schedules for project activities including construction activities prepared by the contractor/engineer to ensure timely completion of the project.
- xxix. Prepare and submit monthly progress reports on physical and financial progress of the project.
- xxx. Keep close coordination and liaison between different concerned organizations/agencies during the execution of the project.
- xxxi. Follow up with KE to ensure that all the required construction drawings are approved/issued to the contractor as per requirement at site.
- xxxii. Supervise construction work to ensure that the project is being constructed satisfactorily and in compliance with the approved drawings and specifications and within the scheduled contract time.
- xxxiii. Check construction drawings for any alterations in the same accordingly to site requirements. Assist contractor in approval of revised drawings from KE.
- xxxiv. Interpret and resolve questions arising on construction drawings and other provisions of the contract documents for construction only.
- xxxv. Review contractor (s) safety programs and monitor general conformance to the provisions of contract documents.
- xxxvi. Supervise sub-soil investigations to be carried out by contractor(s).
- xxxvii. Check demarcation of Grid Station layout plan at site.

- xxxviii. Supervise collection of concrete test samples during concreting and evaluate their results according to the provisions in the contract.
- xxxix. Check presence of sufficient civil material at site for monthly work progress.
 - xl. Supervise all civil work, for substation and associated transmission line.
 - xli. Check and ensure quality of work at site in accordance with specifications/ drawings and stipulated standards provided by KE. Supervise testing of all construction materials.
 - xlii. Prepare Variation order if necessitated due to site conditions and submit the same for approval.
 - xliii. Measure and determine quantities for certification of payments due to the contractor(s) in accordance with provisions of the contract documents.
 - xliv. Scrutinize contractor (s) progress, bills, claims and submit recommendations to the client. The claims will also be checked and countersigned by client.
 - xlv. Measure final quantities and prepare final statement of payments due to the contractor (s) and get it approved from the project authority.
 - xlvi. Assist liaison and final settlement of the claims between the client and contractor (s) expect in cases of litigation and arbitration.
 - xlvii. Review operation and maintenance manual and as built drawings prepared by the contractor.
 - xlviii. Preparation of final completion report.
 - xlix. If, for any reason, there is a change in design/construction of the said Grid Station due to inevitable field conditions, the consultant must report/comment and give recommendations for the Project authority on Contractor's proposal.

Appendix B
Reporting Requirements

REPORTING

During Project execution the Consultant is expected to submit the following reports against each project:

- a. A monthly, Quarterly and Annual Progress reports on Physical and Financial Progress of the Project not later than ten (10) working days after the end of each period. (03 Copies).**

- b. A Project completion report shall be submitted not later than forty-five (45) days after project completion (03 Copies).**

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

NOT USED

Appendix E

Breakdown of Contract Price in Local Currency

S.N.	DESCRIPTION OF WORKS	LUMPSUM FEES
1	Detailed Studies and Survey as described in scope of work	
2	Design, Design review and Preparation of drawings as described in scope of work	
3	Engineering Estimates for works described under scope of work	
4	Bidding Documents, Tendering Processes, Evaluations and Recommendation(s), Preparation of Construction Drawings, Award of Contracts etc.	
5	Construction Supervision including supervision of Testing and Commissioning & energization of the Grid & associated transmission line, and including Defect Liability Period	
	Total	

Note:

The detailed breakup of all above items along with the monthly salary of each staff required for Construction Supervision shall be provided by the Consultants on separate sheets.

Appendix F

Services and Facilities to be Provided by the Client

Furnished site office & transport will be provided by construction contractor

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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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.

Wherever the context so permits, the clause "[Name of the Supplier]" may be construed as M/s (Successful bidder)

I have read over the contents of the Pact and find them true and correct and set myself liable in case I breach all / or any of them

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]