

DIAMER BASHA DEVELOPMENT COMPANY (PVT.) LTD.
A FULLY OWNED SUBSIDIARY OF WAPDA



REQUEST FOR PROPOSAL
FOR
MANAGEMENT CONSULTANCY SERVICES
FOR
SAFE CITY PROJECT FOR DIAMER BASHA
DAM AREA

General Manager / PD (DBDC)

August 2024

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PART I

Section 1. Request for Proposal

Procurement of Consultancy Services for Safe City /Basha

PROPOSAL NO. MCS -SC-DBDP

1. This Invitation for submission of Proposals follows the Procurement Notice for this Project which appeared in PRD(L)/WAPDA/047(2024-25) dated 13.08.2024
2. The Pakistan Water and Power Development Authority now invites proposals to provide the consulting services “**Management Consultancy Services for Safe City for Diامر Basha Dam Project**”. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.
4. A firm will be selected under QCBS (80:20) method and procedures described in this RFP.
5. The RFP includes the following documents:
 - Section 1 - Request for Proposal
 - Section 2 - Instructions to Consultants and Proposal Data Sheet
 - Section 3 - Technical Proposal (FTP) - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Eligible Countries
 - Section 6 – PPRA’s Policy – Corrupt and Fraudulent Activities
 - Section 7 - Terms of Reference (TORs)
 - Section 8 - Standard Forms of Contract (Time Based)
6. Please submit your proposal on the following address:

Room No. 708,
Wapda House, Lahore

Yours sincerely,

General Manager (DBDC)
708-Wapda House Lahore

Section 2. Instructions to Consultants

A. General Provisions

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| 1. Definitions | <p>1.1 Definition</p> <p>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.</p> <p>d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>f) “Day” means a calendar day.</p> <p>g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of</p> |
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| | <p>more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.</p> <p>i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>j) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>k) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.</p> <p>l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.</p> <p>o) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>p) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.</p> |
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| | <p>q) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.</p> <p>r) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.</p> |
| 2. Introduction | <p>2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p> |
| 3. Conflict of Interest | <p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the</p> |

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| | <p>termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p> |
| a. Conflicting activities | <p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p> |
| b. Conflicting assignments | <p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.</p> |
| c. Conflicting relationships | <p>(iii) <u>Relationship with the Procuring Agency’s staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract.</p> |
| 4. Unfair Competitive Advantage | <p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency</p> |

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| | shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. |
| 5. Corrupt and Fraudulent Practices | <p>5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.</p> |
| 6. | <p>6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.</p> <p>As an exception to the foregoing Clauses 6.1 and 6.2 above:</p> |
| a. Sanctions | 6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet . |
| b. Prohibitions | 6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries). |
| c. Restrictions for public employees | <p>6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they</p> <p>(i) are on leave of absence without pay, or have resigned</p> |

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| | <p>or retired;</p> <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</p> <p>(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and</p> <p>(iii) their hiring would not create a conflict of interest.</p> |
| B. Preparation of Proposals | |
| 7. General Considerations | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 8. Cost of Preparation of Proposal | 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 9. Language | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet. |
| 10. Documents Comprising the Proposal | <p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.</p> |

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| <p>11. Only One Proposal</p> | <p>11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet and subject to regulatory instructions, if any.</p> |
| <p>12. Proposal Validity</p> | <p>12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p> |
| <p>a. Extension of Validity Period</p> | <p>12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original</p> |

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| | <p>Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p> |
| b. Substitution of Key Experts at Validity Extension | <p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p> |
| c. Sub-Contracting | <p>12.9 The Consultant shall not subcontract the whole of the Services.</p> |
| | <p>12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.</p> |
| | <p>12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.</p> |
| | <p>12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.</p> |
| | <p>12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security.</p> |
| | <p>12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing</p> |

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| | <p>Declaration:</p> <ul style="list-style-type: none"> (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> (i) sign the contract, or (ii) furnish the required performance security |
| <p>13. Clarification and Amendment of RFP</p> | <p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the Data Sheet. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing. ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals. <p>13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p> |
| <p>14. Preparation</p> | <p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> |

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| <p>of Proposals – Specific Considerations</p> | <p>i. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Procuring Agency’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>ii. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p> |
| <p>15. Technical Proposal Format and Content</p> | <p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p> |
| <p>16. Financial Proposal</p> | <p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.</p> |
| <p>a. Taxes</p> | <p>16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency’s country is provided in the Data Sheet.</p> |
| <p>b. Currency of Proposal</p> | <p>16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national</p> |

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| | currency. |
| c. Currency of Payment | 16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. |
| C. Submission, Opening and Evaluation | |
| 17. Submission, Sealing, and Marking of Proposals | <p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "Do NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, reference number,</p> |

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| <p>Withdrawal of bids</p> | <p>name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.</p> <p>17.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal.</p> <p>17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.</p> <p>17.12 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> |
| <p>18. Confidentiality</p> | <p>18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other</p> |

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

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

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| <p>22. Financial Proposals for QBS</p> | <p>22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p> |
| <p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p> | <p>23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.</p> |
| <p>24. Correction of Errors</p> | <p>24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> |
| <p>a. Time-Based Contracts</p> | <p>24.1.1 If a Time-Based contract form is included in the RFP, the Procuring Agency's evaluation committee will</p> |

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| | <p>(a) correct any computational or arithmetical errors, and</p> <p>(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p> |
| 25. Taxes | 25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the in accordance with the instructions in the Data Sheet . |
| 26. Conversion to Single Currency | 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet . |
| 27. Combined Quality and Cost Evaluation | |
| a. Quality- and Cost-Based Selection (QCBS) | 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations. |
| b. Fixed-Budget Selection (FBS) | <p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected.</p> <p>27.3 The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.</p> |
| Least-Cost Selection | 27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest |

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| | evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract. |
| D. Negotiations and Award | |
| 28. Negotiations | <p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant’s authorized representative.</p> |
| a. Availability of Key Experts | <p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> |
| b. Technical negotiations | <p>28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p> |
| c. Financial Negotiations | <p>28.6 There shall be no financial negotiations, however, it may include only the clarification of the Consultant’s tax liability and how it should be reflected in the</p> |

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| | Contract. |
| 29. Conclusion of Negotiations | <p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.</p> |
| 30. Award of Contract | <p>30. Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be:</p> <ul style="list-style-type: none"> a) eligible in accordance with the provisions of ITC 6; b) is determined to be qualified to perform the Contract satisfactorily; and c) Successful negotiations have been concluded, if any. |
| 31. Grievance Redressal Mechanism | <p>31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.</p> <p>31.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.</p> |

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| | <p>31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p> <p>31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p> |
| 32. Mechanism of | 32.1 The Procuring Agency shall bar for not more than the |

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| <p>Blacklisting</p> | <p>time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; ii. Fails to perform his contractual obligations; and iii. Fails to abide by the id securing declaration; <p>32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <p>32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> <p>32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> <p>32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing</p> |
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| | <p>of the bidder or contractor, if availed.</p> <p>32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.</p> <p>32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p> <p>32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.</p> <p>32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.</p> <p>32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.</p> <p>32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such</p> |
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| | <p>period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.</p> |
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Proposal Data Sheet

| A. General | |
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| ITC Clause Reference | |
| 2.1 | <p>Name of the Procuring Agency: Diامر Basha Dam Company (DBDC)</p> <p>Method of selection: Quality and Cost Based Selection (80:20) method through Single Stage Two Envelope Procedure.</p> <p>Financial Proposal is to be submitted along with Technical Proposal as per the Single Stage Two Envelope Procedure (envelops marked accordingly)</p> <p>The name of the assignment is: Management Consultancy Services for Safe Cities Project At Chilas Diامر Basha</p> |
| 2.2 | <p>A pre-proposal conference/meeting will be held: Yes</p> <p>Date of pre-proposal conference: August 20th, 2024</p> <p>Time: 1100 hours</p> <p>Address: 714-Committee Room, Wapda House, Lahore.</p> <p>Telephone: Ph: 042-99201572</p> <p>Email: cedbdo@gmail.com</p> <p>Contact Person/ Conference Coordinator: [Abdur Rashid, Chief Engineer (Contracts), DBDC – Cell # 0332 8023264</p> |
| 2.3 | <p>The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>N/A</p> |
| 4.1 | N/A |
| 6.3 | <p>A list of debarred firms and individuals is available at the PPRA website: https://ppra.org.pk/</p> <p>Moreover, blacklisting or debarment of a bidder by a foreign country, international organization or other foreign institutions shall be treated as per PPRA Rules.</p> |
| B. Preparation of Proposals | |
| 9.1 | The language of the Bid is English. |

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| | <p>All correspondence shall be in English.</p> <p>The language for translation of supporting documents and printed literature is English</p> |
| 10.1 | <p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> 1. Power of Attorney to Sign the Proposal 2. TECH-1 3. TECH-2 4. TECH-3 5. TECH-4 6. TECH-5 7. TECH-6 8. PEC Registration Certificates 9. NTN of Consultants and ATL status of Firms 10. Beneficial Ownership information as per prescribed proforma in accordance with “Declaration of Beneficial Owners information of Public Procurement Contract Award Regulations, 2022 11. Proposal Securing Declaration (as per ITC 12.1) 12. Any other document required in RFP (if any) <p>Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 along with a model Form-I and sample form as per appendix A (4) FIN-4 (5) Statement of Undertaking |
| 10.2 | Statement of Undertaking is required: Yes |
| 11.1 | <p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>N/A</p> |
| 12.1 | Proposals shall be valid for 182 calendar days after the proposal submission deadline. |
| 13.1 | <p>Clarifications may be requested no later than <u>10</u> days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: General Manager /PD (DBDC) Liaison Office Lahore 708-Wapda House, Lahore Ph: 042-99201572 E-mail: cedbdo@gmail.com</p> |

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| 14.1(i) (do not use for Fixed Budget method) | Estimated input of Key Experts' time-input: 60 person-months. Estimated input of Non-Key Experts' time-input: 100 person-months. Total Estimated Key Experts & Non Key Experts time-input: 160 Man-Months |
| 14.1(ii) for time-based contracts only | The Consultant's Proposal must include the minimum Key Experts' time-input of 55 person-months. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. |
| 14.1.iii and 27.2 | N/A |
| 15.2 | The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| 16.1 | <ol style="list-style-type: none"> 1. A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the services; 2. Cost of travel by the most appropriate means of transport and the most direct practicable route; 3. Cost of office accommodation; 4. Communication costs; 5. Cost of purchase or rent or freight of any equipment required to be provided by the Consultants; 6. Cost of reports production (including printing) and delivering to the Client; 7. Other allowances where applicable and provisional or fixed sums (if any) 8. Any other cost required for performance of services Note: As all the Services are to be performed at or near the site, accordingly, reimbursable expenses shall be included in the proposal. |
| 16.1 | A price adjustment provision applies to remuneration rates: Yes |
| 16.2 | Original text is replaced with the followings: The Consultants, its sub-consultants and experts shall be wholly and exclusively liable for meeting/paying all tax liabilities arising out of the contract. |

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| | <p>All taxes, duties and other levies payable by the consultants(s), Sub-consultants and experts under the contract or for any other cause, as per the law of the land, shall be dealt with as under:</p> <p>a. Local direct taxes All local direct taxes i.e. income/withholding tax, super tax etc shall be deemed to be included in the rates and prices and the proposed prices submitted by an applicant.</p> <p>b. Local indirect taxes All local indirect taxes, i.e. sales taxes, VAT, levies, other charges or similar taxes levied on the consultant's invoice, prevailing at the date twenty eight (28) days prior to the date of proposal submission in the country where the site is located will be shown each as a separate line item at the end of summary cost and these indirect taxes will be borne by the employer and reimbursable to the consultants on presentation of original tax payment challans. Information on the consultant's tax obligation in the Clients country can be found from websites of provincial Revenue Authorities & Federal Board of Revenue, Pakistan/ AJK as the case may be.</p> |
| 16.3 | The Financial Proposal should state all costs in the Procuring Agency's country currency (local currency): Yes |
| 16.4 | All the payments under this contract shall be made in PKR only |
| C. Submission, Opening and Evaluation | |
| 17.1 | The Consultants shall not have the option of submitting their Proposals electronically |
| 17.4 | <p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original, Three (3) copies and one Soft copy on USB;</p> <p>(b) Financial Proposal: one (1) original.</p> |
| 17.7 and 17.9 | <p>The Proposals must be submitted no later than:</p> <p>Date: September 3rd, 2024. Time: 11:00 HRS Office of the General Manager (DBDC) WAPDA, 708-Wapda House, Lahore Ph: 042-99201572 E-mail: cedbdo@gmail.com</p> |
| 19.5 | An online option of the opening of the Technical Proposals is offered: No |

| 19.6 | N/A | | | | | | | | |
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| 21.1 (for FTP) | <p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposal:</p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment of Safe City Project:</p> <p>Firm which shall have specific experience of <i>three (3) Safe City Projects in Major cities</i> in each of following categories during last fifteen (15) years will obtain full marks. Otherwise marks will be given as below:</p> <table border="1" data-bbox="610 709 1354 936"> <thead> <tr> <th>No. of Project(s)</th> <th>Percentage Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>50%</td> </tr> <tr> <td>2</td> <td>80%</td> </tr> <tr> <td>3 or more</td> <td>100%</td> </tr> </tbody> </table> <p>(a) <i>Preparation of Master Plan and Employer’s Requirement (KPIs, TORs, BOQs and Technical Specifications) for Safe City Project</i> (5)</p> <p>(b) <i>Design Review and Approval of Low Level Engineering Design / Network Drawings of Safe City Project</i> (15)</p> <p>(c) <i>Preparation of Bidding Documents on EPC mode</i> (5)</p> <p>(d) <i>Project Supervision during deployment / Installation / Commissioning of Safe City Project on the site</i> (5)</p> <p style="text-align: right;">Total points for criterion (i): 30</p> <p>(ii) <i>Adequacy, quality of the offered services and technical capacity of the consultant to perform / deliver the services corresponding to the Terms of Reference (TORs):</i></p> <p>a) <i>Technical capacity and methodology</i> (5)</p> <p>b) <i>Efficacy / Suitability of Master Work Plan</i> (5)</p> <p>c) <i>Organization and Technical Staff in Related Departments</i> (10)</p> | No. of Project(s) | Percentage Marks | 1 | 50% | 2 | 80% | 3 or more | 100% |
| No. of Project(s) | Percentage Marks | | | | | | | | |
| 1 | 50% | | | | | | | | |
| 2 | 80% | | | | | | | | |
| 3 or more | 100% | | | | | | | | |

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| | Total points for criterion (ii) | 20 |
| | (iii) Key Experts' qualifications and competence for the Assignment: | |
| | a) Position K-1: Project Manager / Team Leader | (15) |
| | b) Position K-2: Expert (Civil) | (5) |
| | c) Position K-3: Expert (Contracts) | (6) |
| | d) Position K-4: Expert (Electrical / Electronics) | (6) |
| | e) Position K-5: Expert (Artificial Intelligence/ Data Sciences) | (6) |
| | f) Position K-6: Expert (Computer Networking) | (6) |
| | g) <i>Position K-7: Expert (Telecom and SCADA)</i> | (6) |
| | Total points for criterion (iii): | 50 |
| | The number of points to be assigned to each of the above positions will be determined considering the following three sub-criteria and relevant percentage weights: | |
| | 1) General qualifications (General Education, training and experience): | 20% |
| | (a) Basic Required Education | 10% |
| | (b) Higher Education | 10% |
| | 2) Adequacy for the Assignment (relevant education, training, experience in Safe City Projects): | 80% |
| | (a) Overall General Experience | 10% |
| | (b) Specific Experience in relevant Field | 50% |
| | (c) Specific Position Experience | 20% |
| | Total Weight: 100% | |
| | Total Points for three criteria's | 100 |
| The minimum technical score (St) required to pass is: 75 | | |
| | Note: | |
| | a) All the experts of the level of Senior Engineer and above should be nominated by name in the proposal. | |
| | b) Age limit of Consultant Staff required to work in the field should not | |

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| | <p>be more than Sixty Five (65) years. However, staffs who are nominated purely for office desk job, the age limit should not be more than Seventy (70) years.</p> <p>c) The key expert shall be rejected by giving zero marks if not having basic education though he has the required experience.</p> |
| 23.1 | An online option of the opening of the Financial Proposals is offered: No |
| 25.1 | For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Agency on behalf of the Consultant. |
| 26.1 | <p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Pakistani Rupees</p> <p>The official source of the selling (exchange) rate is: State Bank of Pakistan</p> <p>The date of the exchange rate is: 28 days prior to proposal submission date.</p> |
| 27.1 (QCBS only) | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% and P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p> |
| D. Negotiations and Award | |
| 28.1 | Expected date and address for contract negotiations: |

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| | Date: November 01, 2024. Address: 714-Committee Room, Wapda House, Lahore |
| 30.1 | The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: <u>www.ppra.org.pk</u> The publication will be done within fifteen (15) days after the contract signing. |
| 30.2 | Expected date for the commencement of the Services: Date: <i>November,15,2024</i> |

Section 3. Technical Proposal – Standard Forms

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

Checklist of Required Forms

| Required for FTP or STP (√) | | FORM | DESCRIPTION | Page Limit |
|-----------------------------------|-------------------|-------------------|--|------------|
| FTP | STP | | | |
| √ | √ | TECH-1 | Technical Proposal Submission Form. | |
| | “√” If applicable | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. | |
| | “√” If applicable | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members | |
| √ | | TECH-2 | Consultant’s Organization and Experience. | |
| √ | | TECH-2A | A. Consultant’s Organization | |
| √ | | TECH-2B | B. Consultant’s Experience | |
| √ | | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency. | |
| √ | | TECH-3A | A. On the Terms of Reference | |
| √ | | TECH-3B | B. On the Counterpart Staff and Facilities | |
| √ | √ | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | |
| √ | √ | TECH-5 | Work Schedule and Planning for Deliverables | |
| √ | √ | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | |

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

Form TECH-1

Technical Proposal Submission Form

{Location, Date}

To: **GM/PD (DBDC) WAPDA, Wapda House, Lahore**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) *[Note to Procuring Agency: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.]*
- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 15 years.
2. List only those assignments for which the Consultant was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.

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

Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{Improvement to Terms of Reference, if Any}

B - On Counterpart Staff and Facilities

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

Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks}
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Form TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks.
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

Form TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Procuring Agency’s country or any other country outside the expert’s country of residence.



Full time input



Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

Expert’s contact information: (e-mail, phone.....)

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Model Form-I and Sample Form as per Appendix A “Financial Negotiations - Breakdown of Remuneration Rates”
- FIN-4 Reimbursable expenses

FORM FIN-1 Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

Form FIN-2 Summary of Costs

| Item | Cost | | | |
|--|--|--|--|--|
| | {Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used} | | | |
| | {Insert Foreign Currency # 1} | {Insert Foreign Currency # 2, if used} | {Insert Foreign Currency # 3, if used} | {Insert Local Currency, if used and/or required (16.4 Data Sheet)} |
| Cost of the Financial Proposal | | | | |
| Including: | | | | |
| (1) Remuneration | | | | |
| (2) Reimbursable | | | | |
| Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1} | | | | |
| Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded | | | | |
| (i) {insert type of tax e.g., VAT or sales tax} | | | | |
| (ii) {e.g., income tax on non-resident experts} | | | | |
| (iii) {insert type of tax} | | | | |
| Total Estimate for Indirect Local Tax: | | | | |

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN of Remuneration

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

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

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

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

Note: Overhead and social charges certificates, required in the light of Model Form-I, Sample Form and Appendix A to Form Fin-3 are to be arranged/provided by the Consultants from an independent Auditor.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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

(Expressed in {insert name of currency*})

| Personnel | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|----------------------------|----------|---|--|-----------------------------|-----------------------|----------|---------------------|---------------------------------|--|---|
| Name | Position | Status with the Firm (Permanent/ Non-Permanent) | Basic Remuneration Rate per Working Month/Day/Year | Social Charges ¹ | Overhead ¹ | Subtotal | Profit ² | Away from Home Office Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour ¹ |
| Home Office | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Procuring Agency's Country | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | _____ | | | | | |
| | | | | | _____ | | | | | |
| | | | | | | | | | | |

{* If more than one currency is used, use additional table(s), one for each currency}

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN of Reimbursable Expenses

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

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

Proposal Securing Declaration

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

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

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

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

To: **General Manager (Security) WAPDA, 720-Wapda, Lahore**

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

Section 5. Eligible Countries

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

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

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

[http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#Lstate "none"\]](http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#Lstate%20none)

Section 6. Corrupt and Fraudulent Practices

“Corrupt and fraudulent practices” in respect of procurement process, shall be either one or any combination of the practices including:

- **“coercive practices”** which means any impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- **“collusive practices”** which means any arrangement between two or more parties to the procurement process designed to stifle open competition for any wrongful gain, and to establish prices at artificial, non-competitive levels;
- **“corrupt practices”** which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- **“fraudulent practices”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; and
- **“obstructive practices”** which means harming or threatening to harm, directly or indirectly, persons to influence their participation in a procurement process, or affect the execution of a contract;

The consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, shall observe the highest standard of ethics during the selection and execution of contracts.

It is understood that, in exercise of, either one or any combination, the practices stated above, by the consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees at any time, in respect of procurement process and the execution of a contract, shall be dealt in accordance with Rules and Regulations issued by Public Procurement Regulatory Authority (PPRA), including rejection of proposal for award, blacklisting and henceforth cross debarment for participation in respective category of public procurement or disposal proceedings.

Section - 7 TERMS OF REFERENCE

Management Consultancy Services for Safe City Project for Diamer Basha Dam Area

1. Introduction

Diamer Basha Dam Project (DBDP) is ongoing development mega Project, being executed by Diamer Basha Development Company (DBDC). The Project is designated amongst the Projects of national importance. Dam site of DBDP is located in district Diamer on the Indus River 315 km upstream of Tarbela Dam and 40 km downstream of Chilas city.

On 26th March, 2024, a tragic incident of terrorist attack on expatriates of Dasu HPP took place as a result, heavy loss of crucial lives was encountered which included expatriates as well as local dwellers of Dasu. It necessitated establishment of Safe City Project to *ensure the security of work force at Diamer Basha Dam Project and periphery* as of paramount importance. A Master Plan is being initiated/ implemented to mitigate the security issues encountered frequently in *the Diamer Basha Dam Project and periphery areas of Diamer / Chilas*.

The Government has embarked upon a plan to *enhance security of workforce/ sites employed at Project sites / city of Chilas through installation of modern Digital Surveillance Technologies*. This in turn will mean, deploying of *network based digital surveillance system* in the project areas to optimize the necessary response from detection to action by the law enforcement agencies (LEAs). The Government intends to enhance its capacity for effective mitigation against vulnerabilities towards safety, security and natural disasters by ensuring efficient use of *IP based cameras, smart sensors/ detectors/ scanners duly augmented* by improved coordination and cooperation mechanism *amongst various stakeholders of district administration, security agencies / organizations etc.*

Owing to the *prevailing security situation in project areas*, Prime Minister of Pakistan has issued directives where WAPDA has been assigned the responsibility for

establishing safe city in *the dam sites / Chilas city/ periphery areas of Diamer Basha Dam Project covering a security corridor / envelop in Chilas/ Diamer.*

Phase-I of Safe City Project comprising Cameras & Drones have already been implemented and following equipment have been deployed:

| <u>Cameras (Nos.)</u> | <u>Drones (Nos)</u> |
|-----------------------|---------------------|
| 265 | 03 |

2. Mode of Implementation / Organization of Study

- i. The project is proposed to be implemented through Engineering, Procurement and Construction (EPC) mode by which services of Management Consultant (MC) will be hired for preparing the Master Plan and Employer's *technical requirement covering project Key Performance Indicators (KPIs), TORs, BOQs in consultation with Employer*, prepare Tender / Bidding Documents on EPC basis and their procurement, including but not limited to, Technical and Financial Evaluations of the Project, review the Project *designs/ drawings* to be submitted by the Contractor, Contract Management and *on-site project Supervision*.
- ii. The MC will be selected and appointed by the DBDC/WAPDA for smooth and timely implementation and completion of the safe city project for Basha Dam Area.
- iii. The objective for the MC is to act on behalf of Diamer Basha Development Company (DBDC), providing *Consultancy Services covering Project Management, Site Management, Contract Management and Technical Services* to undertake review of the EPC Contractor's *designs/ drawings* and assist DBDC(WAPDA) on all aspects associated with the fixed price lump sum turnkey EPC Contract for the *smooth and timely implementation* of Safe City Project for Diamer Basha Dam Area.
- iv. The role of the MC will be to ensure that the responsibilities of the EPC Contractors remain fully within the *contractual scope of work* and that actions taken in managing the project avoid any dilution or change to those responsibilities/ *contractual obligations*.

- v. The MC will ensure that the EPC Contractor establishes *efficient control procedure mechanism* and reporting functions to execute the project complying with all aspects of the *Contractual Obligations*.
- vi. Project Management and Technical Services will be provided to Procuring Agency by the MC in accordance with the Scope of Work and as well as on need basis for additional services in response to specific written requests issued by Procuring Agency.
- vii. The Proposal for the role of MC shall provide a detailed statement of the philosophy proposed in providing the role of MC, and demonstrate the basis on which that philosophy has been determined. This statement shall address fully the scope of services as outlined in this document and any other activities which the MC considers necessary in meeting the objective outlined in this Request for Proposals.

3. Objectives of the Project

The objectives for this project are to ensure the following:

- i. Protecting the Project Chilas city and Project *site areas* from terrorism is the cornerstone of the project;
- ii. Preventing the unauthorized acquisition, importation, movement, or use of weapons and toxic materials;
- iii. Minimizing threats and vulnerability to the important infrastructure, key resource, *dam work sites, residential camps, road routes on the river banks, connection bridges on the river banks*, leadership, management, expatriates as well as locals from *major disturbances*, terrorist attacks and other hazards;
- iv. *Provide automated timely alerts to response force (LEAs)* as to take measures regarding malicious activities, events or actions that impact the overall safety of the project;
- v. Conduct forensic searches for specific objects, activities and human attributes across number of indexed video clips and retrieve results in minutes;
- vi. Proactively predict events and vulnerabilities based on number of information captured & analyzed from *the network of entry / exit points and camera pole sites*

- installed in Chilas City /Project sites, JCPs/ CPs on road routes, important connecting bridges, camps and work sites;*
- vii. Bring different fragmented security systems under one umbrella of *Command & Control Centre (C4I Building)*, with integrated solutions that strengthen protection, while substantially mitigating the rising cost and complexity of security;
 - viii. Control access to information and applications dynamically using rules-based identity management;
 - ix. Make critical data available to relevant users, irrespective of their location, to enable continuous delivery of vital services to recipients, even in the event of an outage.
 - x. Provide decision makers with a real-time, holistic view of the project areas of operation and resources, helping public agencies coordinate emergency response efforts and arrange resources in hours instead of days.
 - xi. There will be a host of services that would be launched including video surveillance, *OFC network duly augmented with redundant wireless means*, LTE network, establishment of *data center and round the clock operational command and control center*.
 - xii. To bring into the security measures in place through the safe city model and integrate the systems / *components aimed to obtain real-time digital surveillance so as to provide a safe working as well as living environment*.
 - xiii. It is envisaged that system's *C&IT network infrastructure (OFC, Wireless, LTE)* may be expanded to include the government offices, utilities and other relevant departments to provide network infrastructure that is mandatory for *quick and synergized response by LEAs in close coordination with concerned district administration*.
 - xiv. Installation of safe city in project areas will provide the Government organizations with useful information and *timely technical intelligence gathered from digital video surveillance / scanners/ detectors*. With this information, various departments of the Government will remain *well informed, fully alert and confident* to respond timely to *thwart any event of terrorism / anti state activity in the project areas*.

- xv. The safe city network will also enable the government departments to converge on one portal for the exchange of information and synergized *coordination for effective response actions*.
- xvi. The Command, Control, Communication, Computer and Intelligence (C4I) Centre at the network's nerve epicenter will aggregate all raw inputs, where the system's *dedicated software module* would extract the required information coming from *network of digital surveillance / sensors points*. The collated raw data includes security data, threats, sensors input, IVS, human intelligence feeds, which is translated into useful intelligence used to take informed decisions.

4. Brief Objectives of the Consultancy Services

- i. The objective of the Consultancy Services is to *conceptualize* and prepare a Master Plan for *Employer's technical requirement including Key Performance Indicators (KPIs), Project's Terms of Reference (TORs), BOQs in consultation with Procuring Agency, review of Engineering Designs / Networking Drawings of all the components of the project items such as OFC Module, Camera Module (Facial Recognition, Video Surveillance and Analytics), Telecom Module (Wireless, LTE), Routing and Switching Module, Power and Telemetry Module, Data Centre Module (Servers, Storage, Switches), Software Module (AI based Predictive Analysis, Behavior Analysis, call center), Command Control Centre (C4I Building with Integral Support Systems), Vehicle Tracking (RFID/ ITS/ GIS), Entry / Exit Check Points, etc.*
- ii. To prepare Tender / Bidding Documents on EPC basis and their Procurements, including but not limited to Technical and Financial Evaluations of the Project. The consultant will also have to examine and review the *Project Low Level Designs / Drawings* to be submitted by the Contractor, with additional reviews as many as may be necessitated and required.
- iii. To provide services for preparation of Contract Agreements *with the EPC Contractor of the project*.
- iv. Third Party Monitoring (TPM) during Construction / *Deployment / Commissioning phases of the project at site whereby undertake holistic Supervision* of the whole

project and provide consultancy and assistance to Procuring Agency for *timely / completion of the Project for desired results.*

5. Standards of the Consultancy Services

- i. The Consultancy Services will be of such a quality as to allow DBDC/WAPDA and Government of Pakistan for *timely implementation / completion* of the Project.
- ii. *The MC shall be registered with Pakistan Engineering Council with suitable ‘Services Codes’ to provide the required consultancy services.*
- iii. *The MC shall establish and keep necessary organization (i.e capable HR) for design review and supervision of project during deployment / execution / commissioning at the respective project sites.*
- iv. *The MC shall detail, designate and provide such qualified and experienced Personnel from its integral organization / departments as are required to carry out the Services in smoothly and successfully.*

Overall level of study and the degree of details on each aspect shall be sufficient to meet acceptability criteria of international donors that can be approached for funding of the Project for *installation / deployment/ commissioning of the Safe City Projects for Diامر Basha Dam Area, , if required.*

6. Scope of Consultancy Services

The intent of the *consultancy services* is to assist Procuring Agency in the *project planning, designing* and execution to achieve the objectives of a functional, reliable and safe facility, which meets the project perceived *KPIs, TORs, technical specifications of the BOQs*, satisfies performance goals and is completed within budget and on schedule as per *Timelines of the Project Implementation Plan (PIP).*

The MC shall assist Procuring Agency in evaluation of the technical and financial proposal of the participating firms for the Safe City Projects for Diامر Basha Dam Area.

The MC shall provide services to Procuring Agency in the engineering design / drawing reviews / approval, supervision during deployment and commissioning of the

Safe City Projects for Diامر Basha Dam Area. In the process, the MC shall evaluate and approve final technical surveys, detailed *low level designs / drawings of respective modules* prepared and submitted by the Contractor before commencement of physical work.

MC shall provide overview, coordination and services for review of technical surveys, detailed *low level designs / drawings of respective modules* prepared and submitted by the Contractor *in close coordination/ consultation with Employer's Project* which would be sufficient to perform a continuous due diligence oversight of the *successful execution/ completion* of Project.

MC shall facilitate in early deployment of the project through close coordination and liaison with Procuring Agency, the contractor and different concerned organizations/ agencies during execution and commissioning of Safe City Projects for Diامر Basha Dam Area.

Task-I: Inception/ Technical Assessment:

- i. Prepare the analysis of existing *C&IT infrastructures* and facilities in Project areas / cities and assess the current situation for *development/ deployment of potential requirements for safe city project*;
- ii. Prepare the analysis of technical developing trend and propose the appropriate and future-proof technologies recommended for the project;
- iii. Prepare the analysis of safe city model for the project;
- iv. Prepare *technical feasibility report* along with justification in *close coordination / consultation with Procuring Agency* for recommended *technologies / systems / components* for the Safe City Project Facility.
- v. Develop a comprehensive plan for effective implementation of Safe City Project for Diامر Basha Dam Area which may include but not limited to following:
 - Integrated Command and Control Center and C&IT technologies
 - Synchronization/ integration of already installed CCTVs and equipment at Basha Dam site / sites, where *technically feasible/ viable*.
 - Communication and dispatching system;

- *CCTV monitoring / recording through digital video surveillance and analytical facial recognition system;*
 - *Criminal Reporting and Information System for Crime management;*
 - *AI based Facial Recognition and Behavior Analysis for Predictive Analysis*
 - *Integrated Decision Support System for the Responders*
 - *Auto Fingerprint Recognition / Information System for Integration with National Data Base (NADRA)*
 - *Integral Call Centre*
- vi. Preparation of the analysis of *security environment* and criminal situation *in and around* the of Cities of Kohistan, Chilas and Dasu in recent years, technical surveys *for physical installation of project systems/ modules, preliminary High Level Design, TORs / KPIs / BOQs of all the constituent modules* of the project in order to make them more comprehensive and *technically feasible for installation / operationalization in project areas topography. Major components of the project items would include such as OFC Module, Camera Module (Facial Recognition, Video Surveillance and Analytics), Telecom Module (Wireless, LTE), Routing and Switching Module, Power and Telemetry Module, Data Centre Module (Servers, Storage, Switches), Software Module (AI based Predictive Analysis, Behavior Analysis), Command Control Centre (C4I Building with Integral Support Systems), Vehicle Tracking (RFID/ ITS/ GIS), Entry / Exit Check Points, Project Management Systems etc.*
- vii. Data Centre includes servers, video recorders, RAID controllers and memory, Air Conditioning, Networking, UPS and other standard which is related at Data Centre in the backup Control Centre where all video streams may also be recorded for backup purposes.
- viii. The Consultant shall provide its services for *seamless integration* of all IT components to be installed and guide the Contractor for its *physical implementation / inter-system level integration* on site.
- ix. Formulation and suggestion of Staff requirements for the Control Centre and Data Centre along with their Job Descriptions and qualifications.
- x. Planning of civil components including control room and offices.

- xi. Integration of system with the Excise Department's Motor Vehicle Registration database, NADRA and others, *on required basis*.
- xii. Installation of Mobile X-Ray Scanner with Back-scattered scanning technology on entry/exit points of city to scan the moving vehicles. This should be capable of primarily detection of metallic/plastic weapon's and explosive materials.
- xiii. Installation of LTE based network covering entire City / Project areas for connectivity of components, verification of *camera poles / communication towers*, allocation of frequency spectrum, signal strength etc.
- xiv. Installation of Backup wireless Network solution (in case of failure of the primary fiber optic network), for ensuring project network connectivity 24/7. Supervision should include the specifications, the locations of towers, frequency spectrum, wireless receivers and transmitters located *for connectivity with the cameras, scanners / detectors*, etc;
- xv. Primary and Backup Control Centre should also be linked with Police, Rescue and Ambulance services through LTE, Fiber and Wireless Telecommunication.
- xvi. Backup Control Centre should have sufficient space available for placing wireless equipment and antennae, and that the video wireless frequencies do not interfere with the audio wireless frequency of Police.
- xvii.** The Technical reports will also include: the details of field investigation / surveys / studies carried-out by the MC and required for preparation of performance specifications, Scope of Works for the EPC Contracts, Employer's requirements of engineering and networking designs and detailed work programme to be performed by the EPC Contractor and any other finding / recommendation for review and appraisal of the Client.
- xviii.** *Check and supervise the schedule of project implementation plan for procurement, deployment and commissioning of the equipment / hardware / software by the contractor to ensure timely completion of Safe City Project for Diامر Basha Dam Area.*
- xix. *Prepare and submit progress reports on physical implementation of the project.*
- xx. *Review and approve Revised Design / Drawings submitted by the contractor, on required basis.*

- xxi. *Review contractor's quality conformance to the provisions of the contractual obligation during project execution.*
- xxii. *Supervise all civil, electrical, mechanical, telecomm works, data center, commissioning of equipment / materials, etc by the contractor.*
- xxiii. *Check and supervise quality of works at respective sites in accordance with the approved drawings / design.*
- xxiv. *Prepare variation order if necessitated due to site conditions and submit to the Procuring Agency for approval and implementation.*
- xxv. *Check and measure finally deployed / installed quantities of equipment and materials by the contractor for preparation of final statement of the project as per approved design/ drawings.*
- xxvi. *Supervise testing and commissioning of equipment and materials by the contractor and recommend issuance of provisional / final acceptance certificate as per approved design/ drawings.*
- xxvii. *Review and approve Operation and Maintenance Manual and As-built drawings prepared after final deployment / delivery of project by the contractor for O&M purposes in future.*
- xxviii. *Review of project completion report as per approved design/ drawings submitted by the contractor and recommend its acceptance by the Employer.*
- xxix. *Review and approval of project equipment / materials, design drawings, final design drawings prepared and submitted by the contractor.*
- xxx. *Formulation of Time Schedule of Projects Implementation Plan (PIP) in close coordination with Employer and the EPC contractor for speedy, transparent and quality implementation / completion of the project as per approved design/ drawings.*

6.2 Task-II: Bidding Documents its Evaluation and Vetting of the Project Design a) Preparation of Tender / Bidding Documents (RFPs, BOQs, Specifications) for the Safe City Project for Diemer Basha Dam Area – IT Digital Surveillance Component of the Project only, in line with the standard public sector practices such as PPRA Rules-2004 and relevant laws, rules etc., b) Technical and Financial Evaluation of the Bids as per criteria and requirements defined in the

Bidding Documents. c) To examine and vet one or more Project design/ Low level designs (LLDs) to be submitted by the responsive Bidders / Contractors, with additional reviews as many as required, before award of the contract.

- 6.3 Task-III Legal Services and Contract Agreements** a) Review, draft and negotiate Contracts / Agreements, Request for Proposals, Expression of Interests as and when required by the Procuring Agency; b) Review, draft and negotiate memorandums of understanding, patent agreements with various national and international entities, whenever required by the *Procuring Agency*; c) Advise on all potential corporate, regulatory and other legal issues of public sector organization; d) Advise on individual labor and employment matters; e) Review personal, fiscal, and other policies as well as corporate by laws; f) Attend *Procuring Agency* and different Committees meetings as necessary; g) Advise on Government grant and contract issues; h) Advise on response to subpoenas, court orders and request for information from third parties; i) Defend lawsuits, or any other claims, and conduct litigation as necessary; j) Attendance and participation at meetings about and/or with entities having legal business with the Firm, when required by the *Procuring Agency*; k) Other legal services as needed.

6.4 Task-IV: Validation and Assistance to Procuring Agency.

- i. Provide fair and quality assistance to the Procuring Agency for smooth and effective implementation, construction and establishment of the safe city project.
- ii. The Consultant shall also undertake to commissioning, validate and test the functioning of the installed network of equipment *as per KPIs, TORs, BOQ Specifications* etc, before payments to the contractor.
- iii. To assist Procuring Agency in the project inspection, completion and clearance phase, before closure of the project.

7. Management Consultants Project Team (Qualification Requirements for the Key Experts)

Consultants will assign adequately qualified key personnel's to carry out the Services as described in TOR. Key experts should possess the qualifications and experience

as mentioned below:

- 7.1. Project Manager / Team Leader:** He/ She should have Master's Degree in Computer Sciences/Software from a recognized university. Ph.D. qualification in related discipline shall be given additional weightage. He/ She should have experience of working in senior techno-managerial position with 5 years as team leader on similar Projects. He/ She should have overall experience of 25 years with 15 years specific experience in design/planning/implementation in similar Projects. The incumbent should be able to lead the designated team of Consultant and assist WAPDA in timely completion of the services with *quality services*.
- 7.2. Expert (Civil):** He/ She should have Bachelor's Degree in Civil Engineering Discipline from a recognized University. Masters in related discipline shall be given additional weightage. He/ She should have 5 years experience of working as Expert (Civil) on similar Projects. He/ She should have overall experience of 20 years with 10 years of experience in designing/ planning/ implementation of Commercial Buildings of major infrastructure Projects.
- 7.3. Expert (Contracts):** He/ She should have Masters Degree in Contract/Project Management with Bachelor in any Engineering Discipline from a recognized university. Ph.D. in related discipline shall be given additional weightage. He/ She should have 5 years experience of working as Expert (Contracts) on EPC based Projects. He/ She should have overall experience of 20 years with 10 years of experience in dealing with Contractual issues of major infrastructure Projects.
- 7.4. Expert (Electrical/Electronics):** He/ She should have Bachelor's Degree in Electrical/ Electronics Engineering in corresponding relevant field from a recognized university. M.Sc. in related engineering discipline shall be given additional weightage. He/ She should have 5 years of experience of working as Expert on related assignments. He/ She should have overall experience of 20 years with 15 years in design/ planning/ installation of similar Projects.
- 7.5. Expert (Artificial Intelligence / Data Sciences):** He/ She should have Bachelor's Degree in Computer Software Engineering from a recognized institute/ university

with corresponding specialization/ experience in relevant field. M.Sc. in related discipline shall be given additional weightage. He/ She should have 5 years of experience of working as Expert (AI Solutions/ Data Sciences) on similar assignments. He/ She should have overall experience of 15 years with at least 10 years in designing/ implementation of AI based analytical softwares / programs.

7.6. Expert (Computer Networking): He/ She should have Bachelor's Degree in Computer System Engineering in related field from a recognized university. M.Sc. in related discipline shall be given additional weightage. He/ She should have 5 years of experience of working as Expert (Networking) on similar assignments. He/ She should have overall experience of 15 years with 10 years in designing/ implementation of networking systems of similar Projects.

7.7. Expert (Telecom & SCADA): He/ She should have Bachelor's Degree in Telecom from a recognized institute/ university with corresponding specialization / experience in Telecom & SCADA field. M.Sc. in related engineering discipline shall be given additional weightage. He/ She should have 5 years of experience of working as Expert on Telecom & SCADA assignments. He/ She should have overall experience of 20 years with 15 years in design/ planning/ installation of similar Projects.

8. Man Months Required:

| | |
|--|----------------|
| Estimated Key Experts' time-input | 60 Man-months |
| Estimated Non Key Experts time-input | 100 Man-months |
| Total Estimated Key Experts & Non Key Experts time-input | 160 Man-Months |

9. Additional Services

Regarding any services additional to those specified above, Management Consultant, if specifically requested by WAPDA, shall;

Provide special technical advice on aspects of the project that are not normally required / provided during the Services. However, any services which are not specifically mentioned in the TOR above but are allied and essential for the effective

implementation and completion of the Project will also be provided by the Management Consultant and will be deemed to have been part of this TOR.

10. Special Services

If the services of the Consultant are required in connection with the Project to carry out some special studies or to carry out supervision not covered above or to carry out services after taking-over of works by the Client during O&M period after Final Acceptance Certificate (FAC) is issued to the contractor, such services will be considered as Special Services and upon written authorization by the Client, the Consultant shall undertake such services on the terms of remunerations which shall be negotiated separately.

11. Reporting Requirements and Implementation Schedule

| Sr. # | Description | No of copies to be submitted by the MC | Time required for the activity (months) | Total Time after Commencement of Services (months) |
|-------|---|--|---|--|
| 1 | Draft Inception/ Assessment Report | 05 hard copies+ 01 soft copy | 0.5 | 0.5 |
| 2 | Final Inception/ Assessment Report | 05 hard copies+ 01 soft copy | 0.5 | 1.0 |
| 3 | Draft <i>Employer's Technical Requirement Reports / Master Plan including Project KPIs, TORs, BOQs and Specifications of the project</i> | 05 hard copies+ 01 soft copy | 0.5 | 1.5 |
| 4 | Final <i>Employer's Technical Requirement Report / Master Plan including Project KPIs, TORs, BOQs and Technical Specifications of the project</i> | 05 hard copies+ 01 soft copy | 1.0 | 2.5 |
| 5 | Submission of Draft Bidding Documents on EPC Mode | 07 hard copies+ 01 soft copy | 1.0 | 3.5 |

| Sr. # | Description | No of copies to be submitted by the MC | Time required for the activity (months) | Total Time after Commencement of Services (months) |
|-------|---|--|---|--|
| 6 | Issuance of Final Bidding Documents on EPC Mode | As per requirement | 0.5 | 4.0 |
| 7 | Response Time, Clarifications to Bids, Amendments to Bids (if any) | N.A. | 1.0 | 5.0 |
| 8 | Opening, Evaluations, Clarifications (if any), Negotiations and Award/signing of EPC Contract | N.A. | 2.0 | 7.0 |
| 9 | Preparation and Finalization of Design by EPC Contractor(s) including detailed review(s) by the Management Consultant and the Employer (WAPDA) | N.A. | 2.0 | 9.0 |
| 10 | <i>Resources Mobilization / Deployment/ Installation including project's approved Hardware Equipment/ Software for Construction/ Installation/ Commissioning at respective sites by EPC Contractor including Seamless Integration of all Project Components/ Modules as Per KPIs/ TORs/ BOQs. Note: On Job Training (Level-I) to Employer's O&M staff on concurrent basis alongside the installation/ deployment/ commissioning / integration of project hardware/ software</i> | N.A. | 9.0 | 18.0 Safe City project for Diامر Basha Dam area will be operational after 18 months |
| 11 | <i>Specialized Training (Level-II &III) to Employer's O&M staff and Issuance of PAC</i> | N.A. | 2.0 | 20.0 |
| 12 | DNP/ DLP, | N.A. | 12.0 | 30.0 |
| 13 | <i>EPC Contract Closure</i> | N.A. | 6.0 | 36.0 |
| 14 | Submission of regular monthly, | 10 | N.A. | Each |

| Sr. # | Description | No of copies to be submitted by the MC | Time required for the activity (months) | Total Time after Commencement of Services (months) |
|-------|--|--|---|--|
| | quarterly and annual reports of implementation progress / financial status and proposed modification and future actions for the client's use | | | Month/Quarter /Biannual/Annual |

All submissions including software's purchased with funds provided by the client alongwith Compact Discs (CDs)/ DVDs for future reproduction on the same format on which reports/ maps etc. are prepared (05 sets) including in editable formats without password protection like MS Word, MS Excel (editable formulae) etc. The data of field investigation (raw and formatted data) acquired during the assignment should also be submitted in the format instructed by the Client.

12. Housing and Office Facilities for the Consultants

The Consultant shall establish their office at or near the site of work. The Consultant shall make their own arrangements to furnish their offices and houses. The Consultants shall provide cost estimates and details of their requirements in this respect in their proposal under direct cost.

13. Transport

The Consultants shall make their own arrangements for transport as direct cost items which shall be subject to approval of WAPDA. Traveling allowances and daily allowances shall be admissible in accordance with the Company rules.

PART II

Section 8. Conditions of Contract and Contract Forms

Contract for Consultant's Services

Project Name: Procurement of Management Consultancy Services for Safe City Project for Diامر Basha Dam Area.

[Loan/Credit/Grant] No. _____

Contract No. _____

Between

[Name of the Procuring Agency]

and

[Name of the Consultant]

Dated: _____

1. Form of Contract

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

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

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

WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F: Integrity Pact (For services above Rs.10 million)

Appendix G: Performance security form (Consultants shall provide Performance security equal to 2% of contract amount in the form of Bank Guarantee as per Appendix G)

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

General Conditions of the Contract

A. General Provisions

1. Definitions

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

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Procuring Agency”** means:-
 - (c) any Ministry, Division, Department or any Office of the Federal Government;
 - (d) any authority, corporation, body or organization established by or under a Federal Law or which is owned or controlled by the Federal Government;
- (e) **“Procuring Agency’s Personnel”** refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Consultant.
- (f) **“Consultant”** means an individual consultant or a consulting firm as the case may be;
- (g) **“Contract”** means an agreement enforceable by law;
- (h) **“Contractor”** means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
- (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (j) **“Day”** means calendar day unless indicated otherwise.
- (k) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (l) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the

Contract.

- (m) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (n) **“GCC”** means these General Conditions of Contract.
- (o) **“Government”** means the Government of Pakistan.
- (p) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- (q) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (r) **“Local Currency”** means the currency of Pakistan
- (s) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (t) **“Party”** means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.
- (u) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (v) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (w) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (x) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (y) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

- 2. Relationship between the Parties** 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract** 3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC**.
- 4. Language** 4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and

payments from the Procuring Agency.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the **SCC**.

10. Fraud and Corruption

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

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

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

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

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

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring Agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness

conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is

caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the

Procuring Agency, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

18. Suspension

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

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Procuring Agency

19.1.1 The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the

receipt by the Procuring Agency of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

- a. Standard of** 20.1 The Consultant shall perform the Services and carry out

- Performance** the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.
- b. Law Applicable to Services** 20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 21. Conflict of Interests** 21.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.** 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be

for the account of the Procuring Agency.

- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant

shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection
and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary
Rights of the
Procuring
Agency in
Reports and
Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such

agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

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

D. Consultant's Experts and Sub-Consultants

30. Description of Key Experts

30.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case

where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

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

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

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

33. Removal of Experts or Sub-consultants

33.1 If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

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

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

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

34.1 Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

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

35.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in **Appendix B**.

35.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

**36. Assistance
and
Exemptions**

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

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

be necessary or appropriate for the prompt and effective implementation of the Services.

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

37. Access to Project Site

37.1 The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

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

39. Services, Facilities and Property of the Procuring

39.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the

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| Agency | <p>times and in the manner specified in said Appendix A.</p> <p>39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.</p> |
| 40. Counterpart Personnel | <p>40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.</p> <p>40.2 If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.</p> <p>40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.</p> |
| 41. Payment Obligation | <p>41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.</p> |
| 42. Ceiling Amount | <p>F. Payments to the Consultant</p> <p>42.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).</p> <p>42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in</p> |

the **SCC**.

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

43. Remuneration and Reimbursable Expenses

43.1 The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

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

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

43.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

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

44. Taxes and Duties

44.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

44.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. Currency of Payment

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

**46. Mode of
Billing and
Payment**

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

- (a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring

Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

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

47. Interest on Delayed Payments

47.1 If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. Fairness and Good Faith

48. Good Faith

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

H. Settlement of Disputes

49. Amicable Settlement

49.1 Any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its

existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

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

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

Special Conditions of Contract

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

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1(b) and 3.1 | The Contract shall be construed in accordance with the law of Pakistan. |
| 4.1 | The language is: English |
| 6.1 and 6.2 | <p>The addresses are: Diamer Basha Development Company (Pvt.) Ltd. a fully owned subsidiary of WAPDA</p> <p>Attention: <u>General Manager/PD (DBDC)</u> Address: _____</p> <p>Consultant: _____ _____</p> <p>Attention: _____ E-mail (where permitted) : _____</p> |
| 8.1 | “N/A” |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Procuring Agency: <i>GM/PD(DBDC)</i> or any other officer as notified by GM/PD (DBDC)</p> <p>For the Consultant:<i>[name, title]</i> _____</p> |
| 11.1 | <i>[Note: If there are no effectiveness conditions, state “N/A”]</i> |
| 12.1 | <p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <u>Two Months.</u></p> |
| 13.1 | Commencement of Services: |

| | |
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| | <p>The number of days shall be 7</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.</p> |
| 14.1 | <p>Expiration of Contract:</p> <p>The time period shall be 36 Months.</p> |
| 21 b. | <p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes <input checked="" type="checkbox"/></p> |
| 23.1 | <p>“Limitation of the Consultant’s Liability towards the Procuring Agency:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency’s property, shall not be liable to the Procuring Agency:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p> |
| 24.1 | <p>The insurance coverage against the risks shall be as follows:</p> |

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| | <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of the total value of the contract</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring Agency's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Procuring Agency's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Procuring Agency's country</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Procuring Agency's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> |
| 27.2 | <i>[The Consultant shall not use any of the documents related to the Services for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.]</i> |
| 29. Code of Conduct | The Consultant is "required" to have a Code of Conduct for Experts as per the policy of the Authority. |
| 33.2 Removal of Experts or Sub-consultants | Following text may be added as Para (i) "Performance of Experts shall be monitored on quarterly basis by the Procuring Agency." and the existing text maybe numbered as para (ii). |
| 38.1 | The sub-clause is deleted and replaced as follows: Any increase or decrease in the taxes due to subsequent legislation will be dealt as given below: |

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| | <p>Local Direct Taxes:</p> <p>Any increase or decrease in the rates of all local direct taxes, or introduction of new tax on the income of the Consultants, Sub-consultants in connection with the performance of the contract, will be the liability of the Consultants as these taxes are levied on the income earned by Consultants from the contract and Employer (WAPDA/DBDC) will not compensate to the Consultant.</p> <p>Local Indirect Taxes:</p> <p>If rate of indirect taxes (sales tax, FED or similar taxes levied on the Consultant's invoice) which are to be borne by the Employer are increased or decreased, a new tax or duty is introduced, an existing tax or duty is abolished or any change in interpretation or application of any tax or duty occurs in the course of performance of the contract, an equitable adjustment/compensation of the contract price will be made to the Consultants by the Employer (WAPDA/DBDC).</p> |
| 42.2 | <p>The ceiling in local currency is: _____ <i>[insert amount and currency]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Procuring Agency <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p> |
| 43.3 | <p>Payments for remuneration shall be adjusted as follows:</p> <p>(1) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:</p> $R_t = R_{t_0} \times \frac{I_t}{I_{t_0}} \quad \{ \text{or} \quad R_t = R_{t_0} \times [0.1 + 0.9 \frac{I_t}{I_{t_0}}] \}$ <p>where R_t is the adjusted remuneration;</p> |

| | |
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| | <p>R_{10} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency;</p> <p>I_1 is the National Consumer Price Index (N-CPI) as published by Federal Bureau of Statistics, Govt. of Pakistan for the first month for which the adjustment is to have effect; and</p> <p>I_0 is the National Consumer Price Index (N-CPI) as published by Federal Bureau of Statistics, Govt. of Pakistan for the month of the date of the Contract.</p> |
| <p>44.1 and 44.2</p> | <p>Following text is add:</p> <p>Local Direct Taxes: It is implied that the applicant (consultant) has taken all the risks and returns into account while submitting the proposed price. The client shall not be responsible for any present or future direct taxes (Income tax /Corporate tax, WHT, turnover tax, super tax etc) payable by the applicant (Consultant), sub-consultants, experts and his/her other employees. Increase or decrease in the rates of tax, or introduction of new tax on the income of the contractor in connection with the performance of the contract will be the responsibility of the Contractor as these taxes are levied on the income earned by him from the contract.</p> <p>Local Indirect Taxes, Duties, Levies etc: All local indirect taxes i.e. sales taxes, duties, levies, other charges or similar taxes levied on the Consultants invoice, prevailing at the date twenty eight (28) days prior to the date of proposal submission in the country where the site is located will be shown each as a separate line item at the end of summary cost and will be reimbursed/withheld by the client as per the law of the land.</p> <p>However, consultant's entitlement will be limited to output Sales Tax borne by the consultant, supported by the Sales Tax Return submitted with Provincial and/or Federal Tax Authority.</p> <p>Payment of Duties on Plant: Custom duties, sales tax and duty surcharges levied in Pakistan on Plant imported by the consultant for incorporating into or forming part of the permanent works will be paid by the consultant and reimbursed by the Employer.</p> <p>Payment of Duties on Consultants Equipment: The employer shall not pay any customs, imported duties and sales tax in consequence of the importation of consultants' Equipment. If the Consultants' is required to pay such customs, import duties and taxes, the Employer shall not reimburse the amount thereof.</p> |

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| | <p>The consultants shall obtain clearance through custom of all Plant and machinery.</p> <p>The goods meant for or in the ownership of the Consultants are excluded from liability of WAPDA/DBDC for re-export.</p> <p>Advance Income Tax</p> <p>All payments (gross) as payable to the consultants, sub-consultants will be subject to withholding tax/ Advance tax at the prescribed rate at the time of payment. The deduction of withholding income tax from the gross payable bills shall be made in accordance with the prevalent income tax laws of the Govt. of Pakistan. These deductions shall be deposited in the Govt. treasury by the client to the account of the consultant within prescribed period.</p> <p>Provincial Sales Tax Withholding</p> <p>Subject to the relevant provisions of the provincial sales tax act on the services, all payments (gross) as payable to the consultants/sub-consultants in relation to works/services will be subject to withholding sales tax at the prevalent rates, at the time of payments.</p> |
| 45.1 | The only currency of payment shall be the PKR. |
| 46.1(a) | <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 05% of value of the sum of remunerations and reimbursable expenses shall be made within 42 days after the Effective Date. The advance payment will be set off by the Procuring Agency in equal installments against the statements for the first 06 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> |
| 46.1(e) | The accounts are: for local currency: <i>[insert account]</i> . |
| 47.1 | The interest rate is: 2% |
| 49. | <i>[The Procuring Agency will give the dispute resolution mechanism. Following is the guidance]</i> |

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| | <p>Dispute Resolution</p> <p>i. If any dispute of any kind whatsoever shall arise between the Authority and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</p> <p>ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</p> <p>iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.</p> <p>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer’s fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</p> <p>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.</p> <p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider.</p> <p>Arbitrator’s fee: The fee shall be specified in Pak Rupees, as determined by the Managing Director, PPRA, which shall be shared equally by both parties.</p> <p>Appointing Authority for Arbitrator:</p> |
|--|--|

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| | <p>By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.</p> <p>Rules of procedure for arbitration proceedings: Any dispute between the Authority and a Service Provider who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.</p> <p>Place of Arbitration and Award: The arbitration shall be conducted in English language and place of arbitration shall be at Lahore. The award of the arbitrator shall be final and shall be binding on the parties.</p> |
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Appendices

Appendix A – Terms of Reference

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

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

Appendix B - Key Experts

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

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

Appendix C – Remuneration Cost Estimates

1. Monthly rates for the Experts:

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

2. *“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the*

RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Procuring Agency prior to the Contract’s negotiations.

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

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in [insert name of currency])*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

Appendix D – Reimbursable Expenses Cost Estimates

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

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

Appendix E - Form of Advance Payments Guarantee

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

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

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

Date: _____ *[insert date]*_____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*_____

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

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

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

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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

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

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

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

[signature(s)]

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

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

Appendix F – Integrity Pact

The Consultants hereby declare that they have not obtained or included the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing, the Consultants represent and warrant that they have 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 including 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.

The, Consultants certify that they have 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 have not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The Consultants accept 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. They agree that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP.

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

Name of Client:

Name of Consultants:.....

Signature:

Signature:

[Seal]

[Seal]

Appendix G – Form of Performance Security (Bank Guarantee)

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring agency]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Consultants) with address: _____

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Request for Proposal documents (hereinafter called the RFP Documents) for procurement of _____ and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Procuring agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted his Proposal in response to RFP Documents for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Consultants) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said RFP Documents during the original terms of the said RFP Documents and any extensions thereof that may be granted by the Procuring agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications thereto that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all obligations under Clause 14 of Conditions of Contract are fulfilled by Consultants.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring agency without delay upon the Procuring agency's first written demand

without cavil or arguments and without requiring the Procuring agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring agency shall be the sole and final judge for deciding whether the Principal (Consultants) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Signature _____

Corporate Secretary (Seal)

Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)