# PREQUEST FOR PROPOSAL

**Procurement of Consultancy Services for Preparation of Environmental & Social Impact Assessment (ESIA) and Resettlement Plan (RP) for;**

**(i) 500 kV D/C T/line on Quad-Bundle Drake conductor from Faisalabad West to Ludewala (Approx. 95.44 km)**

**(ii) 500 kV D/C T/line from C-5 NPP to Ludewala (117.64km)**




**November, 2026**

## SUMMARY DESCRIPTION

# STANDARD REQUEST FOR PROPOSALS

## PART I – SELECTION PROCEDURES AND REQUIREMENTS

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

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

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

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

### Section 3: Technical Proposal – Standard Forms

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

### Section 4: Financial Proposal – Standard Forms

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

### Section 5: Eligible Countries

This Section contains information regarding eligible countries.

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

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

## PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

## Section 7: Standard Forms of Contract

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

# SELECTION OF CONSULTANTS

# REQUEST FOR PROPOSALS

**Selection of Consulting Services for Preparation of Environmental & Social Impact Assessment (ESIA) and Resettlement Plan (RP)**

**for**

**(i) 500 kV D/C T/line on Quad-Bundle Drake conductor from Faisalabad West to Ludewala (Approx. 95.44 km)**
**(ii) 500 kV D/C T/line from C-5 NPP to Ludewala (117.64km)**

**Procuring Agency: NationalGrid-Pakistan (NationalGrid) represented by Director General Procurement (Supply Chain) NationalGrid**

**Issued on: November, 2026**

## Table of Contents

PART I.....7
Section I. Letter of Invitation.....7
Section II. Instructions to Consultants.....8
A. General Provisions.....8
B. Preparation of Proposals.....11
C. Submission, Opening and Evaluation.....15
D. Negotiations and Award.....18
Section III. Proposal Data Sheet.....23
A. General.....23
B. Preparation of Proposals.....23
C. Submission, Opening and Evaluation.....24
D. Negotiations and Award.....27
Section III. Technical Proposal – Standard Forms.....30
Form TECH-1.....31
Technical Proposal Submission Form.....31
Form TECH-2.....33
CONSULTANT'S ORGANIZATION AND EXPERIENCE.....33
Section IV. Financial Proposal - Standard Forms.....41
Section 4. Financial Proposal - Standard Forms.....42
FORM FIN-1.....43
Financial Proposal Submission Form.....43
Section V. Eligible Countries.....53
Section VI. Terms of Reference.....54
1. NationalGrid Project Implementation Arrangements.....54
2. Scope of the Project.....54
2.2 Potential Environmental and Social Impacts.....54
2.3 Project Environmental Category.....55
3. Detailed Scope of Work.....55
3.2 The Structure of ESIA.....55
3.3 Resettlement Plan (RP).....66
4. Documents and Services to be provided/handled by the Client.....70
5. Deliverables, Time Schedule and Payment Terms.....70
5.2 ESIA.....70
5.3 RP.....70
6. The Consultants' Team Composition.....71
PART II.....75
Section VII. Conditions of Contract and Contract Forms.....75
Section VIII.....76
STANDARD FORM OF CONTRACT.....76

Contract for Consultant's Services..... 77
1. Form of Contract.....79
A. General Provisions..... 81
B. Commencement, Completion, Modification and Termination of Contract..... 84
C. Obligations of the Consultant..... 89
D. Consultant's Experts and Sub-Consultants..... 92
E. Obligations of the Procuring Agency..... 94
F. Payments to the Consultant..... 96
G. Fairness and Good Faith..... 97
H. Settlement of Disputes..... 98
Special Conditions of Contract..... 99
I. Appendices.....105
Appendix A – Terms of Reference..... 105
Appendix B – Key and Non-Key Experts.....105
Appendix C: Breakdown of Contract Price and Payment Terms..... 105

# NATIONALGRID-PAKISTAN

Tel: (0092) 42-3357402401
Fax: (0092) 42-99202173
E-mail: dg.procurement@ngc.gov.pk

Office of the
Director General Procurement (Supply Chain)
8th Floor, Shaheen Complex, Egerton Road
Lahore, Pakistan (Postal Code: 54000)

No. NGP/DG Proc./_____ Dated: 11/2026

## PART I

## Section I. Letter of Invitation

**Subject: Selection of Consulting Services for Preparation of Environmental & Social Impact Assessment (ESIA) and Resettlement Plan (RP) for**

1. NationalGrid-Pakistan, invites sealed proposals for **Consulting Services for Preparation of Environmental & Social Impact Assessment (ESIA) and Resettlement Plan (RP) for; (i) 500 kV D/C T/line on Quad-Bundle Drake Conductor from Faisalabad West to Ludewala (Approx. 95.44 km) (ii) 500 kV D/C T/line from C-5 NPP to Ludewala (117.64km)**. on the basis of **National Competitive Bidding (NCB**) through Single Stage Two Envelope **(SS2E)** Procedure and firm will be Quality and Cost Based Selection **(QCBS)** and procedures described in this RFP.

2. The proposals must be received by the Employer through e-PADS only before the proposal submission deadline.

3. RFP documents containing detailed terms and conditions, etc. are available at NGC website i.e. **www.ntdc.com.pk** and on EPADS.

4. The proposals, prepared in accordance with the instructions in the RFP document, must be submitted through E-PADs only on or before **01.12.2026 2026 at 11:00 AM PST**. Technical Proposals will be opened the same day at **11:30 AM PST**. This advertisement is also available on PPRA and NationalGrid websites (www.ppra.org.pk & www.ntdc.gov.pk).

5. NationalGrid reserves all its rights regarding rejection of proposals as defined in Rule 45(1) of Public Procurement Rules-2026

**Director General, (Procurement), NationalGrid**
**8th Floor, Shaheen Complex, Egerton Road**
**Lahore**

# Section II. Instructions to Consultants

## A. General Provisions

| | |
|---|---|
| **1. Definitions** | 1.1 Definition<br>a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.<br>b) "Applicable Law" means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.<br>c) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.<br>d) "Contract" means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).<br>e) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.<br>f) "Day" means a calendar day.<br>g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).<br>h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.<br>i) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.<br>j) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.<br>k) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.<br>l) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.<br>m) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. |

| | |
|---|---|
| | n) "RFP" means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.<br>o) "Services" means the work to be performed by the Consultant pursuant to the Contract.<br>p) "SRFP" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.<br>q) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.<br>*r)* "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment. |
| **2. Introduction** | 2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.<br>2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.<br>2.3 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet. |
| **3. Conflict of Interest** | 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.<br><br>3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority. |

| | |
|---|---|
| | 3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below: |
| **a. Conflicting activities** | (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. |
| **b. Conflicting assignments** | (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency. |
| **c. Conflicting relationships** | (iii) Relationship with the Procuring Agency's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority throughout the selection process and the execution of the Contract. |
| **4. Unfair Competitive Advantage** | 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. |
| **5. Corrupt and Fraudulent Practices** | 5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.<br>5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), |

| | |
|---|---|
| | sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency. |
| **6.** | 6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project.<br>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 6.1 and 6.2 above: |
| **a. Sanctions** | 6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**. |
| **b. Prohibitions** | 6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries). |
| **c. Restrictions for public employees** | 6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they<br>(i) are on leave of absence without pay, or have resigned or retired;<br>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring<br>(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and<br>(iii) their hiring would not create a conflict of interest. |
| **B. Preparation of Proposals** | |

| | |
|---|---|
| **7. General Considerations** | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| **8. Cost of Preparation of Proposal** | 8.1The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| **9. Language** | 9.1The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet. |
| **10. Documents Comprising the Proposal** | 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.<br><br>If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices. |
| **11. Only One Proposal** | 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any. |
| **12. Proposal Validity** | 12.1Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period.<br><br>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.<br><br>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for |

| | |
|---|---|
| | further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC. |
| **a. Extension of Validity Period** | 12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.<br><br>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.<br><br>12.6The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. |
| **b. Substitution of Key Experts at Validity Extension** | 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.<br><br>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected. |
| **c. Sub-Contracting** | 12.9 The Consultant shall not subcontract the whole of the Services. |
| | 12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework. |
| | 12.11Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive. |
| | 12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal. |

| | |
|---|---|
| | 12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security. |
| | 12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration:<br>(a) if the Consultant withdraws its Proposal, except as provided in **ITC 12.6** or<br>(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:<br>(i) sign the contract, or<br>(ii) furnish the required performance security |
| **13. Clarification and Amendment of RFP** | 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all eligible Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:<br>i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.<br>ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.<br>13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline. |

| | |
|---|---|
| **14. Preparation of Proposals – Specific Considerations** | 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:<br>i. The Procuring Agency may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.<br>ii. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.<br>iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. |
| **15. Technical Proposal Format and Content** | material financial information shall be declared non-responsive.<br>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP. |
| **16. Financial Proposal** | 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**. |
| **a. Taxes** | 16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet. |
| **b. Currency of Proposal** | 16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. |
| **c. Currency of Payment** | 16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal. |
| **C. Submission, Opening and Evaluation** | |

| | |
|---|---|
| **17. Submission, Sealing, and Marking of Proposals** | 17.1 The Consultant shall submit their proposals through E-Pads only.<br><br>17.2 The consultant shall submit through E-Pads:<br><br>(a) The Technical Proposal should be submitted as a single PDF file named "[RFP Number] - TECHNICAL PROPOSAL - [Name of Proposing Firm]". (b) The Financial Proposal should be submitted as a single PDF file named "Tender [RFP Number] - FINANCIAL PROPOSAL - [Name of Proposing Firm]".<br><br>17.3 Firms are required to submit their proposals through e-PADS only on or before proposal submission deadline. Deadline for Submission of proposals: **Date: 01.12.2026; Time: 11:00 HRS.**<br><br>17.4 The Procuring Agency shall not consider for evaluation any proposals that arrive after the deadline for submission of proposals including but not limited to following situations;<br><br>i) Against which proposals are not received through e-PADs within proposal submission deadline.<br><br>ii) Against which the proposal/pdf file received through e-PADs is found corrupt, unreadable or contains a virus. |
| **18. Confidentiality** | 18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.<br><br>18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.<br><br>18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing. |
| **19. Opening of Proposal** | 19.1 The Procuring Agency will open all Proposal, in public, in the presence of Consultant' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the **BDS**. The Consultant' representatives present shall sign a register as |

| | |
|---|---|
| | proof of their attendance.<br><br>19.2 The Procuring Agency's bid opening committee shall conduct the opening of the Technical Proposals at DG (Procurement) NationalGrid 8th Floor Shaheen Complex Lahore on **01.12.2026** 11:30 A.M. in the presence of the Proposer Consultants' authorized representatives who choose to attend. Further the attendance will also be marked through e-PADS.<br><br>19.3 At the opening of Technical Proposals, the following shall be read out: (i) the name of the bidder (ii) any other information deemed appropriate. |
| **20. Proposals Evaluation** | 20.1 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 Proposals. |
| **21. Evaluation of Technical Proposals** | 21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**. |
| **22. Financial Proposals for QBS** | Not Applicable |
| **23. Public Opening of Financial Proposals (for QCBS)** | 23.1 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals. |
| **24. Correction of Errors** | 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. |
| **a. Time-Based Contracts** | 24.1.1 If a Time-Based contract form is included in the RFP, the Procuring Agency's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or |

| | |
|---|---|
| | (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. |
| **25. Taxes** | 25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the in accordance with the instructions in the **Data Sheet**. |
| **26. Conversion to Single Currency** | 26.1 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. |
| **D. Negotiations and Award** | |
| **28. Negotiations** | 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.<br><br>28.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative. |
| **a. Availability of Key Experts** | 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.<br><br>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, |

| | | |
|---|---|---|
| | | who shall have equivalent or better qualifications and experience than the original candidate. |
| **b. Technical negotiations** | 28.5 | The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected. |
| **c. Financial Negotiations** | 28.6 | There shall be no financial negotiations, however, it may include only the clarification of the Consultant's tax liability and how it should be reflected in the Contract. |
| **29. Conclusion of Negotiations** | 29.1 | The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative. |
| | 29.2 | If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations. |
| **30. Award of Contract** | 30. | Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be:<br>a) eligible in accordance with the provisions of ITC 6;<br>b) is determined to be qualified to perform the Contract satisfactorily; and<br>c) Successful negotiations have been concluded, if any. |
| **31. Grievance Redressal Mechanism** | 31.1 | Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of 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. |
| | 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 thesame shall be addressed by the GRC well before the bid submission deadline.<br><br>31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.<br><br>31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.<br><br>31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:<br><br>Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage two envelop bidding procedure is adopted.<br><br>31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.<br><br>31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in "Redressal of Grievance Regulations, 2021".<br><br>31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.<br><br>31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.<br><br>31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.<br><br>31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final. |
| **32. Mechanism of Blacklisting** | 32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:<br>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules; |

| | |
|---|---|
| | ii. Fails to perform his contractual obligations; and<br>iii. Fails to abide by the id securing declaration;<br>32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.<br>32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice<br>32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.<br>32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.<br>32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.<br>32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.<br>32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority. |

| | |
|---|---|
| | 32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.<br>32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.<br>32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.<br>32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final. |

# Section III. Proposal Data Sheet

| A. General | |
|---|---|
| **ITC Clause Reference** | |
| **2.1** | **Name of the Procuring Agency: NationalGrid-Pakistan** through Director General (Procurement), Supply Chain, NationalGrid.<br><br>**Method of Selection**: Quality & Cost Based Selection and procedures described in the RFP. |
| **2.2** | **Both the Proposals i.e. Technical and Financial are to be submitted through e-PADS as per single stage two envelope 1S2E**<br>**The name of the assignment is**: Preparation of Environmental & Social Impact Assessment (ESIA) and Resettlement Plan (RP) for; (i) 500 kV D/C T/line on Quad-Bundle Drake conductor from Faisalabad West to Ludewala (Approx. 95.44 km) (ii) 500 kV D/C T/line from C-5 NPP to Ludewala Section-I (117.64km). |
| **2.3** | **A pre-proposal conference/meeting will be held**: No |
| **2.4** | **The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: N/A |
| **6.3.1** | **A list of debarred firms and individuals is available at the PPRA website***:* https://ppra.org.pk/ |
| **B. Preparation of Proposals** | |
| **9.1** | The **language of the Bid** and all correspondence shall be English. |
| **10.1** | **The Proposal shall comprise the following**:<br><br>**<u>For FULL TECHNICAL PROPOSAL (FTP):</u>**<br>(1) Power of Attorney to sign the Proposal<br>(2) TECH-1<br>(3) TECH-2<br>(4) TECH-3<br>(5) TECH-4<br>(6) TECH-5<br>(7) TECH-6<br>**Financial Proposal:** |

| | |
|---|---|
| | (1) FIN-1<br>(2) FIN-2<br>(3) FIN-3<br>(4) FIN-4 |
| **10.2** | **Statement of Undertaking is required:** No _____ |
| **11.1** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible:** No |
| **12.1** | **Proposals shall be valid until 120 days after its submission date.** |
| **13.1** | **Clarifications may be requested no later than 03 days prior to the submission deadline.**<br>The contact information for requesting clarifications is:<br>**Director General (Procurement), NationalGrid**<br>8th Floor, Shaheen Complex, Egerton Road<br>Lahore, Pakistan Tel: (0092) 42-3357402401<br>Fax: (0092) 42-99202173 E-mail: dg.procurement@ngc.gov.pk |
| **14.1 (i)** (do not use for Fixed Budget method) | Estimated input of Key Experts' time-input is 14.5 person-months and non-Key Experts' time-input is 12 person-months. Total is 26.5 person-months. |
| **14.1(ii)** for time-based contracts only | Not applicable |
| **15.2** | The format of the Technical Proposal to be submitted is: FTP<br><br>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **16.1** | A price adjustment provision applies to remuneration rates: No |
| **16.2** | Information on the Consultant's tax obligations can be found from the websites of Federal Board of Revenue and Provincial Revenue authorities. |
| **16.3** | The Financial Proposal shall be stated in the following currencies: PKR |
| **C. Submission, Opening and Evaluation** | |

| | |
|---|---|
| **17.1** | The Consultants have to submit their Proposals through E-Pads only. |
| **17.4** | **The consultant must submit:**<br>**01 Technical proposal and financial proposal as per single stage two envelope 1S2E** |
| **17.7 and 17.9** | **The Proposals must be submitted through e-PADS only no later than:**<br>**Date:** 01.12.2026 |
| **19.1 to 19.5** | An online option of the opening of the Proposals is offered: Yes<br>The opening shall take place at: Same as the RFP issuance address.<br>**Date**: same as the submission deadline indicated in 17.7.<br>**Time:** 11:30am |
| **19.6** | **N/A** |
| **21.1**<br>(for FTP) | **Sample Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals (if not already prequalified):**<br>For purpose of this clause, the consultant will be considered eligible for detailed marking of its proposal when it satisfies the following eligibility requirements.<br>i) The firm (sole or as JV member) shall have at least 05 years' consulting services experience of conduction ESIA and RP studies of IFI funded projects and at least two projects of 220kV or higher Transmission Lines (TLs) in last 10 years.<br><br>Points<br>(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** *[20]*<br><br>The firm shall have specific experience of conducting ESIA and RP studies of at least two projects of 220 kV TLs or above in last 10 years.<br>(ii) **Adequacy and quality of the proposed methodology, work plan, management approach etc. in responding to the Terms of Reference (TORs):** *[10]*<br>*{Notes to Consultant: the Procuring Agency will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}*<br><br>(iii) **Key Experts' qualifications and competence for the Assignment:**<br>*{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}* |

| | |
|---|---|
| | *a) Position K-1: [Team Leader] / Environmental Expert [15]*<br>*b) Position K-2: Social / Resettlement Expert [15]*<br>*c) Position K-3:[ Ecologist] [10]*<br>*d) Position K-4:[Avifauna Expert] [10]*<br>*e) Position K-5:[Gender Specialist] [10]*<br>*f) Position K-6: [GIS Expert] [10]*<br><br>**Total points for criterion (iii):** *[70]*<br><br>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:<br><br>1) General qualifications (general education, training, and experience): 20%.<br><br>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 80%.<br><br>Total weight: 100%<br>*[The experts securing less than 70% marks shall be liable for replacement, however, the ranking of the firm shall be based on the score obtained by the key experts nominated in their proposal. During evaluation, an undertaking / conformation will be sought from the Applicant that in case of award of contract, they shall replace the expert with the acceptable one to the Employer as per Criteria specified in the RFP. The proposal shall be rejected in case of 03 No. Key experts do not meet the minimum threshold of 70%.]*<br><br>**Total points for the five criteria*:*** **100**<br><br>**The minimum technical score (St) required to pass is***: [70%]* |
| **23.1** | **An online option of the opening of the Proposals is offered:** Yes. |
| **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** | **The single currency for the conversion of all prices expressed in various currencies into a single one is**: PKR |
| **27.1 (QCBS only)** | **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**<br><br>**The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**<br><br>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.<br><br>**The weights given to the Technical (T) and Financial (P) Proposals are**:<br>**T** = [*80%*], and<br>**P** = [*20%*]<br><br>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. |
| **D. Negotiations and Award** | |
| **28.1** | **Expected date and address for contract negotiations:**<br>**Date**: _____ day/month/year<br>**Address:** Director General (Procurement), Supply Chain, NationalGrid<br>8th Floor, Shaheen Complex, Egerton Road<br>Lahore, Pakistan (Postal Code: 54000)<br>Tel: (0092) 42-3357402401<br>Fax: (0092) 42-99202173<br>E-mail: dg.procurement@ngc.gov.pk |
| **30.1** | **The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: _____**<br>***www.ntdc.gov.pk***<br>***www.ppra.org*** |
| **30.2** | **Expected date for the commencement of the Services:**<br>**Date**:**15.12.2026** |

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

# Section III. Technical Proposal – Standard Forms

{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. | 3 |
| "√ " 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. | 5 |
| "√" 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 | 5 |
| √ | | TECH-2 | Consultant's Organization and Experience. | 20 |
| √ | | 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. | 4 |
| √ | | 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 | 20 |
| √ | √ | TECH-5 | Work Schedule and Planning for Deliverables | 3 |
| √ | √ | 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: *[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 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.

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

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

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

We remain,

Yours sincerely,

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

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

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

# Form TECH-2

## CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

## A - Consultant's Organization

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

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

## B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 07 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 PKR equivalent)/ Amount paid to your firm** | **Role on the Assignment** |
|---|---|---|---|---|
| | | | | |
| {e.g., Jan.2009–Apr.2010} | {e.g., "Improvement quality of.....": designed master plan for rationalization of .....; } | {e.g., Ministry of ....., country} | {e.g., PKR 1 mill/PKR 0.5 mill} | {e.g., Lead partner in a JV A&B&C} |
| | | | | |
| {e.g., Jan-May 2008} | {e.g., "Support to sub-national government....." : drafted secondary level regulations on.....} | {e.g., municipality of....., country} | {e.g., PKR0.2 mil/PKR 0.2 mil} | {e.g., sole Consultant} |
| | | | | |

# Form TECH-3

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

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

## A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

## B - On Counterpart Staff and Facilities

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

# Form TECH-4

## 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 ***Note to Procuring Agency: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]:*** "*(*including on the [environmental and] social aspects)" to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

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

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

# Form TECH-5

## WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| N° | Deliverables [1] (D-..) | Months | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | | | | | | | | 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) | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Position** | | **D-1** | | **D-2** | | **D-3** | **.....** | | **D-...** | | | **Total** |
| **KEY EXPERTS** | | | | | | | | | | | | | | |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | | | | | | | | | | | | |
| K-2 | | | | | | | | | | | | | | |
| K-3 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| N | | | | | | | | | | | | | | |
| | | | | | | | | | | | **Subtotal** | | | |
| **NON-KEY EXPERTS** | | | | | | | | | | | | | | |
| N-1 | | | | | | | | | | | | | | |
| 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.

# FORM TECH-6
# (CONTINUED)

# CURRICULUM VITAE (CV)
# (REQUIRED FOR KEY EXPERTS ONLY)

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

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

_____

_____

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

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

**Membership in Professional Associations and Publications:**

_____

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

_____

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{day/month/year}

Name of Expert | Signature | Date

{day/month/year}

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

# Section IV. Financial Proposal - Standard Forms

# Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations.

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}, *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: _____

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

# FORM FIN-2 SUMMARY OF COSTS

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

**Footnote:**

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

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

# FORM FIN-3 BREAKDOWN of Remuneration

**A. Remuneration** _____

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

# Notes for Breakdown of Remuneration Rates

1. **Review of Remuneration Rates**

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

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

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

1.4. Rate details are discussed below:

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

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

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

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

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

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

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

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

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

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

# Sample Form

Consultant: Country:
Assignment: Date:

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

We hereby confirm that:

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

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

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

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

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

_____
[Name of Consultant]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

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

(Expressed in {PKR*})

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

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

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

# FORM FIN-4 BREAKDOWN of Reimbursable Expenses

**B. Reimbursable Expenses**_____

| N° | Type of Reimbursable Expenses | Unit | Unit Cost | Quantity | ~~{Currency # 1 - as in FIN-2}~~ | ~~{Currency # 2 - as in FIN-2}~~ | ~~{Currency# 3- as in FIN-2}~~ | {Local Currency- as in FIN-2} |
|---|---|---|---|---|---|---|---|---|
| __ | {e.g., Per diem allowances**} | {Day} | | _____ | | | | |
| | {e.g., Communication costs between Insert place and Insert place} | | | | _____ | | | |
| | { e.g., reproduction of reports} | | | | _____ | | | |
| | {e.g., Office rent} | | | | _____ | | | |
| | ..... | | | | _____ | | | |
| | | | | 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.

# Section V. Eligible Countries

Since, this is a national competitive bidding process, hence, only firms / companies registered in Pakistan are eligible for participation.

# Section VI. Terms of Reference

**Environmental & Social Impact Assessment (ESIA) and Resettlement Plan (RP) for; (i) 500 kV D/C T/line on Quad-Bundle Drake conductor from Faisalabad West to Ludewala (Approx. 95.44 km) (ii) 500 kV D/C T/line from C-5 NPP to Ludewala (117.64km).**

## 1. NationalGrid Project Implementation Arrangements

ESG directorate, office of Chief HSE NationalGrid is the executing body for Environmental & Social Impact Assessment (ESIA) and Resettlement Plan (RP) for ;(i) 500 kV D/C T/line on Quad-Bundle Drake conductor from Faisalabad West to Ludewala (Approx. 95.44 km) (ii) 500 kV D/C T/line from C-5 NPP to Ludewala (117.64km).

The consultant shall report to Director (ESG) stationed at Lahore. Room, 619-WAPDA House, Lahore. Email: esic@ngc.gov.pk.

## 2. Scope of the Project

The proposed project is likely to be financed by a commercial bank following IFC Standards. The objective of this new Project is to continue to support the improvement of the national transmission network, by increasing its capacity and reducing technical losses.

The overall scope of the project/facilities is as follows:

### 2.1 Project Description

Following project will be financed; "(i) 500 kV D/C T/line on Quad-Bundle Drake conductor from Faisalabad West to Ludewala (Approx. 95.44 km) (ii) 500 kV D/C T/line from C-5 NPP to Ludewala (117.64km)"

Typically, NationalGrid installs 03 towers in one kilometer, hence, estimated number of towers will be 286 for section (i) and 353 for section (ii), including both angle markers and suspension towers. The Transmission Line (T/L) route will transverse from Punjab Province only.

### 2.2 Potential Environmental and Social Impacts

Construction related impacts are likely to be short term and site Construction-related mitigated by applying internationally recognized best construction practices. Typically, such impacts are related to aspects such as: (a) location, establishment and operation of the construction camps; (b) construction of towers required to support the overhead transmission line; (c) routing and construction of the many access roads/tracks required throughout the length of the project; (d) soil resource management and the need for erosion control; (e) presence of physical cultural resources in the project area of influence; (f) reduction in the value of land due to installation of towers

Also, the project is not expected to cause significant impact to critical and natural forests as it will not include any plantation activity, commercial harvesting or harvesting conducted by small-scale landholders or local communities. Furthermore, during the construction phase (and potentially during the operations stage), there will be some removal of vegetation and trees for

right-of-way clearance/maintenance and for access roads and other associated facilities, the impacts of which will be studied in the ESIA and RP.

### 2.3 Project Environmental and Social Risk Classification

Based on projects of similar nature, it is likely to be rated as Substantial risk and will need a complete Environmental and Social Impact Assessment (ESIA), together with an Environmental and Social Management Plan and an RP. However, the consultant will determine the appropriate classification of the project based on initial scoping done by themselves and consultation with ESIC. Moreover, as per EPA Punjab requirements, this project will be requiring EIA reports.

## 3. Detailed Scope of Work

The Consultants will prepare the ESIA and RP for this project mentioned earlier in the document on IFC standards, 2012. Thus, the main objective of the assignment is to conduct an ESIA (hereafter referred as the ESIA), prepare an ESMP and a RP for the proposed project (the detail of which are given below), and getting environmental approval / NOC from the respective Environmental Protection Agency (EPA).

The Consultants will have to conduct Environmental monitoring of the e parameters (Ambient Air, Water and Noise etc.) under the ESIA from EPA-approved laboratories having good reputations along with consultation with the Director ESG, NationalGrid.

The Consultants will prepare and submit EIA to respective EPAs (EPA Punjab) for acquiring Environmental Approval by addressing comments of the EPAs, conducting public hearings, and follow-ups with EPA till the issuance of the Environmental Approvals.

### 3.1 Guidance for ESIA and RP

It is essential that the ESIA and RP are in full compliance with national policies and legislation and the IFC Standards, 2012.

In accordance with IFC practices, it is customary for the Client to be responsible for conducting the ESIA and RP for projects that are being financed. It is therefore likely Consulting firm should be engaged to undertake these studies. This section of the TORs provides guidance to those Consultants, so that the work will be carried out in compliance to the required standards, as mentioned above, and also that the scope of work considers the amount and extent of E&S investigations that have preceded it. Firm will work in coordination with the technical teams in charge of designing and implementing the project.

### 3.2 The Structure of ESIA

#### a) Acronyms and Abbreviations

All acronyms and abbreviations used in the ESIA shall be clearly defined and consistently applied throughout the document.

### b) Executive Summary

A concise, non-technical summary shall be prepared in a language understandable to the public, covering:

- Project description
- Key environmental and social impacts
- Major mitigation measures
- Stakeholder engagement process
- Key conclusions and recommendations

### c) ESIA Methodology

The Consultant shall clearly describe the methodology adopted for the ESIA, including:

- Screening and scoping approach;
- Spatial and temporal boundaries of the study;
- Area of Influence (AoI);
- Impact significance criteria and ranking methodology;
- Baseline survey methodologies;
- Sampling techniques and monitoring protocols;
- GIS and remote sensing methods;
- Seasonal limitations, assumptions, uncertainties, and data gaps;
- Methodology for cumulative impact assessment;
- Climate risk and vulnerability assessment methodology;
- Stakeholder engagement and consultation methodology.

### d) Project Description and Context

The Consultant shall provide a comprehensive description of the Project including all components and associated facilities.

This shall include:

- Project objectives and justification
- Detailed description of transmission lines, grid stations/substations, towers, and ancillary infrastructure
- Associated facilities including access roads, borrow areas, disposal sites, camps, and storage areas
- Construction, operation, maintenance, and decommissioning activities
- Project schedule and phasing
- Resource requirements (land, water, materials, labor, equipment)
- Maps, GIS layouts, diagrams, and photographs

### e) Legal and Regulatory Framework

This section shall identify and analyze:

- Applicable national environmental laws and regulations
- Sectoral guidelines and permitting requirements
- IFC E&S Standards
- World Bank Group Environmental, Health and Safety (EHS) Guidelines
- International conventions and treaties applicable to the project

### f) Project and Alternatives Description

The ESIA shall include analysis of feasible alternatives including:

- No-project alternative;
- Route alternatives;
- Technology alternatives;
- Construction methodology alternatives;
- Alternatives minimizing biodiversity impacts;
- Alternatives minimizing resettlement and land acquisition;
- Design alternatives to reduce environmental and social impacts.

Alternatives shall be evaluated based on:

- Environmental considerations;
- Social considerations;
- Technical feasibility;
- Economic feasibility;
- Climate resilience;
- Biodiversity sensitivity.

### g) Environmental Baseline

The Consultant shall define the Area of Influence (AoI) and establish baseline conditions using field surveys, literature review, government data, and GIS analysis.

**Physical Environment**

- Geology, soils, erosion risk, and land stability
- Surface and groundwater resources (quality and quantity)
- Climate data (rainfall, temperature, wind patterns)
- Ambient air quality
- Noise and vibration baseline
- Landscape and visual environment

**Biological Environment**

- Terrestrial and aquatic ecosystems

- Vegetation types and habitat mapping
- Wildlife, fauna, and migratory species
- Protected areas, Ramsar sites, IBAs, and critical habitats
- Ecosystem services assessment
- Detailed avifauna baseline (including Tawny Eagle and Steppe Eagle migration routes, nesting, breeding, and flight corridors)
- Identification of sensitive ecological receptors

**Socio-Economic and Cultural Environment**

- Population demographics and settlement mapping
- Livelihoods, employment, and income sources
- Land use, tenure, and ownership systems
- Public health and safety conditions
- Education, infrastructure, and service availability
- Cultural heritage, archaeological and historical sites (ESS8)
- Gender and vulnerable group profiling
- Existing electromagnetic field exposure (where relevant)

All baseline data shall be supported with GIS maps, satellite imagery, and photographic evidence.

**h) Assessment of Impacts (Including Occupational Health and Safety – OHS)**

The Consultant shall assess direct, indirect, and cumulative impacts for all phases of the project.

**Physical Impacts**

- Air emissions, dust, and climate effects
- Noise and vibration impacts
- Soil erosion, contamination, and land degradation
- Hydrological and water quality impacts
- Visual and landscape impacts

**Biological Impacts**

- Habitat loss, fragmentation, and degradation
- Impacts on protected areas and critical habitats
- Impacts on migratory birds and avifauna (collision, electrocution risks)
- Impacts on endangered and sensitive species
- Ecosystem services disruption

**Socio-Economic Impacts**

- Land acquisition and resettlement impacts (ESS5)

- Livelihood impacts and economic displacement
- Impacts on community infrastructure and services
- Traffic and access disruption
- Public health impacts
- EMF exposure impacts
- Cultural heritage impacts (ESS8)

**Occupational Health and Safety (OHS) Impacts (ESS2 / ESS4)**

The ESIA shall include a comprehensive Occupational Health and Safety (OHS) risk assessment covering all project phases.

Key occupational risks include:

- Working at heights (tower erection, stringing, maintenance)
- Electrical hazards and electrocution risks
- Exposure to electromagnetic fields (EMF)
- Crane and heavy lifting operations
- Excavation and trenching hazards
- Traffic and vehicle movement risks
- Dust, noise, vibration exposure
- Hot works (welding, cutting, grinding)
- Fire and explosion risks
- Confined space entry (where applicable)
- Hazardous substances (fuel, oils, chemicals)
- Fatigue, heat stress, and extreme weather exposure
- Ergonomic and manual handling risks
- Contractor/subcontractor safety risks
- Emergency response preparedness gaps

The Consultant shall assess adequacy of existing safety systems and propose improvements aligned with WB EHS Guidelines.

**i) Mitigation and Monitoring Measures**

The ESIA shall define mitigation measures following the hierarchy: avoid, minimize, restore, and offset.

Measures shall cover:

- Engineering and design controls
- Environmental protection measures
- Social mitigation measures
- Biodiversity conservation measures
- Occupational health and safety controls
- Community health and safety measures

Monitoring shall include:

- Indicators and thresholds
- Monitoring locations
- Frequency and methodology
- Institutional responsibilities
- Corrective actions
- Reporting mechanisms
- Cost estimates

**j) Environmental and Social Management Plan (ESMP)**

The ESMP shall include:

- Institutional arrangements and responsibilities
- Implementation framework
- Contractor ESMP (CESMP) requirements
- Occupational Health and Safety Management Plan (OHSMP)
- Emergency preparedness and response plan
- Waste management plan
- Traffic management plan
- Chance find procedures (ESS8)
- Training and capacity building plan
- Monitoring and audit framework
- Compliance and enforcement mechanisms

The ESMP shall be costed, time-bound, and fully auditable.

**k) Stakeholder Engagement and Information Disclosure (ESS10)**

The Consultant shall prepare a Stakeholder Engagement Plan (SEP) in accordance with ESS10. The SEP shall include:

- Stakeholder identification and mapping;
- Identification of disadvantaged and vulnerable groups;
- Consultation and disclosure strategy;
- Gender-inclusive consultation mechanisms;
- Methods for meaningful consultations;
- Ongoing stakeholder engagement arrangements during construction and operation;
- Documentation of stakeholder concerns and incorporation into project design;
- Community grievance redress procedures;
- Disclosure arrangements including local language summaries.

Particular attention shall be paid to:

- women-headed households;

- elderly persons;
- disabled persons;
- poor and landless households;
- nomadic or seasonal users of land/resources;
- minority ethnic or religious groups.

**l) Labor Management Procedures (ESS2)**

The Consultant shall prepare Labor Management Procedures (LMP) in accordance with ESS2, including:

- Categories of project workers;
- Terms and conditions of employment;
- Occupational Health and Safety (OHS) procedures;
- Worker grievance mechanism;
- Code of Conduct for workers;
- Measures to prevent child labor and forced labor;
- Labor influx management measures;
- Worker camp management procedures;
- Emergency preparedness and response procedures;
- Incident reporting and corrective action procedures;
- Contractor management and supervision requirements.

The LMP shall comply with national labor laws, WB ESS2 requirements, WB EHS Guidelines, and IFC/EBRD worker accommodation guidance.

**m) Sexual Exploitation and Abuse / Sexual Harassment (SEA/SH)**

The ESIA shall include assessment of SEA/SH risks associated with project activities, labor influx, and contractor presence.

The Consultant shall prepare:

- SEA/SH Risk Assessment;
- SEA/SH Prevention and Response Action Plan;
- Worker Code of Conduct;
- Confidential grievance procedures for SEA/SH complaints;
- Survivor referral pathways;
- Awareness and training measures for workers and communities;
- Contractor compliance and sanction mechanisms.

**n) Climate Change and Disaster Risk Assessment**

The ESIA shall assess climate-related risks and vulnerabilities relevant to the Project, including:

- Flooding risks;
- Heat stress;
- Extreme weather events;
- Windstorms and storms;
- Drought conditions;
- Climate resilience of project infrastructure;
- Disaster risk reduction measures.

The ESIA shall also include:

- Estimation of greenhouse gas (GHG) emissions, where relevant;
- Resource efficiency measures;
- Climate adaptation and resilience measures.

**o) Resource Efficiency and Pollution Prevention (ESS3)**

The ESIA shall assess:

- Energy use and efficiency;
- Water consumption and conservation;
- Raw material sourcing;
- Air emissions and dust generation;
- Noise and vibration;
- Wastewater generation and management;
- Solid and hazardous waste management;
- Hazardous materials handling and storage;
- Used oil and transformer oil management;
- Spill prevention and response measures;
- Pollution prevention and control measures;
- Greenhouse gas emissions, where relevant.

**p) Biodiversity Assessment and Critical Habitat (ESS6)**

The Consultant shall undertake detailed biodiversity assessment in accordance with ESS6 and GIIP.

The ESIA shall:

- Identify natural habitats, modified habitats, and critical habitats;
- Identify protected areas and sensitive ecosystems;
- Assess ecosystem services;
- Assess habitat fragmentation and ecological connectivity;
- Assess cumulative biodiversity impacts;
- Identify no-go areas and routing constraints;
- Conduct avifauna collision and electrocution risk assessment;
- Assess migratory bird routes and nesting habitats;

- Assess impacts on endangered and threatened species.

The Consultant shall prepare:

- Biodiversity Management Plan (BMP);
- Avifauna Management Plan;
- Habitat Restoration/Revegetation Plan, where required.

Seasonal ecological surveys shall be conducted as appropriate.

**q) Cumulative Impact Assessment (CIA)**

The ESIA shall include a Cumulative Impact Assessment considering:

- Existing and planned infrastructure developments;
- Associated facilities;
- Transmission corridors;
- Regional biodiversity fragmentation;
- Water resource pressures;
- Cumulative social and land use impacts.

The CIA shall identify:

- Valued Environmental and Social Components (VECs);
- Spatial and temporal boundaries;
- Cumulative impact pathways;
- Mitigation and management measures.

**r) Associated Facilities**

The ESIA shall assess all associated facilities as defined under ESS1, including but not limited to:

- Access roads;
- Borrow pits and quarries;
- Worker camps;
- Disposal areas;
- Batching plants;
- Temporary laydown/storage areas;
- Substations and interconnections;
- Utility diversions.

**s) Community Health and Safety (ESS4)**

The ESIA shall assess:

- Traffic and road safety risks;
- Electrocution risks;
- Fire and explosion hazards;
- Exposure to electromagnetic fields (EMF);
- Hazardous materials transportation;
- Public exposure to construction risks;
- Communicable and vector-borne diseases;
- Labor influx impacts;
- Risks to schools and sensitive receptors;
- Emergency preparedness and response capacity.

Where security personnel are involved, the ESIA shall assess:

- Security risks;
- Use of force protocols;
- Human rights considerations;
- Community interaction procedures.

**t) Emergency Preparedness and Response**

The ESMP shall include Emergency Response Procedures addressing:

- Fire incidents;
- Oil and chemical spills;
- Electrocution incidents;
- Natural disasters;
- Medical emergencies;
- Communication and reporting procedures;
- Coordination with local emergency authorities.
-

**u) Contractor Environmental and Social Management**

The ESIA/ESMP shall define:

- Contractor ESMP (CESMP) requirements;
- ESHS specifications for bidding documents;
- Contractor compliance obligations;
- Monitoring and reporting requirements;
- Penalties for non-compliance;
- Supervision and auditing arrangements.

**v) Monitoring Framework**

The monitoring program shall include:

- Monitoring parameters;
- Monitoring locations;
- Frequency and duration;
- Applicable standards and thresholds;
- Monitoring methodologies;
- Institutional responsibilities;
- Corrective actions;
- Reporting procedures;
- Monitoring costs.

**w) Capacity Building and Training**

The ESMP shall include capacity development measures including:

- Environmental and social staffing requirements;
- Training needs assessment;
- Contractor training programs;
- Biodiversity and avifauna awareness;
- Occupational health and safety training;
- SEA/SH awareness training;
- Community awareness programs.

**x) GIS and Spatial Data**

The Consultant shall provide:

- GIS-compatible spatial datasets and shapefiles;
- Georeferenced maps;
- Sensitive receptor maps;
- Habitat and biodiversity maps;
- Settlement and land use maps;
- Bird migration corridor maps;
- ROW maps;
- Land acquisition maps;
- Cumulative impact maps.
-

**y) Implementation Schedule and Cost Estimates**

The ESMP shall include:

- Detailed implementation schedule aligned with project phases
- Capital and operational cost estimates
- Source of funding
- Inclusion in BOQs and bidding documents
-

### z) Institutional Arrangements and Enforcement Mechanisms

This section shall define:

- Institutional roles and responsibilities
- Implementation, supervision, and monitoring structure
- Contractor obligations and reporting lines
- Compliance enforcement mechanisms
- Coordination among implementing agencies
-

### aa) Grievance Redress Mechanism (GRM)

A project-level GRM shall be established to:

- Receive and resolve complaints efficiently
- Ensure transparency and accessibility
- Provide multiple access channels
- Maintain complaint tracking system
- Include specific SEA/SH-sensitive grievance procedures
- Ensure timely resolution and feedback

### bb) Photographs

The ESIA shall include photographic documentation of:

- Baseline environmental and social conditions
- Project corridor and sensitive receptors
- Consultation meetings and stakeholder engagement
- Key project locations and activities

## 3.3 Resettlement Plan (RP)

A Resettlement Plan meeting the guidelines and requirements of IFC will be prepared as a separate document. This RP will include but not be limited to the following information:

- *Description of the project*
- *Potential impacts*
- *Objectives*
- *Socioeconomic Studies including census survey*
- *Legal Framework*
- *Institutional Framework*
- *Eligibility*
- *Valuation of and compensation for losses*
- *Community participation*

- *Meaningful consultation with all stakeholders and a detailed stakeholder's engagement plan*
- *Grievance procedures*
- *Gender Aspects*
- *Implementation Schedules*
- *Costs and Budgets*
- *Monitoring and Evaluation*

The RP consists of the following key tasks, each task including a series of planning activities:

***(1) Collection and review of the available information***

The Firm will collect primary and secondary data available with NationalGrid. This will include but not limited to the TL alignment maps, project design details and other data relevant to the RP preparation.

***(2) Collecting the socioeconomic baseline information***

This task is to collect necessary socioeconomic information to prepare the socioeconomic profile of the population of the project areas and establish a socioeconomic baseline for the project area. These will, cover, but not be limited to, information on household characteristics including production systems, labor, household organization, baseline livelihood information – including income from formal and informal activities, standard of living, and health status, land tenure system in the local areas, land ownership, use and transaction practice as well as the local formal and informal institutions and traditional practices related to land use and land acquisitions, patterns of social interaction, such as social networks and support systems, and potential of how project may impact on these social interactions, public infrastructure and social services etc. Special attention should be paid to gender aspects and assessment of vulnerable groups.

***(3) Review of country legal framework and development of a project entitlement policy***

The Firm will collect and review relevant laws, regulations and policies on land acquisition and resettlement in Pakistan and respective province and develop project entitlement matrix as required under the legal framework and IFC standards against various resettlement impacts under the project. Legal Framework including but not limited to the following:

- Identify if any preliminary legal issues may be encountered;
- Scope of eminent domain; legal, customary, and traditional (tribal) land tenure practices;
- Laws governing valuation of assets and losses;
- Legal and administrative procedures including remedies available to impacted persons in judicial process, and alternative relevant dispute resolution mechanisms (which can also be covered in Grievance Redress Mechanism);
- Natural resources usage rights;
- Social welfare legislations;

- Laws and regulations relating to agencies responsible for implementing resettlement activities;
- Gaps between local laws and IFC standards, and describe measures to bridge the gaps;
- Legal steps needed to ensure effective implementation of resettlement such as the process for recognizing legal, customary, and traditional, usage land claims

***(4) Preparing the inventory of impacts and affected population***

This task will establish the resettlement impact profile of the project. It includes the following specific activities:

- Carry out 100% inventory survey of all impacts, including land, structures and crops, within the demarcated impact boundary as established in the detailed engineering design by the project EPC contracts;
- Carry out 100% census of the affected population;
- Establish a household impact profile for all affected households, documenting their assets and losses;
- Establish a project impact database, covering impacts and affected population, in kinds and quantities;
- Conduct an analysis of the vulnerability and poverty of the households; and
- Conduct an impact analysis and this is important for the mitigation strategy and action plan development.

The following lists are to be annexed as outcome of this census;

- Names of the landowners whose land fall within the right of way,
- Names of the landowners on whose land the towers are to be installed
- Type and number of trees with in RoW along with the names of their owners
- Type and number of structures within RoW along with the names of their owners
- List of vulnerable people with evidence (survey forms)

***(5) Develop compensation and livelihood restoration interventions***

The Firm will develop/update required measures for compensation and livelihood restoration. This will be developed against the identified impacts, including on private, communal and public assets, and in line with the IFC standards. In case of suggestions for land owner "contribution", the consultant will formulate principles, procedure and necessary documentation requirements. The compensation package and resettlement interventions need to be developed in consultation with local communities. This should follow a highly participatory process to ensure that the compensation and resettlement packages take into full consideration feedback from the communities and that they are compatible and acceptable with local cultural preferences and traditions.

***(6) Review and propose institutional setup and implementation arrangements.***

The Firm will discuss with Director ESG, o/o CHSE review the proposed organizational setup and implementation arrangements for resettlement implementation, and propose any additions or adjustments required. These arrangements should cover, at least, the following,

- Organizational setup at each implementation level, their respective responsibilities and staffing;
- Develop a plan to coordinate resettlement with civil works and identify clear procedures for coordination;
- A Grievance Redress Mechanism (GRM), its setup, operating modalities and procedures, taking into account availability of judicial recourse and traditional community dispute settlement mechanisms;
- Implementation schedule; and
- Internal and external monitoring arrangements and indicators.

***(7) Conducting the stakeholder consultation and participation***

Resettlement planning will need to be conducted with participation of the key stakeholders. The Firm (experts) will identify the stakeholders, particularly local primary stakeholders, and engage them closely in the planning process. The experts will document the stakeholder consultation process as well as developing a strategy for their continued engagement during the resettlement implementation process. Care should be taken to include women, where local traditions allow to do so. Comprehensive Stakeholder Engagement plan should be included in the RP.

***(8) Cost estimate and budgeting***

The Firm will prepare the cost estimates presented in the draft RP and cost out the developed compensation and livelihood restoration measures and propose the budget for the RP, as well as its financing arrangements.

***(9) METHODOLOGY***

This assignment will be carried out through a combination of various tools, including desk reviews and field surveys. A big source of information that should be fully utilized are the primary data collection and community consultation outputs during the project preparation phase. The field tools would include focus group discussions, questionnaire, census and in-depth interviews. The resettlement planning should be carried out in consultative and participatory process, closely involving local communities and other stakeholders. The experts team should work closely with the Contractor and engineering design team so that the field surveys and community consultations are synchronized with the progress of engineering design.

**(10) Annexes**

These shall be numbered and duly referenced in the text, to include Public Consultation: public consultation plan, target audience, approaches and methods, feedback incorporation etc; see Consultation Guidance Plan; technical supporting documents, maps etc; references: List of all

references, (books, articles, technical reports and other information sources) cited in the ESIA and RP.

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

- Transmission Line Route marked on Google Earth
- PC-I

## 5. Deliverables, Time Schedule and Payment Terms

### 5.1 Inception Report

The consultants will submit inception report within 15 days after contract effectiveness.

### 5.2 ESIA

The Firm will submit draft ESIA reports is within **03** months after effectiveness of the Contract.

Final ESIA, covering all sections of ToRs, is to be submitted within two (2) weeks after receipt of the comments from the Employer.

Separate ESIA/EIA will be prepared for every section i.e. one ESIA/EIA for ;(i) 500 kV D/C T/line on Quad-Bundle Drake conductor from Faisalabad West to Ludewala (95.44 km) and second ESIA/EIA report for (ii) 500 kV D/C T/line from C-5 NPP to Ludewala (117.64km).

The firm will submit 06 hard copies of and 01 soft copies (in USB) of each final EIA to be submitted to EPA for Environment Approvals/NOCs, as per format of EPA Punjab.

The firm will be responsible to address the comments raised by EPA, facilitate and represent proponent (NationalGrid) in conducting site inspection reports by EPA and mandatory public hearings held for these projects to be conducted by EPA.

However, all the expenses related with EPA approval like; EIA submission fee, public hearing notices in newspapers and other public hearing arrangements (venue, banners, food etc.) shall be borne by the Employer.

### 5.3 RP

The draft RP is to be submitted within **03** months after effectiveness of the Contract. It will focus on the arrangements of engineering design work, and availability of transmission line alignment.

The final RP is to be submitted within 10 days after receipt of the comments from NationalGrid.

Separate RP will be prepared for every section i.e. one RP for ;(i) 500 kV D/C T/line on Quad-Bundle Drake conductor from Faisalabad West to Ludewala (95.44 km) and second RP report for (ii) 500 kV D/C T/line from C-5 NPP to Ludewala (117.64km).

### 5.4 Payment Terms

| SR. No. | Particulars | Payment |
|---|---|---|

| | | |
|---|---|---|
| 1 | Submission and approval of inception report (0.5 months after mobilization). | 20% |
| 2 | Submission of Draft ESIA and RP reports to NationalGrid for review and comments (3 months after mobilization). | 40% |
| 3 | Revise ESIA & RP after incorporating NationalGrid comments. Submission of Final EIA Reports to EPA Punjab (100 days after mobilization). | 30% |
| 4 | Upon receiving of Environmental Approvals / NOCs from EPAs | 10% |
| **Total** | | 100% |

## 6. The Consultants' Team Composition

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

| Sr. No. | Staff Skills / Position | Man Months | Minimum Qualification / Experience |
|---|---|---|---|
| Key Staff | | | |
| 1 | Team Lead / Environment Specialist | 04 | Master's degree in relevant fields. Minimum 15 years of experience of conducting environmental and social assessment studies; Should have previous experience of working on similar assignments financed by multilateral donors; At least experience as Team leader for 3 ESIA supported by international donors, duly justified with corresponding certificates of performance (specifying name and full contact details of the customer).<br>Have proven report writing skills. Previous experience in power transmission sector is advantageous. Should also have experience as team leader. Post-graduate degree in relevant fields (Environmental Sciences or Environment Management or Environment Engineering or equivalent) is desired.<br><br>He / She should be able to lead the overall ESIA and RP team capable of presenting the project findings at any forum i.e. EPA or commercial bank |

| | | | |
|---|---|---|---|
| | | | etc. |
| 2 | Social / Resettlement Specialist | 04 | Master's degree in relevant fields. At least 15 years of experience working on involuntary resettlement and preparation of RPs. Should also have experience as team leader. Should have previous experience of working on similar assignments by multilateral donors. At least experience as Team leader for 3 RPs supported by international donors, duly justified with corresponding certificates of performance (specifying name and full contact details of the customer).<br>Previous experience in power transmission sector is advantageous. Post-graduate degree in a relevant social science (resettlement studies, development studies, sociology, anthropology etc.) is desired. |
| 3 | Ecologist | 1.5 | Master's degree in relevant fields. Minimum 7 years of experience of conducting field surveys as well as ecological studies as part of environmental studies; previous experience in similar assignments by international donors; command over data collection methodology. Someone with experience of working in the project area would be useful. Post-graduate's degree in a relevant field Ecology, Botany, Environmental Sciences is desired |
| 4 | Avifauna Specialist | 02 | Master's degree in relevant fields. Minimum 7 years of experience of conducting avian risk assessment and management studies as part of environmental studies; previous experience in similar assignments by international donors; command over data collection methodology. Post-graduate's degree in zoology or biology with specialization in Avifauna is desired. |
| 5 | Gender Specialist | 01 | Master's degree in relevant fields. At least 10 years of experience working on gender issues especially with women. Experience of working on development projects in Power and Transmission sector will be preferred. Experience of working on similar assignments financed by international donor will be advantageous. Post-graduate university degree in a relevant social science (gender studies, development studies, sociology, etc.) is desired. |

| | | | |
|---|---|---|---|
| 6 | GIS Specialist | 01 | Master's degree in relevant fields. Minimum 7 years of experience of data entry, preparing thematic maps for the project, including clear delimitation of the area of influence, migratory birds route, water flow, cultural heritage, etc. Postgraduate's degree in a Computer Sciences, GIS with experience of GIS mapping is desired |
| 7 | OHS Specialist | 01 | Master's degree in occupational health and safety, Environmental or Engineering discipline, with NEBOSH/IOSH or equivalent certification preferred, and 7 years of experience in occupational health and safety management on infrastructure projects such as transmission lines or substations. The specialist must have experience in OHS risk assessment, preparation of OHS management and emergency response plans, contractor safety management, and incident investigation, with prior experience on World Bank or other IFI-funded projects. |
| **Support Staff** | | | |
| 7 | Enumerators / Junior Environmentalists (02 nos.) | 06 | They should have a bachelor's degree with at least two years of field survey experience of similar assignments. |
| 8 | Enumerators/ Junior Sociologists (02 nos.) | 06 | They should have a bachelor's degree with at least two years of field survey experience of similar assignments. |

***Note:***

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

# PART II

# Section VII. Conditions of Contract and Contract Forms

## Foreword

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

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

# Section VIII
# STANDARD FORM OF CONTRACT

# Contract for Consultant's Services

**Project Name _____**

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

**Contract No. _____**

**between**

**_____**

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

**and**

**_____**

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

**Dated: _____**

# 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;

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Breakdown of Contract Price and Payment Terms

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 and Appendix B. 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 Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency.

**b. Law Applicable to Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

**21. Conflict of Interests**

21.1 The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant Not to Benefit**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's

**from Commissions, Discounts, etc.**

only payment in connection with this Contract and, subject toClause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**22. Confidentiality**

22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

**24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

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

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

**26. Reporting Obligations**

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

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

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to

this Contract without prior written approval of the Procuring Agency.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

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

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

**29. Code of Conduct**

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

## D. Consultant's Experts and Sub-Consultants

**30. Description of Key Experts**

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

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

30.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

**31. Replacement of Key Experts**

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

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

**32. Approval of Additional Key Experts**

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

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

**33. Removal of Experts or Sub-consultants**

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

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

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

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

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

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

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

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

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

# E. Obligations of the Procuring Agency

**36. Assistance and Exemptions**

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

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

**37. Access to Project Site**

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

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

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

**39. Services, Facilities and Property of the Procuring Agency**

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

39.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be

appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

**40. Counterpart Personnel**

40.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in **Appendix A**.

40.2 If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in **Appendix A**, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3 Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

**41. Payment Obligation**

41.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

## F. Payments to the Consultant

**42. Ceiling Amount**

42.1 An estimate of the cost of the Services is set forth in **Appendix C.**

42.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

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

**43. Remuneration and Reimbursable Expenses**

43.1 All payments shall be at the rates set forth in **Appendix C**.

**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 As soon as practicable and not later than fifteen (15) days after the end of each task specified in **Appendix C**, the Consultant shall submit to the Procuring Agency, in duplicate, the invoice of the amounts payable pursuant to Clauses indicated in the **SCC**.

(c) The Procuring Agency shall pay the Consultant's invoices within forty-five (45) days after the receipt by the Procuring Agency of such invoices.

(d) 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.

(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** | **The addresses are:**<br><br>**Director General (Procurement), NationalGrid**<br>8th Floor, Shaheen Complex, Egerton Road, Lahore.<br>Telephone: +92-42-99202597<br>Fax number: +92-42-99202173<br>E-mail address: dg.procurement@ngc.gov.pk<br>Consultant : _____<br>_____<br>Attention : _____<br>E-mail (where permitted)_____ |
| **8.1** | **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]* |
| **9.1** | **The Authorized Representatives are:**<br><br>**For the Procuring Agency:**<br>*[name, title]*_____<br><br>**For the Consultant:** *[name, title]*_____ |
| **11.1** | **The Contract shall become effective on the date of its signing by both parties.** |
| **12.1** | **Termination of Contract for Failure to Become Effective:**<br><br>**The time period shall be _Three (03) months or the parties may agree with mutual consent.** |
| **13.1** | **Commencement of Services:** |

| | |
|---|---|
| | The number of days shall be seven (07) days. |
| **14.1** | **Expiration of Contract:**<br><br>**The time period shall be** _____ *[insert time period, e.g.: twelve months]*. |
| **21 b.** | **The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3**<br><br>Yes_____ No _____ |
| **23.1** | **No additional provisions.**<br><br>*[OR:*<br><br>The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:<br><br>**"Limitation of the Consultant's Liability towards the Procuring Agency:**<br><br>**(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring Agency's property, shall not be liable to the Procuring Agency:**<br><br>**(i) for any indirect or consequential loss or damage; and**<br><br>**(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;**<br><br>**(b) This limitation of liability shall not**<br><br>**(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;** |

| | |
|---|---|
| | **(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the** *[insert "***Applicable Law***", if it is the law of the Procuring Agency's country, or insert "***applicable law in the Procuring Agency's country***", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Procuring Agency's country].* |
| **24.1** | Not Applicable. |
| **27.1** | Not Applicable. |
| **27.2** | Not Applicable |
| **29. Code of Conduct** | The Consultant is "not required" to have a Code of Conduct for Experts as per the policy of the Authority. |
| **33. Removal of Experts or Sub-consultants** | [The following provision is inserted after Clause 33.2<br><br>33.3 The Consultant will immediately notify the Employer as well as the Project Manager of any changes in experts. |
| **36.1 (a) through (f)** | Not Applicable |
| **36.1(f)** | The Procuring Agency will provide technical details about this project like approved PC-I and transmission line route marked on Google Earth, Tower spotting etc. |
| **42.2** | **The ceiling in local currency is**: _____ *[insert amount and currency] [indicate:* **inclusive** *or* **exclusive**] **of local indirect taxes.**<br><br>**Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall** *[insert as appropriate: "***be paid***" or "***reimbursed***"] by the Procuring Agency** *[insert as appropriate: "***for" or "to"***] the Consultant.***<br><br>**The amount of such taxes is** _____ *[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]* |

| | |
|---|---|
| **43.2** | The following text is inserted at end of the GCC Clause<br><br>"The final payment representing 10% value shall only be made after the approval of ESIA/RP from EPA, NationalGrid and the respective commercial bank (if any)." |
| **43.3** | Not Applicable |
| **43.6** | Not Applicable |
| **44.1 and 44.2** | **The Procuring Agency warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):*<br><br>*If ITC16.3 indicates a tax exemption status, include the following:* "**the Consultant, the Sub-consultants and the Experts shall be exempt from**"<br><br>*OR*<br><br>*If ITC16.3 does not indicate the exemption and, depending on whether the Procuring Agency shall pay the withholding tax or the Consultant has to pay, include the following:*<br><br>*"***the Procuring Agency shall pay on behalf of the Consultant, the Sub-consultants and the Experts,***" OR "***the Procuring Agency shall reimburse/[pay after withholding as per applicable laws] the Consultant, the Sub-consultants and the Experts***"]*<br><br>**any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring Agency's country, on the Consultant, the Sub-consultants and the Experts in respect of:**<br><br>**(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Procuring Agency's country), in connection with the carrying out of the Services;**<br><br>**(b) any property brought into the Procuring Agency's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Procuring Agency's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring Agency's country, provided that:** |

| | |
|---|---|
| | **(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Procuring Agency's country in importing property into the Procuring Agency's country.**<br><br>However, the reimbursement of indirect taxes will be contingent upon registration of the Consultant with the relevant tax bodies (Federal/Provincial). In case of non-registration, the tax liability will be discharged from Consultant's invoices. |
| **45.1** | **The currency of payment shall be the PKR.** |
| **46.1(e)** | **The accounts are:**<br>for local currency: *[insert account]*. |
| **47.1** | **The interest rate is**: The compensation on delayed payments for local and foreign currency shall be as follows:<br>**NIL** |
| **49.** | **Dispute Resolution**<br>i. If any dispute of any kind whatsoever shall arise between the Procuring Agency and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.<br><br>ii. At future of negotiation the dispute shall be resolved through mediation, and mediator shall be appointed with the mutual consent of both parties.<br><br>iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of both parties. The Arbitration shall take place in Lahore, Pakistan and proceedings will be conducted in English language. |

| | |
|---|---|
| | iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.<br><br>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the EPADS.<br><br>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Service Provider any monies due to the Service Provider.<br><br>**Arbitrator's fee:**<br><br>The fee shall be shared equally by both parties.<br><br>**Appointing Authority for Arbitrator:**<br>By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chairman Pakistan Engineering Council for appointment of sole arbitrator.<br><br>**Rules of procedure for arbitration proceedings:**<br><br>Any dispute between the Procuring Agency and a Consultant who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.<br>**Place of Arbitration and Award:**<br>The arbitration shall be conducted in English language and place of arbitration shall be at Lahore. The award of the arbitrator shall be final and shall be binding on the parties. |

# I. Appendices

## Appendix A – Terms of Reference

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

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

## Appendix B – Key and Non-Key Experts

*Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. It should include; Name, Position and responsibilities of the Key and Non-Key Experts.*

## Appendix C: Breakdown of Contract Price and Payment Terms

| SR. No. | Particulars | Payment | Amount (PKR) |
|---|---|---|---|
| 1 | Submission and approval of inception report (0.5 months after mobilization). | 20% | |
| 2 | Submission of Draft ESIA and RP to NationalGrid for review (3 months after mobilization). | 40% | |
| 3 | Revise ESIA & RP after incorporating NationalGrid comments. Submission of Final EIA Reports to EPA Punjab (100 days after mobilization). | 30% | |
| 4 | Upon receiving Environmental Approvals / NOCs from EPA | 10% | |
| **Total** | | 100% | |