

Request for Proposal

Hiring of a firm for Independent Technical Vetting of Estimates, Proposals, Designs and Works of PD (C&O) and Chief Engineer (P&E), including Deposit Works, ELR, DOP and Other Electrical Works (HT or LT, as applicable)
(Consultancy Services)

National

Single Stage-Two Envelope



July 11, 2026

*Material Management (Peshawar Electric Supply Company (PESCO)), Asstt. Procurement
Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa
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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Material Management (Peshawar Electric Supply Company (PESCO))** has reserved Funds for the procurement planned for FY **2026-27**. The **Material Management (Peshawar Electric Supply Company (PESCO))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of **"Hiring of a firm for Independent Technical Vetting of Estimates, Proposals, Designs and Works of PD (C&O) and Chief Engineer (P&E), including Deposit Works, ELR, DOP and Other Electrical Works (HT or LT, as applicable)"** with the reference of **"P55085"**
2. The **Material Management (Peshawar Electric Supply Company (PESCO))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Call at Deposit, Bank Guarantee** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/55085>**.
6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, July 27, 2026 10:00 AM**. Proposals will be opened on the same day at **Monday, July 27, 2026 10:30 AM**. Manual submission of RFPs shall not be

entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

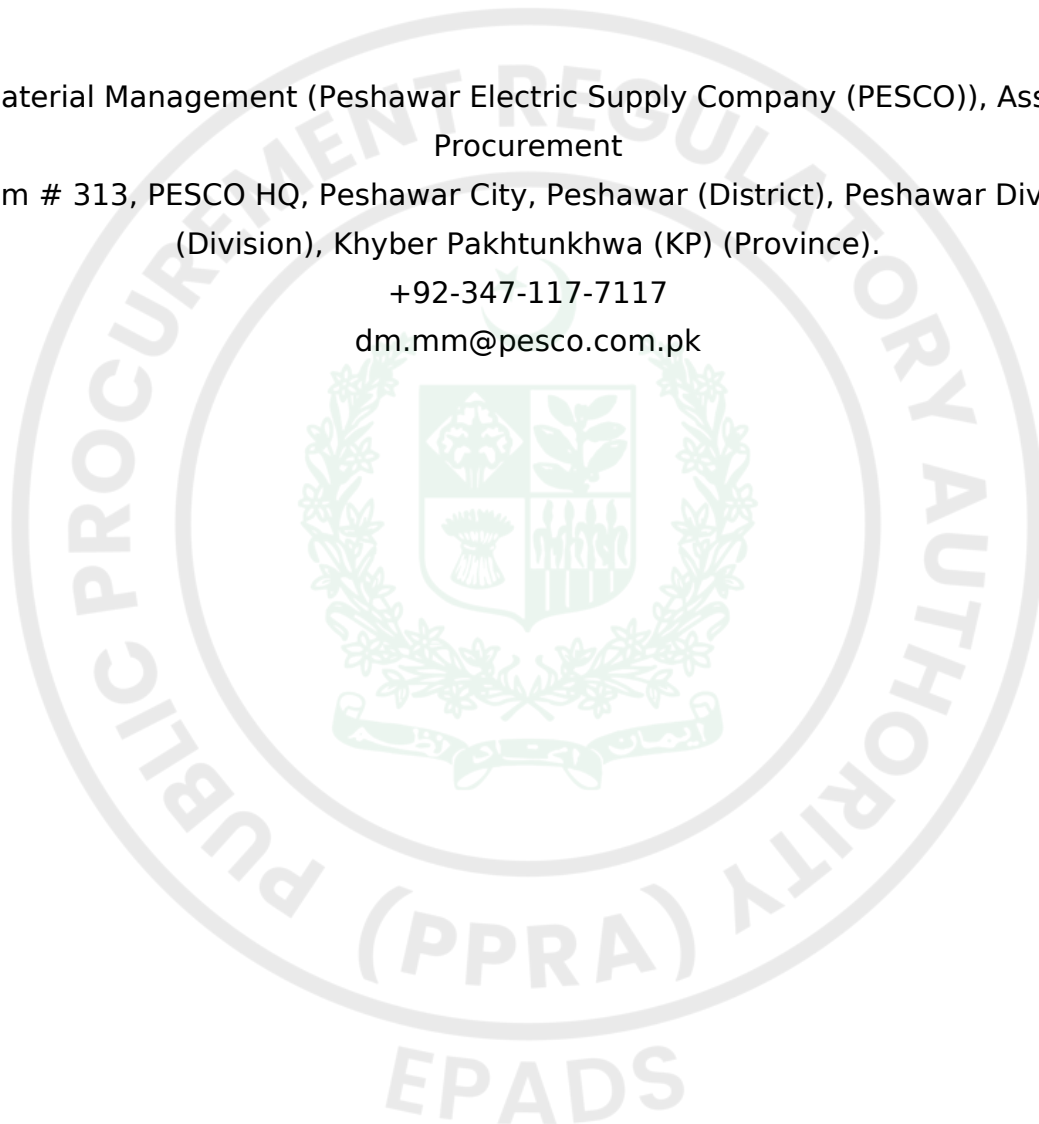
In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. General Provisions

1. Introduction

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. 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.

1.3. 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.

2. Corrupt and Fraudulent Practices

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

B. Preparation of Proposals

3. General Considerations

3.1. 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.

4. Language

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

Documents Comprising the Proposal

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

6. Only One Proposal

6.1. 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.

7. Proposal Validity

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. 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.

7.3. 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.

7.4. Extension of Validity Period

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

8. Bid security/Bid Securing Declaration

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severally responsible.

8.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. Clarification and Amendment of RFP

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. 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:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal 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.

10. Preparation of Proposals - Specific Considerations

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. 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.

10.1.2. 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.

10.1.3. 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.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. Financial Proposal

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in 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.

12. Taxes

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. 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.

13. Currency of Proposal

13.1. 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. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. Submission/withdrawal of Proposals

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. Opening of Proposal

15.1. The Procuring Agency will open all Proposal through **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. Evaluation of Technical Proposals

16.1. 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.

17. Opening of Financial Proposals

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date and time for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0**.

18. Correction of Errors

18.1. 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.

18.2. 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.

19. Conversion to Single Currency

19.1. 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.

20. Selection Technique

20.1. Quality and Cost Based Selection

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.

20.2. Fixed-Budget Selection (FBS)

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

20.3. Least-Cost Selection.

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. Negotiations

21.1. 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.

21.2. 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.

22. Availability of Key Experts

22.1. 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 Clauses of 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.

22.2. 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.

23. Award of Contract

23.1. 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 Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. Grievance Redressal Mechanism

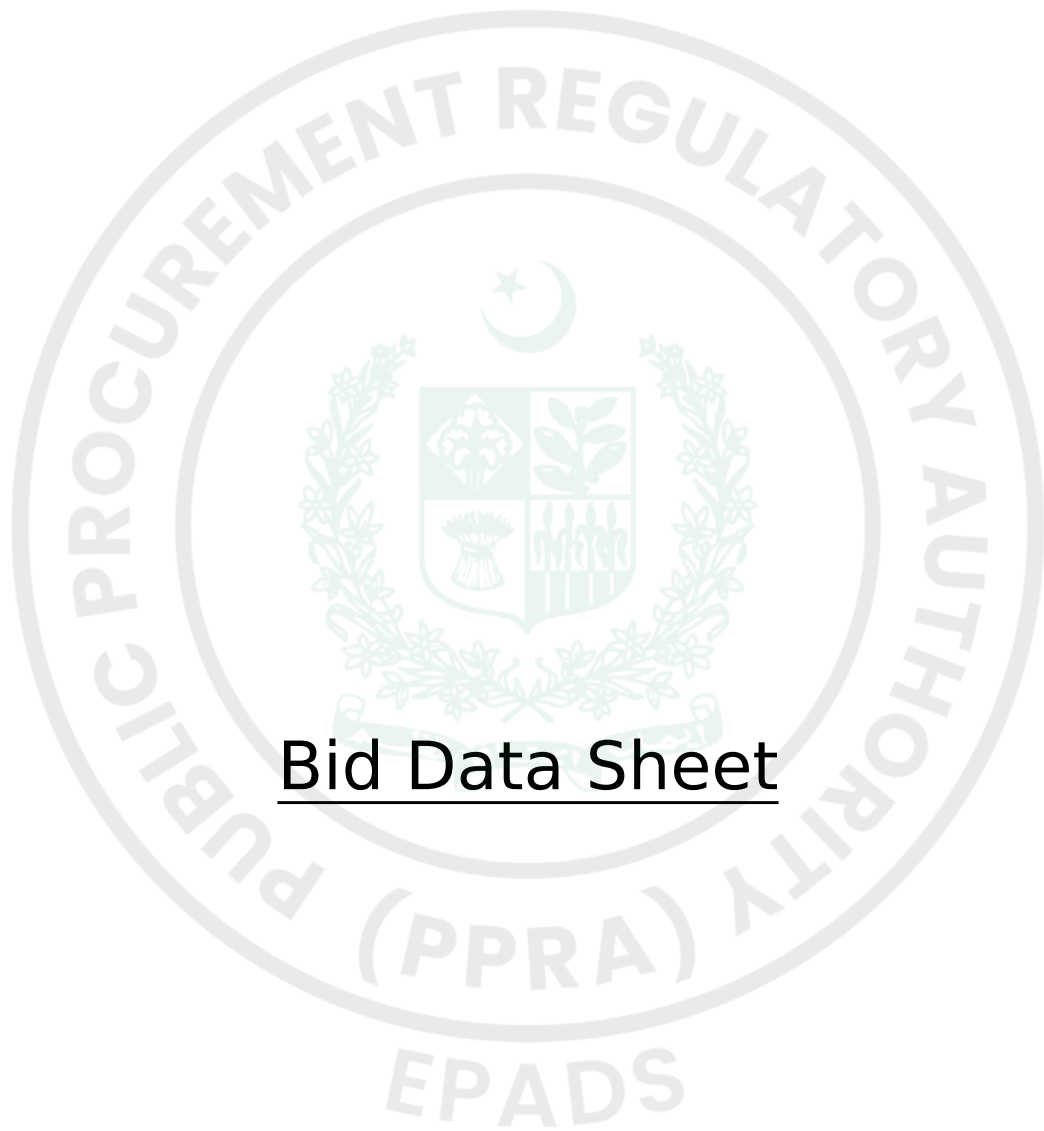
24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

25. Mechanism of Blacklisting

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. Environmental objectives

26.1. As per Rule 4 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured



Bid Data Sheet

Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. General

1

1.1

Name of Procuring Agency: **Material Management (Peshawar Electric Supply Company (PESCO))**

The subject of procurement is: **Hiring of a firm for Independent Technical Vetting of Estimates, Proposals, Designs and Works of PD (C&O) and Chief Engineer (P&E), including Deposit Works, ELR, DOP and Other Electrical Works (HT or LT, as applicable)**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P55085**

BDS Clause Number 2

ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Thursday, July 23, 2026

Pre-Bid Meeting: Monday, July 20, 2026 10:00 AM

Venue: Room # 311, PESCO HQ, Peshawar

B. Preparation of Proposals

BDS Clause Number 3

ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4

ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 6

ITB Number 7.1

Proposals shall be valid until **120 Days**

BDS Clause Number 7

ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 8

ITB Number 10.2

The Consultant's Proposal must include the minimum Key Experts' time-input of _____person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 9

ITB Number 105

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

BDS Clause Number 10

ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 11

ITB Number 7.6

Services and Their related documents:

See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 12

ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Call at Deposit, Bank Guarantee**

BDS Clause Number 13

ITB Number 13.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 14

ITB Number 14.1

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, July 27, 2026 10:00 AM**

BDS Clause Number 15

ITB Number 15.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Monday**

Date: **Monday, July 27, 2026**

Time : **10:30 AM**

BDS Clause Number 16

ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 18

ITB Number 21.5

The Performance guarantee shall: **0%**.

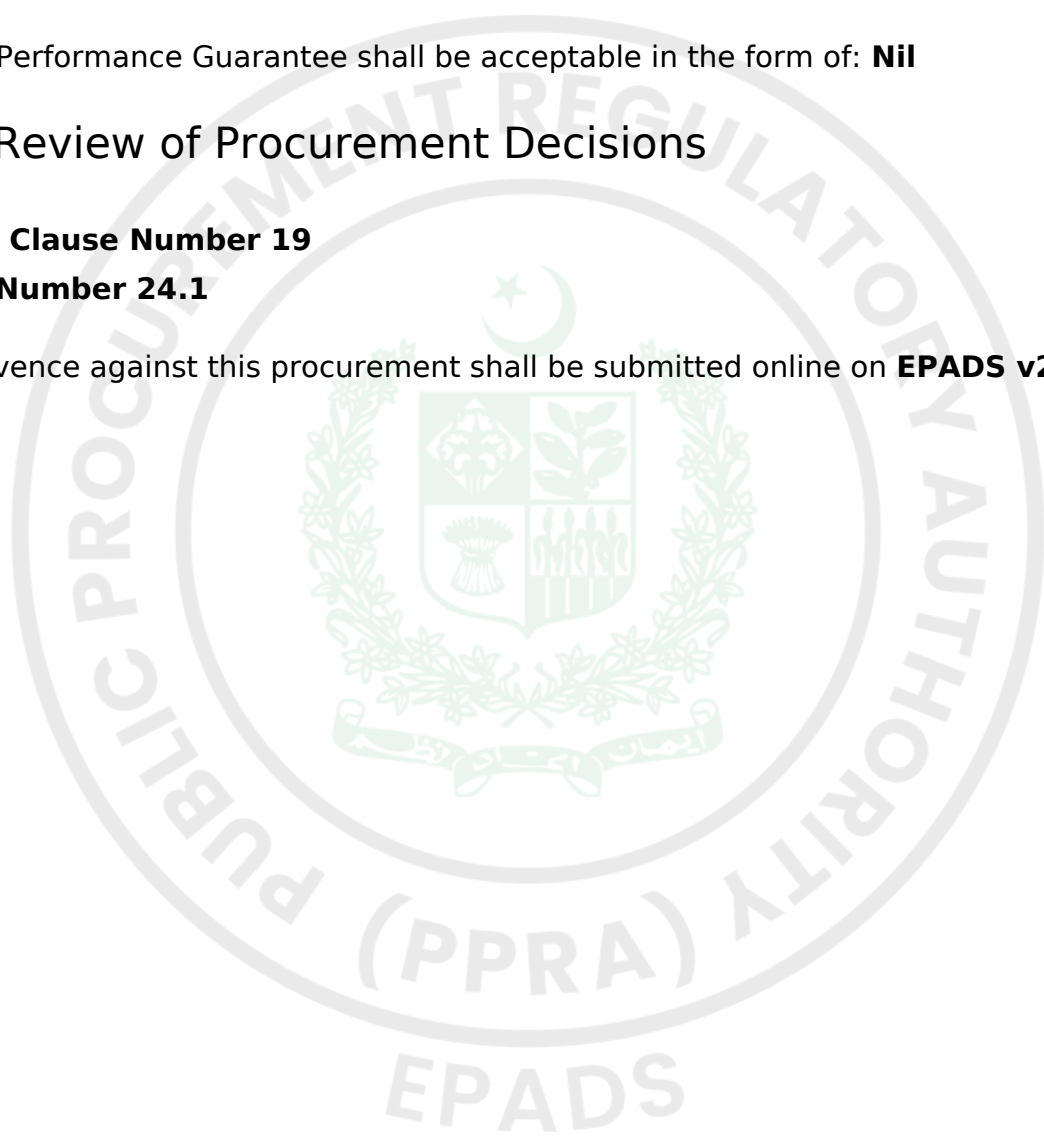
The Performance Guarantee shall be acceptable in the form of: **Nil**

G. Review of Procurement Decisions

BDS Clause Number 19

ITB Number 24.1

Grievance against this procurement shall be submitted online on **EPADS v2.0**.



Eligibility Criteria

Bidder's Type	Required Registration
Any	FBR (NTN) FBR (GSTN)

Eligibility Criteria	Document
Participation shall be permitted either as a Sole Consultant or as a Joint Venture (JV), provided that the maximum number of JV members shall not exceed two (02). The JV must upload the JV Agreement or Memorandum of Understanding (MoU), authority letter, nomination of the lead partner.	Yes
The Sole Consultant and each JV member must be legally registered and/or authorized to provide consultancy services in Pakistan. Relevant SECP registration, incorporation or other legal registration documents, and firm profile must be uploaded as part of the submission.	Yes
Sole Consultant or JV Lead Partner shall have valid PEC registration under relevant category with Specilization codes 0542, 0539, 0537.	Yes
Specialist JV partners may contribute GIS/survey credentials, or other relevant registration	Yes
Sole Consultant must have minimum two (02) years general consultancy/engineering experience. In case of JV, each JV Partner must have minimum two (02) years general consultancy/engineering experience. Combined JV experience will not be considered for scoring.	Yes

Sole consultant average annual turnover must not be less than PKR 35 Million during the last two financial years. The combined average annual turnover of JV must not be less than PKR 50 Million during the last two financial years;	Yes
In case of JV, Lead Partner shall hold minimum 51% participation share, will act as sole point of contact, sign correspondence and contract, coordinate all members, deploy Team Leader and ensure overall quality, reporting and performance	Yes
Non-lead JV partner shall hold minimum 20% participation share. All JV members shall be jointly liable for performance.	Yes
Sole Consultant and all JV partners shall have no association with contractors, suppliers, sponsors, manufacturers or firms whose works/proposals are to be vetted. Confidentiality and conflict of interest undertaking will be submitted by each member.	Yes
Sole Consultant and all JV partners shall not be blacklisted, debarred, suspended or declared ineligible by any public body, court, regulator or donor agency.	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	70
Registration of Firm	
PEC Code 0542, 0539 and 0537 (Quantitative)(Doc Required)	3
FBR/KPRA registration of Sole Consultant or all JV partners (Quantitative)(Doc Required)	1
ISO-9001 certification of Sole Consultant or any JV partner (Quantitative)(Doc Required)	1
GIS or relevant professional certification of Sole Consultant or any JV partner (Quantitative)(Doc Required)	1
General Experience	
Years of Experience (Quantitative)(Doc Required)	5
Less than 5 years but more than 3 years (5)	
Less than 3 years but more than 2 years (2)	
Engineering Specific Experience	

No of Projects Demonstrated (Quantitative)(Doc Required) More than 20 projects (10) Less than 20 projects but more than 10 projects (5) Less than 10 projects but more than 2 projects (2)	10
GIS Specific Experience	
No of Projects Demonstrated (Quantitative)(Doc Required) More than 07 projects (5) Less than 07 projects but more than 4 projects (2)	5
Financial Soundness-Sole Consultant shall be evaluated on its own turnover. For JV, combined average annual turnover of all JV partners may be considered; Audited/certified financial reports for the last two years shall be attached. (Quantitative)(Doc Required) More than PKR 50 Million (5) Less than PKR 50 Million but more than PKR 35 Million (3) Less than PKR 35 Million but more than PKR 15 Million (2) Less than PKR 15 Million (1)	5
Manpower and Project Team	

Team Leader / Senior Electrical Engineer-(BSc Electrical Engineering; PEC Professional Engineer, Minimum 12 Years Experience, Role: Lead technical review, approve reports, oversee quality assurance, resolve complex technical issues and represent the Sole Consultant/JV in meetings. Preferably deployed by the Lead Partner in case of JV.) (Quantitative) (Doc Required)	10
Electrical Design/Site Engineer-(BSc Electrical Engineering with PEC registration, Minimum 8 years experience, Role: Review network design, load assessment, conductors/cables, transformers, voltage drop and specifications. Support field verification, site inspection, measurements, electrical observations, photographic evidence and coordination with PESCO field formations) (Quantitative)(Doc Required) Electrical Design/Site Engineer-02 Nos (10) Electrical Design/Site Engineer-01 Nos (5)	10
GIS Analyst- (BS GIS/Geomatics /Surveying, or relevant GIS qualification; ArcGIS/QGIS and GPS mapping experience preferred, # years Experience, Role: BS GIS/Geomatics /Surveying, or relevant GIS qualification; ArcGIS/QGIS and GPS mapping experience preferred.) (Quantitative)(Doc Required) GIS Analyst-04 Nos (16) GIS Analyst-03 Nos (12) GIS Analyst-02 Nos (8) GIS Analyst-01 Nos (4)	16

Surveyor (Quantity / Cost Estimation) -(DAE (Electrical) or relevant qualification, Experience: 01 year or fresh, Role: Review BOQs, measurements, rates, cost estimates, variations, market-rate support and cost savings.) (Quantitative) (Doc Required) Surveyor-08 Nos (16) Surveyor-06 Nos (6) Surveyor-06 Nos (2)	16
Civil Sub-Engineer (DAE Civil or relevant qualification, 2 years experience, Role: Support review of poles/structures, foundations, trenches, crossings, equipment pads and civil components of electrical works.) (Quantitative)(Doc Required) Civil Sub-Engineer -02 No (4) Civil Sub-Engineer -01 No (1)	4
Dashboard & Reporting Analyst- (BS (Computer Science)/IT or relevant qualification with experience in Website/Dashboard Design, 3 years Experience, Role: Develop, maintain, and update the online project monitoring dashboard for all third-party vetting activities. Monitor PD (C&O) division-wise progress of proposals, technical vetting, field inspections, and completion verification. Maintain registers and databases of proposals, inspected works, observations, recommendations, and verification reports. Prepare daily, weekly, and monthly progress reports, dashboards, MIS reports, and performance summaries for PESCO. Ensure proper document control, record management, data integrity, and timely submission of project reports.) (Quantitative)(Doc Required)	3
Approach and Methodology-Consultant shall provide consultancy methodology as per TOR.	
Understanding of objective (Quantitative)(Doc Required)	2
Methodology / approach (Quantitative)(Doc Required)	3

Work plan (Quantitative)(Doc Required)	3
Proposal presentation (Quantitative)(Doc Required)	2



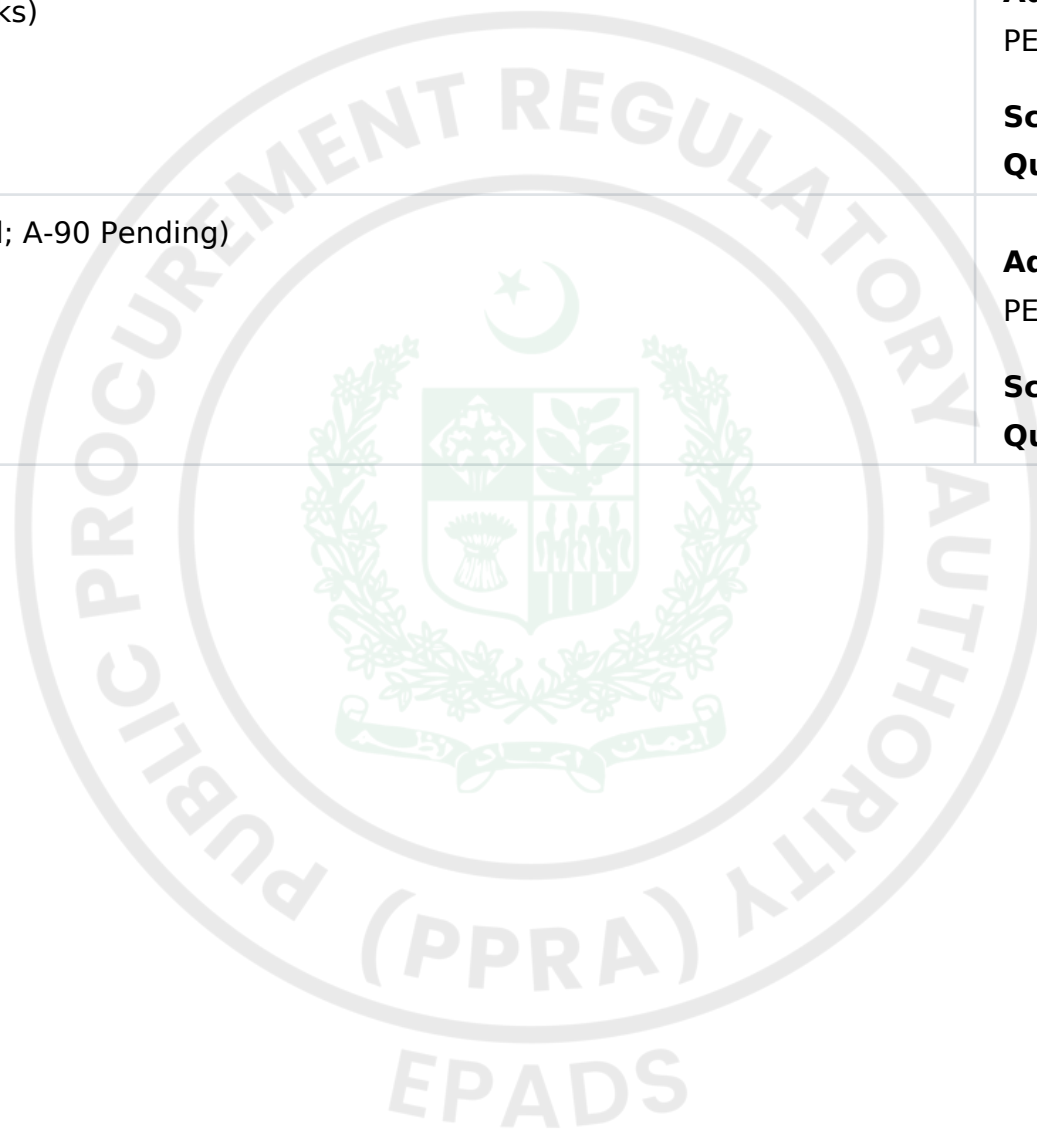
Required Services

Lot Title : Hiring of Consultancy Services for Independent Technical Vetting of Estimates, Proposals, Designs and Works of PD (C&O) and Chief Engineer (P&E), including Deposit Works, ELR, DOP and Other Electrical Works (HT or LT, as applicable)

Bid Security : 3160000 PKR

Position	Delivery Schedule	Quantity
HT/LT Works under ELR, DOP and similar electrical works	Address: Entire PESCO Schedule: 1 Year Quantity: 1/job	1
Deposit Works / Sponsor-Funded Works specifications	Address: Entire PESCO Schedule: 1 Year Quantity: 1/job	1
Safety Hazard Works	Address: Entire PESCO Schedule: 1 Year Quantity: 1/job	1

Position	Delivery Schedule	Quantity
Spill-over (Ongoing / Under-Execution Works (HT/LT ELR/DOP, REP, Other Deposit Works, and DOP Safety Hazard Works)	Address: Entire PESCO Schedule: 1 Year Quantity: 1/job	1
Spill-Over (Already Executed; A-90 Pending)	Address: Entire PESCO Schedule: 1 Year Quantity: 1/job	1



Related Services :

No



TORS (Terms of References)

Lot Title : Hiring of Consultancy Services for Independent Technical Vetting of Estimates, Proposals, Designs and Works of PD (C&O) and Chief Engineer (P&E), including Deposit Works, ELR, DOP and Other Electrical Works (HT or LT, as applicable)

Position: HT/LT Works under ELR, DOP and similar electrical works

Specifications / Requirements:

As defined in the Anexture A

Position: Deposit Works / Sponsor-Funded Works specifications

Specifications / Requirements:

As defined in the Anexture A

Position: Safety Hazard Works

Specifications / Requirements:

As defined in the Anexture A

Position: Spill-over (Ongoing / Under-Execution Works (HT/LT ELR/DOP, REP, Other Deposit Works, and DOP Safety Hazard Works)

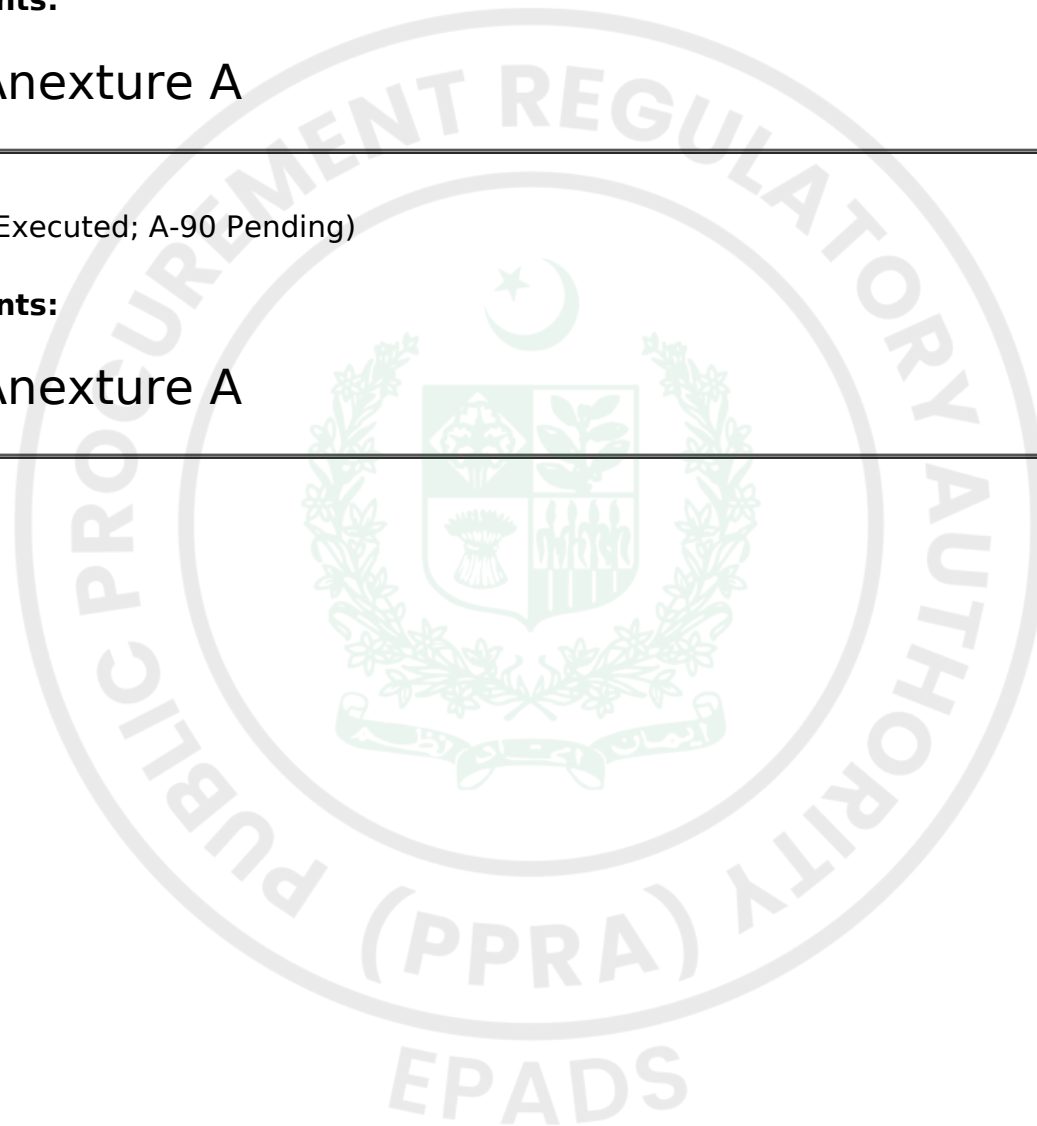
Specifications / Requirements:

As defined in the Anexture A

Position: Spill-Over (Already Executed; A-90 Pending)

Specifications / Requirements:

As defined in the Anexture A



Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General Provisions

1. Definitions

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

- 1.1. “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. “**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.
- 1.3. “**Consultant**” means an individual consultant or a consulting firm as the case may be;
- 1.4. “**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).
- 1.5. “**Day**” means calendar day unless indicated otherwise.
- 1.6. “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- 1.7. “**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.
- 1.8. “**Foreign Currency**” means any currency other than the Pakistani Rupees.
- 1.9. “**GCC**” means these General Conditions of Contract.
- 1.10. “**Government**” means the Government of Pakistan.
- 1.11. “**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.
- 1.12. “**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.
- 1.13. “**Local Currency**” means the currency of Pakistan
- 1.14. “**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.
- 1.15. “**Party**” means the Procuring Agency or the Consultant, as the case may be, and “**Parties**” means both of them.

1.16. "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

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**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.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**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.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" 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. 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

10.1. 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 in accordance with the requirement of Procurement Regulatory Framework

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

17.1. Definition

17.1.1. 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.

17.1.2. 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.

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

17.2. No Breach of Contract

17.2.1. 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.

17.3. Measures to be Taken

17.3.1. 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.

17.3.2. 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.

17.3.3. 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.

17.3.4. 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:

17.3.4.1. 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

17.3.4.2. 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.

17.3.5. 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) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) 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) 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, 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.

19.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) 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 49.1 within forty-five (45) 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) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (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.

19.3. Cessation of Rights and Obligations

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.

19.4. Cessation of Services

19.4.1. 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.

19.5. e.Payment upon Termination

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

20.1. Standard of Performance

20.1.1. 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.

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

20.1.3. 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

20.2. Law Applicable to Services

20.2.1. 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 interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. 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.

21.1.2. Consultant and Affiliates Not to Engage in Certain Activities

21.1.2.1. 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.

21.1.3. Prohibition of Conflicting Activities

21.1.3.1. 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.

21.1.4. Strict Duty to Disclose Conflicting Activities

21.1.4.1. 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 to be 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:

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

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

36.1.3. 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.

36.1.4. 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.

36.1.5. 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.

36.1.6. 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 (Remuneration) and Appendix D (Reimbursable expenses).

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

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

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

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

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

44. Taxes and Duties

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

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

45. Currency of Payment

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

46. Mode of Billing and Payment

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

(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

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

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

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

G. Fairness and Good Faith

48. Good Faith

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

H. Settlement of Disputes

49. Amicable Settlement

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency 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 Procuring Agency shall pay the Service Provider any monies due the Service Provider.





Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: Material Management (Peshawar Electric Supply Company (PESCO)), Asstt. Procurement Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).

The Consultant Address:

The title of the subject procurement is: Hiring of a firm for Independent Technical Vetting of Estimates, Proposals, Designs and Works of PD (C&O) and Chief Engineer (P&E), including Deposit Works, ELR, DOP and Other Electrical Works (HT or LT, as applicable)

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A"; Or

The Lead Member on behalf of the JV is _____ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

The Authorized Representatives are:

For the Procuring Agency:

Material Management (Peshawar Electric Supply Company (PESCO)), Asstt. Procurement Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).
+92-347-117-7117
dm.mm@pesco.com.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state “N/A”]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert “N/A” or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be *[insert time period, e.g.: four months].*

Commencement of Services:

The number of days shall be *[e.g.: ten].*

Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

Expiration of Contract:

The time period shall be *[insert time period, e.g.: twelve months].*

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of *[insert amount and currency which should be not less than the total ceiling amount of the Contract];*

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]

Price adjustment on the remuneration *[insert “applies” or “ does not apply”]*

[If the Contract is less than 18 months, price adjustment does not apply.

If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after

the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

{ or }

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{ or }

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in the Procuring Agency's country for the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in the Procuring Agency's country for the month of the date of the Contract.

The currency of payment shall be the following: PKR

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder 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 Contract – 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.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

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.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

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 Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder 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.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Bid Securing Declaration

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

Bid No.: **P55085**

To: **Material Management (Peshawar Electric Supply Company (PESCO)), Asstt. Procurement Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

We, the undersigned, declare that:

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

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

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

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

FORM OF CONTRACT

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 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

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
2. 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;
3. 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:

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

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
 - Terms of Reference Appendix
 - Key Experts Appendix
 - Remuneration Cost Estimates Appendix)
 - Reimbursable Cost Estimates Appendix
 - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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



Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Material Management (Peshawar Electric Supply Company (PESCO)), Asstt. Procurement Room # 313, PESCO HQ, Peshawar City, Peshawar (District), Peshawar Division (Division), Khyber Pakhtunkhwa (KP) (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

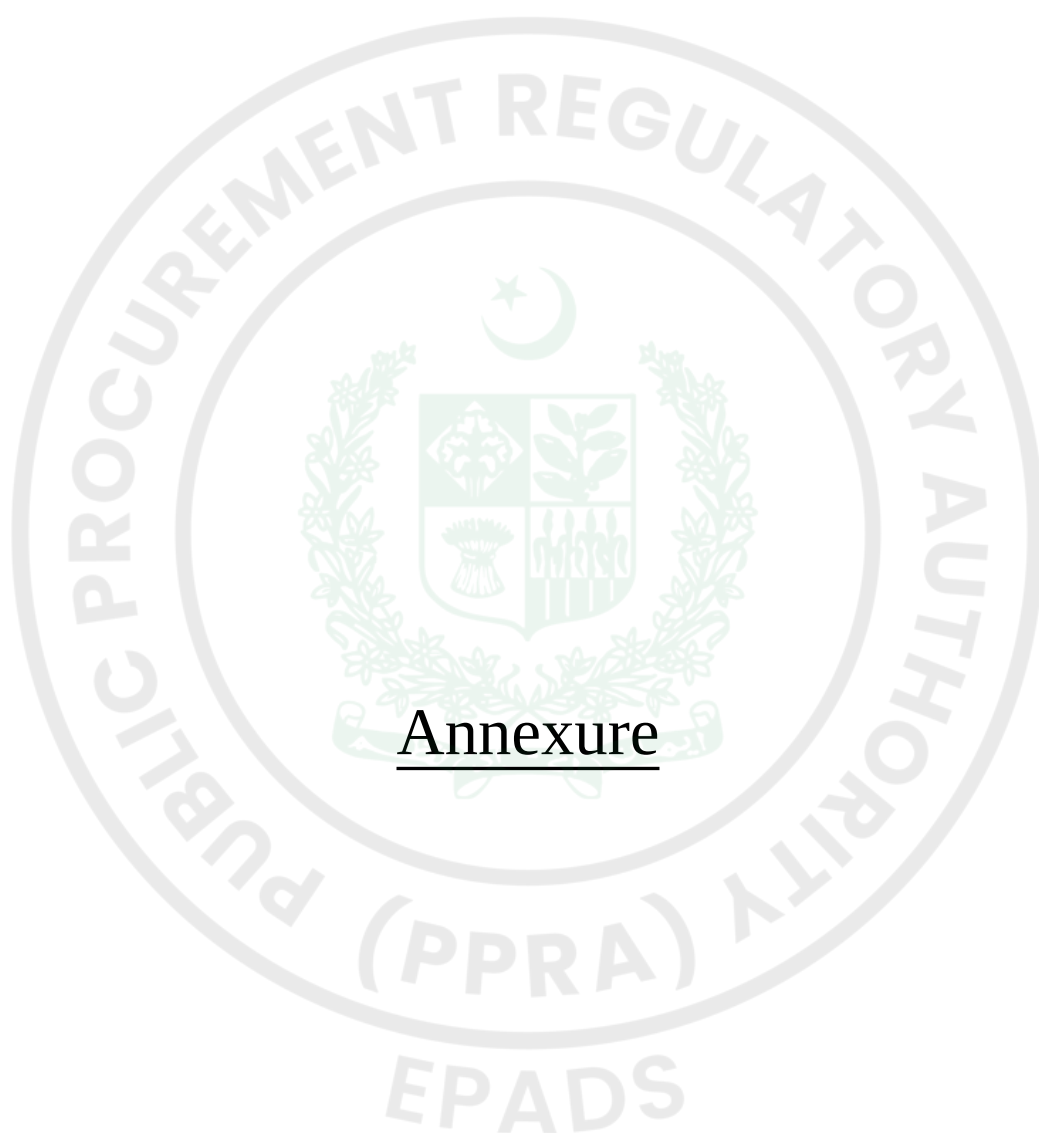
Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

ToR/ Technical Requirements / other Terms and Conditions

Information (Read-Only)

See Form Under Additional Forms and Documents: **ToR/ Technical Requirements / other Terms and Conditions** (page number: 72)

Price Schedule Form

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Price Schedule Form** (page number: 82)

Annexure A - Technical Proposal Submission Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure A - Technical Proposal Submission Form** (page number: 83)

Annexure B - Consultant's Organisation and Experience

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure B - Consultant's Organisation and Experience** (page number: 84)

Annexure C - Approach, Methodology and Work Plan

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure C - Approach, Methodology and Work Plan** (page number: 85)

Annexure D - Work Schedule and Deliverable Planning

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure D - Work Schedule and Deliverable Planning** (page number: 87)

Annexure E & F- Team Composition and Key Experts Inputs & CV Format for Key Experts

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure E & F- Team Composition and Key Experts Inputs & CV Format for Key Experts** (page number: 88)

Annexure G - Financial Proposal

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure G - Financial Proposal** (page number: 90)

Annexure I - Proposal Security Form

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure I - Proposal Security Form** (page number: 91)

Annexure J - Declaration of Non-Blacklisting

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure J - Declaration of Non-Blacklisting** (page number: 92)

Annexure K - Confidentiality and Conflict of Interest Undertaking

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Annexure K - Confidentiality and Conflict of Interest Undertaking** (page number: 93)





Procurement Forms

Financial Capacity and Net Worth Evaluation Form

See Form Under Additional Forms and Documents: **Financial Capacity and Net Worth Evaluation Form** (page number: 94)

Average Annual Turnover

See Form Under Additional Forms and Documents: **Average Annual Turnover** (page number: 96)







Additional Forms and Documents

TERMS OF REFERENCE / SPECIAL TECHNICAL REQUIREMENTS

FOR HIRING OF CONSULTANCY SERVICES

Independent Technical Vetting of Estimates, Proposals, Designs and Works of PD (C&O) and Chief Engineer (P&E), including Deposit Works, ELR, DOP and Other Electrical Works (HT or LT, as applicable)

1. Background and Purpose

PESCO undertakes, processes and supervises a large number of electrical distribution and infrastructure works through its planning, engineering, construction, operation field formations. These works include but are not limited to Works like Deposit, ELR, DOP, safety hazard removal, electrification, rehabilitation extension works, augmentation, and other HT/LT works as approved by the competent authority.

The maps/drawing/design, proposal, estimates, BOQs, rate analyses, material specifications, site verification and completion documents prepared or submitted by PD (C&O), Chief Engineer (P&E), field formations, contractors, sponsors or other stakeholders require 3rd party vetting for technical scrutiny before and after approval, execution, procurement, payment or completion certification. The assignment is therefore intended to strengthen technical accuracy, cost reasonableness, transparency, regulatory compliance, safety, quality assurance and value-for-money decision-making.

The Consultant, whether participating as a Sole Consultant or as a Joint Venture (JV), acting through its authorized Lead Partner, shall provide independent professional advice and written recommendations only. The Consultant shall not assume or replace the statutory, administrative, financial, technical sanctioning or approval responsibilities of PESCO officers. Final approval, sanction, execution, acceptance, payment and disciplinary/administrative decisions shall remain with PESCO's competent authority.



2. Definitions and Abbreviations

Term / Abbreviation	Meaning for this TOR
PESCO	Peshawar Electric Supply Company.
PD (C&O)	Project Director (Construction & Operations)
Chief Engineer (P&E)	Chief Engineer, Planning and Engineering, PESCO, or the nominated competent technical authority.
Consultant	The Sole Consultant, Joint Venture (JV), engaged under this RFP to provide independent vetting and related consultancy services. In case of JV, the Lead Partner shall act on behalf of all members.
Electrical Works (HT/LT)	Electrical distribution works including HT and/or LT lines, distribution transformers, feeders, service networks, conductors, cables, poles/structures, protection, earthing, meters, panels, switchgear and allied works, as applicable.
Deposit Works	Works financed or deposited by consumers, public bodies, private sponsors, government departments or other sponsors and processed/executed through PESCO.
ELR	Energy Loss Reduction
DOP	Distribution of Power
BOQ	Bill of Quantities.
A-90 Form / Completion Report	Work Completion Form for capitalization of works/assets.
Vetting Report	Independent written report containing technical review, cost verification, compliance observations and recommendations for an assigned proposal, estimate, design or work package.
Sole Consultant	A single legally registered consulting firm or professional entity submitting a proposal independently.
Joint Venture (JV)	A group of two firms submitting one proposal under a formal JV. All members shall be jointly liable.
Lead Partner	The JV member authorized to represent, sign, coordinate, manage and be responsible for performance of the JV. The Lead Partner shall hold not less than 51% participation share.
JV Partner / Member	A member of the JV contributing experience, personnel, financial capacity, GIS, survey, engineering or other resources to the assignment.
GIS	Geographic Information System
GPS	Global Positioning System

3. Objectives of the Assignment

1. To provide independent, professional, and evidence-based technical vetting of GIS maps, SLDs/Sketches, designs, proposal estimates, geographical coordinates (Latitude/Longitude), BOQs, rate analyses, and execution/completion-related documentation.
2. To verify the technical correctness, completeness, feasibility, and compliance of proposed electrical works, including voltage levels, load assessments, equipment sizing, protection arrangements, safety clearances, applicable standards, specifications, and PESCO requirements.
3. To validate the accuracy and consistency of GIS maps, route alignments, asset locations, geographical coordinates, BOQs, estimates, and related technical documents through desktop review and post-execution field verification.
4. To identify and report omissions, duplications, overdesign, underdesign, inaccurate quantities, unrealistic rates, non-admissible items, technical deficiencies, and non-compliance with approved standards.
5. To provide objective technical recommendations to support transparent, accountable, and value-for-money decision-making during the approval, execution, payment, and completion certification of works.

4. Scope of Services, Tasks and Special Technical Requirements

The Consultant shall provide independent technical vetting of assigned estimates, designs, BOQs, GIS maps, Single Line Diagrams (SLDs)/Sketches, geographical coordinates (Latitude/Longitude), technical specifications, and execution/completion records to verify their accuracy, completeness, technical feasibility, and compliance with PESCO standards, applicable codes, and contractual requirements. The scope of services shall include, but not be limited to, the following:

4.1 Technical Vetting of Estimates and Designs

- Review estimates, SLDs/Sketches, GIS maps, drawings, BOQs, and technical specifications for completeness, technical correctness, quantity justification, arithmetic accuracy, and compliance with approved standards.
- Verify the applicability of rates, rate analyses, Schedule of Rates (SOR), and estimate calculations.
- Identify omissions, duplications, overdesign, underdesign, incorrect quantities, unrealistic rates, hidden costs, and technical discrepancies.

4.2 Technical Verification of Electrical Works

- Verify voltage levels, load requirements, transformer capacity, conductor/cable sizing, protection systems, safety clearances, route alignments, and other design parameters.
- Review electrification, rehabilitation, augmentation, loss reduction, safety, and other distribution improvement proposals for technical justification and operational feasibility.

4.3 GIS Verification

- Verify the accuracy and consistency of geographical coordinates (Latitude/Longitude), and asset locations with the approved SLDs/Sketches, drawings, BOQs, and project scope.
- Identify duplication, overlap, or conflicts with existing assets, completed works, ongoing schemes, or previously sanctioned projects.

4.4 Post Execution Field Verification

- Conduct post-execution field verification, or site inspections to verify physical quantities, installed materials, workmanship, route alignments, asset locations, and compliance with the approved design, BOQ, and specifications.
- Record observations using geotagged photographs, GPS coordinates, measurements, and inspection reports.

4.5 Deposit Works, ELR, DOP and Special Proposals

- Review Deposit Works, ELR, DOP, safety hazard works, and other special proposals for technical justification, cost reasonableness, policy compliance, and adherence to approval requirements.

4.6 Completion Verification

- Verify completion reports, as-built drawings, GIS records, material reconciliation statements, and related documentation to confirm that the executed works conform to the approved design, BOQ, specifications, and contract requirements.

4.7 Compliance, Reporting and Web-Based Project Monitoring Dashboard

- Verify compliance with applicable laws, regulations, technical standards, PESCO procedures, approved specifications, contract requirements, and statutory approval processes throughout the assignment.
- Maintain complete records of all technical reviews, observations, field inspections, recommendations, correspondence, and supporting documents. Submit comprehensive technical vetting reports identifying deficiencies, non-compliances, associated risks, and recommended corrective measures.
- **Design, develop, deploy, customize, and maintain a secure web-based/LAN/WAN Based Project Monitoring Dashboard on PESCO Server/IT Data Center** for monitoring all third-party technical vetting activities, fully tailored to PESCO's operational and reporting requirements.
- Configure the dashboard with user roles and access privileges for PESCO management, PD (C&O), concerned field offices, and other authorized users.
- Ensure the dashboard provides **real-time monitoring** of:
 - Receipt and registration of proposals.
 - Assignment of vetting activities.
 - Technical review status.
 - Field inspection schedules and progress.
 - Compliance observations.
 - Non-conformities and corrective actions.

- Completion verification status.
 - Approval workflow.
 - Pending and overdue activities.
 - Consultant performance indicators.
- Develop configurable dashboards with drill-down capability from PESCO level to Circle, Division, Sub-Division, Project, Scheme, and individual proposal level.
 - Integrate GIS-based visualization, to display project/ work locations, inspection status, and progress on interactive maps.
 - Develop automated Management Information System (MIS) reports and Key Performance Indicators (KPIs) with configurable filters by PESCO (C&O)/Operation division/sub division/Circle, financial year, funding source, work category, and reporting period as required by PESCO.
 - Generate and submit **daily, weekly, fortnightly, monthly, quarterly, and annual progress reports** through the dashboard. The system shall automatically generate graphical summaries, trend analyses, pending cases, compliance statistics, and performance reports.
 - Configure automated alerts and notifications for pending approvals, delayed inspections, overdue reports, critical observations, and non-compliance cases through email and dashboard notifications.
 - Maintain centralized digital registers and databases of proposals, field inspections, observations, technical comments, recommendations, approvals, verification reports, photographs, GIS locations, and supporting documents.
 - Ensure complete document management with version control, audit trails, user activity logs, searchable records, backup, data security, and data integrity throughout the contract period.
 - Facilitate export of reports and dashboard data in standard formats including PDF, Excel, Word, CSV, and GIS-compatible formats as required by PESCO.
 - Provide user manuals, administrator manuals, source code (where applicable), system documentation, training to PESCO staff, and technical support throughout the assignment. Upon completion of the contract, the dashboard, database, source files, documentation, and all associated data shall be handed over to PESCO without any restriction on future use.

4.8 Compliance, Governance and Auditability

- Verify compliance with applicable procurement rules, PESCO procedures, technical standards, safety requirements, and directives issued by the competent authority.
- Verify the completeness and validity of administrative, technical, and financial approvals, supporting documents, GIS records, and other documents required for processing and approval of the scheme.
- Maintain complete and auditable records of all technical reviews, inspections, observations, recommendations, reports, and supporting documents.
- Identify and report non-compliances, discrepancies, missing documentation, and recommend appropriate corrective and risk mitigation measures.

5. Workflow of Major Work Categories

1. Work Category	Initiation	Referral to Consultant	Consultant Output / PESCO Decision
HT/LT Works under ELR, DOP and similar electrical works	Concerned office/sub-division/division prepares proposal, estimate, BOQ, drawings and supporting documents.	Chief Engineer (P&E), PD (C&O) or nominated authority forwards to consultant after initial scrutiny/study.	The Consultant shall carry out technical review of BOQs, estimates, and supporting documents prepared by PESCO before approval to verify their technical correctness, quantities, and compliance with applicable standards. After execution of the works, the Consultant shall conduct physical field verification to confirm that the completed works conform to the approved SLDs, GIS maps, BOQs, specifications, and estimates, and submit a verification/certification report highlighting any deviations or non-compliances.
Deposit Works / Sponsor-Funded Works	Sponsor/field office(operation/construction) initiates HT/LT line, transformer, service network, rehabilitation, augmentation or other requirement.	Relevant PESCO office conducts initial feasibility and forwards complete documents to Consultant.	The Consultant shall carry out technical review of BOQs, estimates, and supporting documents prepared by PESCO before approval to verify their technical correctness, quantities, and compliance with applicable standards. After execution of the works, the Consultant shall conduct physical field

1. Work Category	Initiation	Referral to Consultant	Consultant Output / PESCO Decision
			verification to confirm that the completed works conform to the approved Sketch/SLDs, GIS maps, BOQs, specifications, and estimates, and submit a verification/certification report highlighting any deviations or non-compliances.
Safety Hazard Works	Concerned office prepares safety hazard proposal with site evidence and technical justification.	Proposal is routed as per PESCO-approved threshold, policy and competent authority directions.	Consultant verifies hazard authenticity, route, estimate, pictorial evidence and non-benefit certificate; recommendation is submitted to PESCO.
Spill-over / Ongoing / Completion-Stage Works, if included	PESCO identifies approved works under execution or completed works requiring quality verification, reconciliation or completion record.	Consultant reviews work order, approved estimate, material record, site position and execution evidence.	Consultant submits quality/discrepancy report, rectification verification and A-90/completion-related recommendation, where applicable.

6. Key Expert and Staffing Requirements

The Consultant shall deploy suitably qualified personnel as following with valid professional credentials and relevant experience. Replacement of any key expert shall require prior written approval of PESCO, and the replacement shall possess equal or better qualifications and experience.

Position	Minimum Qualification	Minimum Experience	Role in Assignment	Availability
Team Leader / Senior Electrical Engineer- 01 No	BSc Electrical Engineering; PEC Professional Engineer	12 years	Lead technical review, approve reports, oversee quality assurance, resolve complex technical issues and represent the Sole Consultant/JV in meetings. Preferably deployed by the Lead Partner in case of JV.	As proposed and approved.
Electrical Design / Site Engineer- 02 No	BSc Electrical Engineering with PEC registration.	8 years	Review network design, load assessment, conductors/cables, transformers, voltage drop and specifications. Support field verification, site inspection, measurements, electrical observations, photographic evidence and coordination with PESCO field formations	As proposed and approved.
GIS Analyst- 04 Nos 1 per Construction Division	BS GIS/Geomatics /Surveying, or relevant GIS qualification; ArcGIS/QGIS and GPS mapping experience preferred.	3 years	BS GIS/Geomatics /Surveying, or relevant GIS qualification; ArcGIS/QGIS and GPS mapping experience preferred.	As proposed and approved.
Surveyor (Quantity / Cost Estimation) -08 Nos 2 per Construction Division	DAE (Electrical) or relevant qualification.	01 year or fresh	Review BOQs, measurements, rates, cost estimates, variations, market-rate support and cost savings.	As proposed and approved.
Civil Sub-Engineer-02 Nos	DAE Civil or relevant qualification.	2 years	Support review of poles/structures, foundations, trenches, crossings, equipment pads and civil components of electrical works.	As proposed and approved.
Dashboard & Reporting Analyst- 01 No	BS (Computer Science)/IT or relevant qualification with experience in Website/Dashboard Design	3 years	Develop, maintain, and update the online project monitoring dashboard for all third-party vetting activities. Monitor PD (C&O) division-wise progress of proposals, technical vetting, field inspections, and completion verification. Maintain registers and databases of proposals, inspected works, observations, recommendations, and verification reports. Prepare daily, weekly, and monthly progress reports, dashboards, MIS reports, and performance summaries for PESCO. Ensure proper document control, record management, data integrity, and timely submission of project reports.	As proposed and approved.

7. Eligibility and Mandatory Requirements

Area	Minimum Requirement	Evidence Required
Mode of Participation	Participation is permitted as: (i) Sole Consultant; or (ii) Joint Venture (JV), Maximum JV members shall be two (02).	For Sole Consultant: legal registration documents. For JV: JV Agreement/MoU, authority letter, lead partner nomination and member profiles.
Legal Status	Sole Consultant and each JV member must be legally registered/authorised to provide consultancy services in Pakistan.	SECP/registration/incorporation documents, partnership deed/JV agreement, authority letter and firm profile.
Professional Registration	Sole Consultant or JV Lead Partner shall have valid PEC registration in relevant consultancy discipline/category/code. Specialist JV partners may contribute GIS/survey credentials, or other relevant registration.	PEC certificate/verification, GIS/professional credentials and relevant registrations.
Tax Compliance	Sole Consultant and all JV partners shall have valid NTN/STRN and Active Taxpayer status.	FBR/ATL evidence, PRA/SRB/KPRA registration and tax registration documents.
Relevant Experience	Sole Consultant: minimum two (02) years general consultancy/engineering experience. In case of JV each Partner must have minimum two (02) years general consultancy/engineering experience. combined JV experience will not be considered for scoring.	Completion certificates, contracts, work orders, client references and JV member experience sheets.
Financial Capacity	Sole Consultant: average annual turnover must not be less than PKR 35 Million during the last two financial years. JV: combined average annual turnover must not be less than PKR 50 Million during the last two financial years;	Audited financial statements/certified accounts for last two years, bank certificate,

Lead Partner Requirements	In case of JV, Lead Partner shall hold minimum 51% participation share, act as sole point of contact, sign correspondence and contract, coordinate all members, deploy Team Leader and ensure overall quality, reporting and performance.	JV Agreement, power of attorney/authority letter, lead partner undertaking and shareholding/participation schedule.
JV Partner Share	Non-lead JV partner shall hold minimum 20% participation share. All JV members shall be jointly liable for performance.	JV Agreement indicating percentage share, scope allocation, personnel contribution and liability undertaking.
Independence / Conflict of Interest	Sole Consultant and all JV partners shall have no association with contractors, suppliers, sponsors, manufacturers or firms whose works/proposals are to be vetted.	Confidentiality and conflict of interest undertaking from each member.
Non-Blacklisting	Sole Consultant and all JV partners shall not be blacklisted, debarred, suspended or declared ineligible by any public body, court, regulator or donor agency.	Affidavit/declaration from each member and verifiable evidence, if required.

7.1 Eligibility for Sole Consultant and Joint Venture (JV)

The proposal may be submitted either by a Sole Consultant or by a Joint Venture (JV). A JV members shall submit a formal agreement clearly identifying the Lead Partner, percentage participation, scope allocation, liability, authorized signatory and responsibilities of each member.

7.2 Evaluation of JV Experience and Capacity

For JV proposals, technical experience, GIS experience, manpower and financial capacity may be evaluated on a combined basis. However, the Lead Partner shall independently meet the minimum Lead Partner requirements and shall secure at least 50% of the available marks under Experience, Personnel and Financial Soundness categories.

7.3 Lead Partner Responsibility

The Lead Partner shall remain the principal representative of the JV before PESCO and shall be responsible for contract signing, correspondence, deployment of Team Leader, coordination among JV partners, quality assurance, submission of deliverables, invoicing and compliance with all contractual obligations.

7.4 Joint and Several Liability

All JV partners shall be jointly and severally liable for the due performance of the contract. Any change in JV composition, shareholding or nominated Lead Partner after submission shall require prior written approval of PESCO.

7.5 JV Documentation

The JV shall submit: (i) JV Agreement/MoU; (ii) Power of Attorney/authority letter in favour of the Lead Partner; (iii) member-wise scope and percentage share; (iv) legal, tax and registration documents of each member; (v) experience certificates of each member; (vi) financial statements/certified accounts of each member; and (vii) undertaking of joint and several liability.

8. Technical Evaluation Criteria

The technical bids/proposals shall be evaluated as per the following criteria. Evaluation shall be applicable to Sole Consultants and Joint Ventures (JV). In case of JV, experience, GIS capability, manpower and financial capacity may be evaluated on a combined basis; however, the Lead Partner must independently meet the minimum Lead Partner requirements stated in Section 7. The evaluation committee may verify documentary evidence, contracts, completion certificates, PEC/FBR registration, audited financial statements/certified accounts and expert credentials before award of marks. The minimum passing score shall be 70%.

Trait	Description	Requirement	Mark	Max Score
Registration of Firm	Sole Consultant or JV must demonstrate registration and certifications.	PEC Code 0542, 0539 and 0537	3	06
		FBR/KPRA registration of Sole Consultant or all JV partners, as applicable	1	
		ISO-9001 certification of Sole Consultant or any JV partner	1	
		Certification / GIS or relevant professional certification of Sole Consultant or any JV partner	1	
General Experience	Sole Consultant: minimum two (02) years general consultancy/engineering experience. Each JV Partner must have minimum two (02) years general consultancy/engineering experience. combined JV experience will not be considered for scoring.	Less than 5 years but more than 3 years	5	05
		Less than 3 years but more than 2 year	2	
		Less than 1 year	0	
Engineering Specific Experience	Sole Firm or Lead JV Partner must demonstrate experience in external electrification works, survey, planning and studies of distribution works (primary and secondary distribution) within the last Two (02) years.	More than 20 projects	10	10
		Less than 20 projects but more than 10 projects	5	
		Less than 10 projects but more than 2 project	2	
GIS Specific Experience	Sole Consultant or JV collectively shall demonstrate experience in GIS survey, planning and mapping of distribution works within the last two (02) years. GIS experience may be contributed by a specialist JV partner.	More than 07 projects	5	05
		Less than 07 projects but more than 4 projects	2	
		Less than 4 projects but more than 1project	1	
Financial Soundness	Sole Consultant shall be evaluated on its own turnover. For JV, combined average annual turnover of all JV partners may be considered; Audited/certified financial reports for the last two years shall be attached.	More than 50 MRs	5	05
		Less than 50 MRs but more than 35 MRs	3	
		Less than 35 MRs but more than 15 MRs	2	
		Less than 15 MRs	1	
Manpower and Project Team	Sole Consultant or JV shall propose a complete project team. For JV, Team Leader shall preferably be deployed by the Lead Partner and other experts may be proposed by	Team Leader-01	10	59
		Electrical Design/Site Engineer-02 Nos	10	
		Electrical Design/Site Engineer-01 Nos	5	

Trait	Description	Requirement	Mark	Max Score
	any JV member. Qualifications and experience of experts are mentioned in Section VI / TOR.	GIS Analyst-04 Nos (1 per Construction Division)	16	
		GIS Analyst-03	12	
		GIS Analyst-02	8	
		GIS Analyst-01	4	
		Surveyor-08 Nos (2 per Construction Division)	16	
		Surveyor-06 Nos	6	
		Surveyor-04 Nos	2	
		Surveyor- Less than 04	0	
		Civil Sub-Engineer (2 Nos.)	4	
		Civil Sub-Engineer (1 Nos.)	1	
		Dashboard & Reporting Analyst	3	
		Understanding of objective	2	
Approach and Methodology	Consultant shall provide consultancy methodology as per TOR.	Methodology / approach	3	10
		Work plan	3	
		Proposal presentation	2	
Total				100

Minimum passing marks in the Technical Evaluation shall be 70% (seventy percent), i.e., 70 marks out of 100. Only firms securing the minimum passing marks or above shall qualify for Financial Evaluation. Firms securing less than 70 marks shall be declared technically non-responsive and shall not be considered for Financial Evaluation.

The contract shall be awarded to the technically qualified firm quoting the lowest evaluated financial cost, subject to responsiveness, fulfilment of mandatory requirements, verification of documents, and approval of the competent authority.

8.1 Mandatory Requirements

- The Sole Consultant or JV Lead Partner must be registered with Pakistan Engineering Council (PEC), where applicable to the assignment.
- The Sole Consultant and all JV partners must be registered with FBR and must be active taxpayers.
- The Sole Consultant and all JV partners shall not be blacklisted or debarred by any company, individual, public-sector organisation, regulator or procuring agency.

8.2 Financial Evaluation Criteria (QCBS – Quality and Cost Based Selection)

- The Consultant shall submit separate Technical and Financial Proposals in accordance with this RFP.
- The evaluation shall be carried out under the **Quality and Cost Based Selection (QCBS)** method using the following weightage:
 - **Technical Proposal: 70%**
 - **Financial Proposal: 30%**
- The Technical Proposal shall first be evaluated out of **100 marks** in accordance with Section 8 of this RFP. The technical score obtained by each Consultant shall then be converted into its corresponding **70% weighted score**.
- Only those Consultants obtaining the minimum qualifying technical score specified in this RFP shall be considered for Financial Evaluation.
- The Financial Proposal shall carry a maximum weightage of **30%**. The Consultant offering the **lowest evaluated responsive financial proposal** shall receive the maximum Financial Score of **30 marks**, while the financial scores of the remaining Consultants shall be calculated proportionately using the following formula:
 - **Financial Score = (Lowest Evaluated Financial Proposal / Consultant's Evaluated Financial Proposal) × 30**
- The Final Combined Score shall be calculated as:
 - **Final Score = Weighted Technical Score + Weighted Financial Score**
- The Consultant obtaining the **highest combined score** shall be ranked first and recommended for award of the Contract, subject to fulfillment of all mandatory requirements and approval by the Competent Authority.

10. Price Schedule and Payment Mechanism

The Consultant shall quote a single percentage (%) of the total estimated cost of the works as the Consultancy Fee. The quoted fee shall be deemed to include all costs associated with mobilization, technical review, GIS verification, field surveys, professional services, office overheads, reporting, quality assurance, taxes, and all incidental expenses necessary for the satisfactory completion of the assignment.

Sr.	Consultancy Services	Percentage of Total Consultancy Fee
1	Technical Review and Vetting of Work Review and independent technical vetting of estimates, drawings, BOQs, specifications, GIS maps, route alignments, and validation of technical and financial proposals before execution of following activity: a) HT/LT Works under ELR, DOP and similar electrical works	30% for each activity

Sr.	Consultancy Services	Percentage of Total Consultancy Fee
	b) Deposit Works / Sponsor-Funded Works specifications.	
2	Construction Monitoring, Site Verification, Quality Assurance and Technical Compliance Verification of material utilization, monitoring of construction quality, GIS verification, Site verification, field inspections, reconciliation of executed quantities, compliance with approved standards, and preparation of interim technical reports of following activities: a) Deposit Works / Sponsor-Funded Works specifications. b) Safety Hazard Works c) Spill-over (Ongoing / Under-Execution Works HT/LT ELR/DOP, REP, Other Deposit Works, and DOP Safety Hazard Works) d) Spill-Over (Already Executed; A-90 Pending) e) Newly issued HT/LT Works under ELR, DOP and similar electrical works	55% for each activity
3	Project Reporting, Final Verification and Completion Documentation – Submission of monthly progress reports, final technical vetting report, GIS data, completion verification, A-90/Completion Report review (where applicable), final recommendations and project close-out documentation of following activities: a) Deposit Works / Sponsor-Funded Works specifications. b) Safety Hazard Works c) Spill-over (Ongoing / Under-Execution Works HT/LT ELR/DOP, REP, Other Deposit Works, and DOP Safety Hazard Works) d) Spill-Over (Already Executed; A-90 Pending) e) Newly issued HT/LT Works under ELR, DOP and similar electrical works	15% for each activity
Total Consultancy Fee		100%

Note:

The quoted consultancy percentage shall remain fixed throughout the Contract and shall include all costs associated with professional services, mobilization, travel, field surveys, GIS verification and mapping, technical vetting, estimate checking, documentation, reporting, quality assurance, overheads, taxes, and all other obligations specified in the RFP, unless otherwise provided in the Contract.

11 Term of Payment

The following payment terms shall apply to completed, spill over and new works which includes HT/LT works, deposit works, Safety Hazard works or an other applicable electrical works, unless modified by the competent authority in the final contract. Payment shall be made on a milestone basis against the total consultancy fee quoted by the successful Consultant,

Milestone	Deliverables	Payment
1st Payment	Technical vetting of estimates, drawings, BOQs, specifications, GIS maps, route alignments, and technical and financial proposals prior to execution	20%
2nd Payment	Completion of field surveys, GIS verification, reconciliation of executed quantities, compliance with approved standards, and acceptance of interim deliverables by PESCO.	40%
3rd Payment	Submission and approval of the Final Report, Final Deliverables, Completion Documentation (including A-90 review where applicable), and successful completion of the assignment.	40%

11.1 Special Payment Conditions

- In case a work is declared not feasible on technical grounds, or non-compliant with the criteria for ELR, DOP, deposit works, HT/LT works or applicable standards other than Right of Way (R.O.W.) issues, the fee paid to the Consultant for the said work shall be adjusted against forthcoming projects.
- The Consultant shall ensure that no HT/LV proposal has been prepared to facilitate any individual consumer. For this purpose, the Consultant shall provide a certificate. If such facilitation is found, the Consultant shall be held responsible and this may lead to termination of the contract at any time during the currency of the contract.

11.2 Documents Required for Payment

- Triplicate invoices duly verified by the Procuring Agency.
- Certificate for completion report of assignment.
- General Sales Tax duly verified by FBR.
- Any other document required by Director Finance, P&E or the competent authority.
- No payment shall be processed for incomplete, rejected, unsupported or unsatisfactory work.
- No advance payment shall be made unless specifically approved by competent authority and permitted under applicable rules.
- All payments shall be subject to acceptance by PESCO, contract terms, applicable taxes, duties, deductions, penalties and recoveries.
- The Consultant shall not claim additional payment for rework caused by its own errors, omissions, defective reporting or failure to follow approved methodology.

12. Reporting, Coordination and Acceptance

- The Consultant shall report to the competent authority, nominated focal person or committee designated by PESCO.
- All communication shall be in writing through official channels. Urgent verbal directions shall be confirmed in writing.
- The Consultant shall maintain a register of documents received, reports submitted, observations issued, responses received, cases pending and cases finalised.
- Regular review meetings shall be held fortnightly, monthly or as directed by PESCO.
- Reports shall be submitted in hard copy and editable soft copy, and in any digital/dashboard format prescribed by PESCO.
- The Consultant shall not issue instructions to contractors, sponsors or field formations unless specifically authorized in writing by PESCO.
- All final recommendations shall be submitted to PESCO. The Consultant shall not communicate approvals/rejections to third parties without authorisation.

13. Performance Monitoring and Penalties

KPI	Target / Standard	Monitoring Method	Consequence of Non-Performance
Timely submission of reports	At least 90% reports within approved timelines.	Report register and date tracking.	Delay penalty, warning, withholding of payment or termination for persistent delay.
Technical accuracy	Correct calculations, quantities, observations and standard references.	Committee review/random audit.	Rework at Consultant cost, warning or rejection of report.
Cost correction/savings identification	Clear identification of overestimation, duplication, omissions and reasonable savings where applicable.	Comparison of submitted and verified estimates.	Performance score impact and corrective meeting.
Completeness of reports	Each report includes scope review, BOQ check, drawing/specification review, checklist and recommendation.	Checklist verification.	Report returned without payment until complete.
Response to queries	Response within three (3) working days unless extended by PESCO.	Query log and correspondence.	Warning or performance deduction.
Confidentiality and independence	No unauthorized disclosure, conflict of interest or association with vetted parties.	Declarations, complaint review and due diligence.	Disqualification, termination, penalty/recovery and legal action where applicable.

- PESCO may reject any report that is incomplete, unsupported, technically incorrect or inconsistent with the TOR.
- The Consultant shall correct rejected reports without additional cost within the time specified by PESCO.
- Repeated poor performance may result in penalty, withholding of payment, poor performance certificate, contract termination and/or action under applicable procurement rules.

14. Confidentiality, Independence and Conflict of Interest

- The Consultant shall maintain strict confidentiality of all technical, financial, commercial and official documents received or generated during the assignment.
- All documents, data, drawings, estimates, BOQs, reports and records shall be used only for the authorised purpose of this assignment.
- The Consultant shall declare any actual, potential or perceived conflict of interest before taking up any assignment and immediately during the contract if a conflict arises.
- The Consultant shall not be associated directly or indirectly with any contractor, supplier, sponsor, manufacturer or firm whose works, estimates, designs or proposals are being vetted.
- The Consultant shall not use inside information for personal, commercial or third-party benefit.
- Any breach of confidentiality, concealment of conflict of interest or misuse of official information may lead to rejection, termination, recovery of losses and legal action under applicable law.

15. Contract Duration, Mobilization and Termination

The initial duration shall be twelve (12) months from the date of commencement stated in the contract/work order, extendable subject to requirement, satisfactory performance, budget availability and approval of the competent authority. Extension shall not be a right of the Consultant.

- The Consultant shall mobilize the approved team within the time specified by PESCO.
- Delay in mobilization without valid reason may attract penalties or other contractual action.
- PESCO may terminate the contract for persistent poor performance, breach of confidentiality, conflict of interest, misrepresentation, non-mobilization, abandonment of work, repeated delay or failure to correct defective reports.
- Upon termination, the Consultant shall immediately hand over all documents, records, data, reports and work in progress to PESCO.

16. Special Certificates to be Provided by Consultant

Certificate / Statement	Purpose
Route and Site Feasibility Certificate	To confirm that route/profile, clearances, spans, ROW/, site conditions and construction feasibility have been reviewed.
Non-Facilitation Certificate	To confirm that the proposal has not been prepared to facilitate any individual consumer, person, contractor, supplier or entity.

Certificate / Statement	Purpose
Safety Hazard Authenticity Certificate	To confirm that safety hazard proposals are genuine, supported by site evidence and technically justified.
Cost Reasonableness Certificate	To confirm that quantities, rates, contingencies and cost assumptions have been verified against approved basis.
Technical Compliance Certificate	To confirm compliance with approved specifications, drawings, standards, safety requirements and departmental procedures.
Material / A-90 Verification Certificate, if applicable	To confirm material verification, reconciliation and completion documentation review where such work is included in the assignment.

17. Documents to be Submitted with Proposal

Sr.	Document Required
1	Company/JV profile, legal status documents and organisational structure.
2	NTN/STRN where applicable and Active Taxpayer proof of Sole Consultant and all JV partners.
3	Valid PEC or relevant professional registration certificate of Sole Consultant or JV Lead Partner, and relevant credentials of other JV partners where applicable.
4	CNIC of proprietor/authorised signatory, authority letter/board resolution/power of attorney; in case of JV, authority in favour of Lead Partner.
5	Audited financial statements/certified accounts for last two years or bank certificate/credit evidence of Sole Consultant or each JV partner, as applicable.
6	Relevant project experience certificates, contracts, work orders and client references of Sole Consultant or JV members.
7	CVs of key experts with qualifications, PEC/professional registration, experience evidence and availability undertakings.
8	Technical proposal including understanding, methodology, JV/member-wise work plan, QA plan and team deployment.
9	Signed financial proposal in the prescribed format. In case of JV, proposal shall be signed by the Lead Partner/authorised representative.
10	Affidavit/declaration of non-blacklisting, non-debarment and non-involvement in corrupt/fraudulent practices from Sole Consultant or each JV partner.
11	Confidentiality and conflict of interest undertaking from Sole Consultant or each JV partner.
12	JV Agreement/MoU, Lead Partner nomination, percentage share and joint and several liability undertaking, where applicable.
13	Any other document required by PESCO in final RFP/data sheet/invitation letter/procurement notice.

18. PESCO Support and Transportation

PESCO shall provide transportation facilities, for the Consultant's personnel to access project sites, locations relevant to the assignment whenever site visits or field verification activities are required. A designated representative of PESCO shall accompany, guide, and facilitate the Consultant's team in identifying site locations, coordinating with field formations, and obtaining access to relevant records and facilities. PESCO shall also extend all reasonable logistical, administrative, and operational support necessary for the effective execution of the assignment, within the limits of its authority, available resources, and applicable policies.

19. Law & Order Situation / Special Site Conditions

In the event of law & order situation, route modifications, Right-of-Way (ROW) constraints, utility conflicts, unforeseen site conditions, or any other circumstances requiring additional technical assessment arise during the execution of the assignment, the matter shall be jointly reviewed by PESCO and the Consultant. A mutually convened meeting shall be held to evaluate the scope, complexity, technical implications, resource requirements, and cost impact of such conditions. Any determination as to whether the additional work falls within the existing scope of services or requires separate treatment, variation, amendment, or compensation shall be made only through mutual consultation and formal written agreement between PESCO and the Consultant.

PRICE SCHEDULE FORM

Activity	Description of Consultancy Service (Heads of works):	Estimated Annual Budget / Sponsor Fund for One year (PKR Million)	Consultant's offer in %age of per proposal including all taxes, duties etc excluding GST	Total amount
1	2	3	4	5 = 4 x 3
a	HT/LT Works under ELR, DOP and similar electrical works	2720.00		
b	Deposit Works / Sponsor-Funded Works specifications.	4000.00		
c	Safety Hazard Works	50.00		
d	Spill-over (Ongoing / Under-Execution Works (HT/LT ELR/DOP, REP, Other Deposit Works, and DOP Safety Hazard Works)	000.00		
e	Spill-Over (Already Executed; A-90 Pending)	5000.00		
	Total Cost of the Financial Proposal:	15770.00		

Note:

- Amount mentioned above is tentative, it may be increased or decreased.
- PESCO reserves the right to sign contract for any of the above items or all items.
- Rates shall remain valid for (01) year from signing of the contract without any adjustment/escalation.
- Price shall include all remuneration of experts, dine, TA/DA, boarding, & lodges etc including all Taxes as well as PST but excluding GST.
- Bidder will quote price for entire price schedule; partial quotation will lead to rejection of proposal.
- In case of any of the item will not be completed by contractor, performance guarantee will be forfeited, and case will be forwarded for blacklisting as per PESCO rules.

Bidder Signature: _____

Annexure A - Technical Proposal Submission Form

RFP No.: _____ Location: _____ Date: _____

To,

Peshawar Electric Supply Company (PESCO)

Dear Sir/Madam,

We, the undersigned, offer to provide consultancy services for Independent Technical Vetting of Estimates, Proposals, Designs and Works of PD (C&O) and Chief Engineer (P&E), including Deposit Works, ELR, DOP and other Electrical Works (HT or LT, as applicable), in accordance with the Request for Proposal and our Technical and Financial Proposals.

We declare that all information and statements made in this Proposal are true and accept that any misrepresentation may lead to disqualification, termination, forfeiture of security, recovery and action under applicable law.

We further declare that we have no conflict of interest, are not blacklisted/debarred, shall maintain confidentiality and shall observe all applicable procurement, engineering, tax and regulatory requirements.

Authorised Signature: _____

Name and Title of Signatory: _____

Name of Consultant / JV: _____

Address: _____

Contact Information: _____

Company Stamp / Seal: _____

Annexure B - Consultant's Organisation and Experience

A. Consultant's Organisation: Provide a brief description of the background, ownership, organisational structure, professional registration, offices and relevant resources of the consultant/JV members.

Duration	Assignment Name / Main Deliverables	Client / Procuring Agency	Approx. Value	Contract	Role on Assignment



Annexure C - Approach, Methodology and Work Plan

The Consultant/ JV shall explain its understanding of the assignment, proposed technical approach, methodology, quality assurance process, staffing plan, internal review mechanism, timeline control, reporting formats and risk-management approach.

Required Component	Consultant's Response
Understanding of Assignment	
Technical Approach for Estimate/BOQ Vetting	
Design / Drawing / Specification Review Methodology	
Site Verification and Safety Review Methodology	
Cost Verification and Rate Analysis Methodology	
Quality Assurance and Internal Approval Process	
Work Plan and Milestones	

Required Component	Consultant's Response
Team Deployment and Coordination Plan	



Annexure D - Work Schedule and Deliverable Planning

Deliverable	Month 1	Month 2	Month 3	Month 4-6	Month 7-12	Total / Remarks
D-1 Inception Report						
D-2 Vetting Reports						
D-3 Site Inspection Reports						
D-4 Monthly Progress Reports						
D-5 Final Completion Report						

Annexure E - Team Composition and Key Experts Inputs

No.	Name	Position	Home Input	Field Input	Total Input	Remarks
K-1		Team Leader / Senior Electrical Engineer-01				Preferably Lead Partner staff in case of JV
K-2		Electrical Design/Site Engineer-02 Nos.				
K-3		GIS Analyst-04 Nos one per PD(C&O) Division				
K-4		Surveyor – 08 (02 for each construction division)				
K-5		Civil Sub-Engineer - 02 Nos.				
N-1		Dashboard & Reporting Analyst-01				

Annexure F - CV Format for Key Experts

Field	Details
Name of Expert	
Proposed Position	
Nationality / CNIC	
PEC / Professional Registration No.	
Qualification	
Total Experience	
Relevant Experience	
Current Employer	
Relevant Projects Undertaken	
Role in this Assignment	
Availability for Assignment	
Signature of Expert	
Date	



Annexure G - Financial Proposal Submission Form

RFP No.: _____ Date: _____

To:,

Peshawar Electric Supply Company (PESCO)

We, the undersigned, offer to provide consultancy services for the assignment in accordance with the Request for Proposal and our Technical Proposal. Our attached Financial Proposal is inclusive of all applicable costs, taxes, duties and charges except those specifically stated as reimbursable and approved by PESCO.

Total Financial Proposal: PKR _____

Amount in Words: _____

Authorised Signature: _____

Name and Title: _____

Name of Consultant / JV: _____

Company Stamp / Seal: _____

Annexure I - Proposal Security Form

To,

Chief Executive Officer
Peshawar Electric Supply Company (PESCO)

Whereas [name of the Consultant] (hereinafter called "the Consultant/Service Provider") has submitted its proposal dated [date of submission of Proposal] for the provision of [name and/or description of the consultancy services] (hereinafter called "the proposal").

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called "the Bank"), are bound unto [name of PA] (hereinafter called "the Procuring Agency") in the sum of [amount] for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

1. If the Proposal

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

2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Proposal Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: in the capacity of

Signed

[Signature of the Bank]

Dated on day of 20

Annexure J - Declaration of Non-Blacklisting

To,

Peshawar Electric Supply Company (PESCO)

We, the undersigned, hereby declare that our firm/organisation/joint venture/individual consultant has not been blacklisted, debarred, suspended or declared ineligible by any government, semi-government, autonomous body, public-sector organisation, donor agency, court of law or regulatory authority. We further declare that no material fact has been concealed and PESCO may verify this declaration from any relevant source.

We understand that any false statement, concealment or misrepresentation may result in rejection of proposal, termination of contract, forfeiture of security, recovery of losses and action under applicable law.

Name of Consultant/ JV: _____

Authorised Signatory: _____

Designation: _____

Signature and Stamp: _____

Date: _____

Annexure K - Confidentiality and Conflict of Interest Undertaking

We undertake to maintain strict confidentiality of all technical, financial, commercial and official information received from PESCO or generated during the assignment. We shall not disclose, copy, use or transmit such information except for the authorised purpose of this consultancy.

We declare that we have no actual, potential or perceived conflict of interest in relation to the assignment. We further undertake that we are not associated with any contractor, supplier, sponsor, manufacturer or firm whose works, estimates, designs or proposals are being vetted under this assignment. If any conflict arises during the assignment, we shall immediately notify PESCO in writing and shall act according to PESCO instructions.

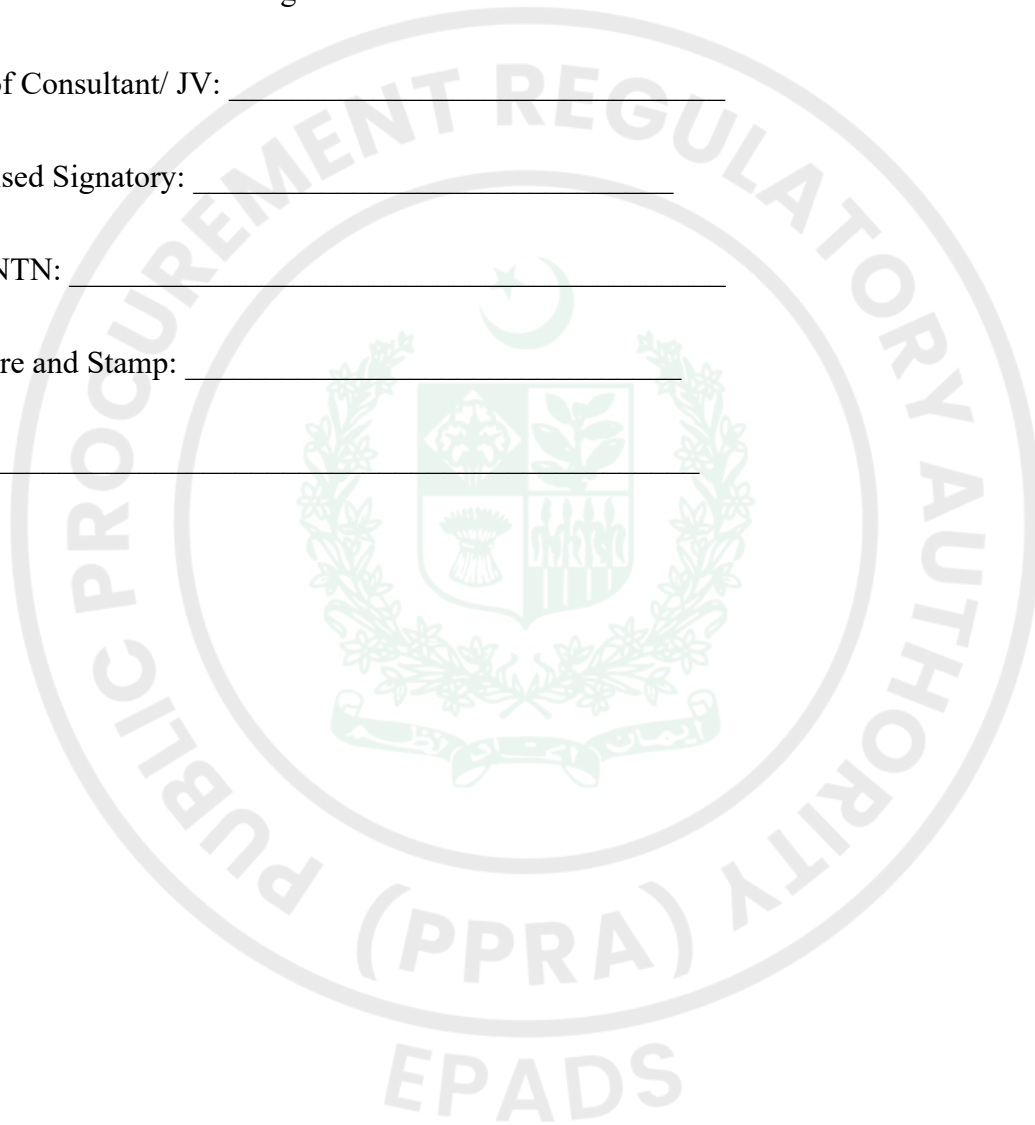
Name of Consultant/ JV: _____

Authorised Signatory: _____

CNIC/NTN: _____

Signature and Stamp: _____

Date: _____



Financial Situation and Performance

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: [insert full name]

Date: [insert day, month, year]

Joint Venture Member Name: [insert full name]

IFP No. and title: [insert IFP number and title]

Page [insert page number] of [insert total number] pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous [insert number] years, [insert in words] (amount in currency, currency, exchange rate*, PKR equivalent)				
	Year 1	Year 2	Year 3		
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

* Refer ITA 14 for the exchange rate

3. Financial documents

The Applicant and in case of JV, members of JV shall provide copies of financial statements for [number] years pursuant Section III, Qualifications Criteria and Requirements. The financial statements shall:

- (a) reflect the financial situation of the Applicant or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the [number] years required above; and complying with the requirements.

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Application, the reason for this should be justified.

Average Annual Turnover (Annual Sales Value)

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

IFP No. and title: *[insert IFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

Annual Turnover Data			
Year	Amount Currency	Exchange rate* (If applicable)	PKR equivalent
<i>[indicate calendar year]</i>	<i>[insert amount and indicate currency]</i>		
		Average Annual Turnover **	

* Refer ITA for date and source of exchange rate.

** Total PKR equivalent for all years divided by the total number of years. See Section III, Qualification Criteria and Requirements, ITA.