

**ENERGY DEPARTMENT
GOVERNMENT OF THE PUNJAB**



REQUEST FOR PROPOSALS

CONSULTANCY SERVICES

FOR

**“DUE DILIGENCE OF FEASIBILITY REPORT, FINANCIAL STRUCTURING
PREPARATION OF PC-I, MANAGEMENT OF BIDDING PROCESS AND
CONSTRUCTION SUPERVISION OF 2x660MW COAL POWER PROJECTS,
IN DISTRICT SAHIWAL ON EPC PLUS FINANCE MODE INCLUDING
SUPPLIERS’ CREDIT”**

(FAST TRACK PROJECT)

PUNJAB POWER DEVELOPMENT COMPANY LIMITED

(March, 2014)

Section 1: Letter of Invitation

Date: _____

SUBJECT: LETTER OF INVITATION

1. The Government of the Punjab, Energy Department has planned to establish 2x660 MW Coal Fired Power Project at Qadirabad in District Sahiwal on EPC Plus Finance Mode. The services of an national/international consultant firm / joint venture with national firms are required for the following purposes:

- a Phase-I Due Diligence of Feasibility study, Financial Structuring. Preparation of PC-I.
- b Phase-II Management of Bidding Process for Power Plant Procurement
- c Phase III Construction Supervision and Contract Administration

Punjab Power Development Company Limited, Energy Department, Government of Punjab invites technical and financial proposals in two separate envelopes to provide the following consulting services: “Due Diligence of Feasibility study, Financial Structuring, Preparation of Tender Design, Tender Documents and Management of Bidding Process for Power Plant Procurement and Construction Supervision for establishment of 2x660 MW Coal Fired Power Project in District Sahiwal on EPC plus Finance Basis. Details on the services are provided in the Terms of Reference attached.

2. The Consultant will be selected under the Selection Method: **Quality and Cost Based Method** in accordance with the relevant provisions of **Punjab Procurement Regulatory Authority Rules 2014**.

3. The RFP includes the following additional documents:

Section 2 - Instructions to Consultants (including Data Sheet)

Section 2A- Eligibility Requirements

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract

4. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information

required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.

5. Firms should submit details of minimum **three (03) number of relevant assignments** (Due Diligence of Feasibility Study of Coal Fired Power Project in super critical mode, Bidding Documents on EPC plus finance basis including supplier's credit and Construction Supervision) completed by them during last ten (10) years for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.
6. CVs of key personnel corresponding to the list given in the Data Sheet should provide details of **three (03) relevant assignments** done by the individual in the past; including project wise experience with exact time duration and cost of the consultancy services.
7. Further following documents must be attached:
 - Certificate of registration with approved professional body/PEC along with renewal letter.
 - Copy of Registration with Securities & Exchange Commission or Registrar of Firms.
 - Documents to substantiate the forming of JV/Association (If applicable).
 - Copy of Registration with Income Tax Department.
 - Audited financial statements for the last three (3) years.
 - Average annual turnover for the last three (3) years.
 - A certificate / affidavit that the firm is not blacklisted by any Govt. / Autonomous Body

Yours Sincerely,

(Syed Farrukh Ali)
Chief Executive Officer
Punjab Power Development Company Limited,
77-Shah Jamal Colony
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Section 2: Instructions to Consultants

Definitions

- (a) “Client” means the organization with which the selected Consultant signs the Agreement for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of the Punjab, Energy Department.
- (g) “Instructions to Consultants” means the document, which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the shortlisted Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means this Request for Proposal prepared by the Client for the selection of Consultants.
- (l) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with whom the Consultant, sub-contracts any part of the Services.
- (n) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (o) “Short Listed Firms” mean the firms meeting the prescribed conditions given at Sr. No. 7 of the invitation letter at Section 1, above.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Shortlisted Consultants (firms meeting the prescribed conditions given at Sr. No. 7 of the invitation letter) are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for Contract negotiations and ultimately for signing Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6 Government of Punjab, policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth

below:

Conflicting activities

- i. A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- ii. A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- iii. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded an Contract,

unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Punjab, Energy Department throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, 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.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 The Government of Punjab, Energy Department requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Government of Punjab, Energy Department:

a) defines, for the purpose of this paragraph, the terms set forth below as follows:

i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a

public official in the selection process or in contract execution;

ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

iii. “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;

iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab, Energy Department contract if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Punjab, Agriculture Department contract; and

d) will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab, Energy Department to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Government of Punjab, Energy Department.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Punjab, Energy Department in accordance with the above para 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- Only one Proposal** 1.10 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- Proposal Validity** 1.11 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility of Sub-Consultants** 1.12 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
- 2. Clarifications and Amendment of RFP Documents** 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an

amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with any other shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. Any associations must be clearly indicated in the technical proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Technical Proposal Format and Content

3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A-4 or letter size paper.

(a) A brief description of the Consultants' organization and an outline of recent experience of

the Consultants (each partner in case of joint venture) on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign

and local Professional staff.

- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Consultant is subject to payment of any taxes.

3.8 Consultants should express the price of their services in Pakistan Rupees. Prices in other currencies should be converted to Pakistan Rupees using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The

person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE**”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- Evaluation of Technical Proposals**
- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only for QCBS, Fixed Budget Selection, and Least-Cost Selection)**
- 5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Consultants sufficient time to make arrangements for attending the opening.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The

Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 5.7 The lowest evaluated Financial Proposal shall be given maximum score and considered for award of contract.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

**6. Negotiations
Award of
Contract**

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the Negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**Technical
negotiations**

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions

made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations, which will be signed by the Client and the Consultant.

Financial negotiations

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations The Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. Award of Agreement

7.1 After completing negotiations The Client shall award the Contract to the selected Consultant and publish details on the PPRA and Energy Department website and promptly notify all Consultants who have submitted proposals. After

Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Consultant Selection Guidelines relating to fraud and corruption.

Instructions to Consultants

DATA SHEET

Paragraph Reference	
Definition	g) the word shortlisted shall be omitted
1.1	Name of the Client: Punjab Power Development Company Limited Energy Department, Government of the Punjab Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Name of the assignment is: Due Diligence of Feasibility Study, Financial Structuring, Preparation of PC-I, Management of bidding Process and Construction Supervision for the establishment of 2x660MW Coal Power Project at Qadirabad in District Sahiwal on EPC Plus Finance mode including Supplier's Credit.
1.3	A pre-proposal conference will be held on 08-04-2014 The Client's representative is: Chief Executive Officer, Punjab Power Development Company Limited, 77-Shah Jamal, Lahore. and; Project Manager (Thermal) Telephone: +92-42-99239871 Fax: +92-42-37584018 Email: ppdcl.ceo@energy.punjab.gov.pk Email: ppdcl.advisor@energy.punjab.gov.pk
1.4	The Client will provide at no cost to the Consultants: Nil
1.6.1 (a)	The Client envisages the need for continuity for downstream work: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.12	Proposals must remain valid 90 days w.e.f. the last date submission
2.1	Clarifications may be requested not later than 10 days prior to the closing date for submission of Technical and Financial Proposals. Clarifications may also be sought by sending an electronic request at the following e-mail address given above

3.1	Proposals shall be submitted in the following language: English Information in any other language shall be accompanied by certified translation in English.
3.4 (a)	Firms should submit details of three (03) number of assignments of similar complexity and scale (in terms of size) completed by them.
3.3 (b)	Not Applicable
3.4(e)	Estimated man-months are 1354 However the consultant may propose the staff inputs commensurate with its proposal/TORs.
3.4 (f)	CVs should contain details of three (03) relevant assignments done by the individual in the past.
3.4 (g)	Training is a specific component of this assignment: Yes ___ No <input checked="" type="checkbox"/>
3.4(h)	This sub-clause is added: The task is divided into three (3) Phases as outlined in the TORs. Technical and Financial Proposal shall be prepared accordingly.
3.6	<u>Applicable Reimbursable expenses in local currency</u> (i) cost of applicable international or local communications such as use of telephone, facsimile required for purpose of the services (ii) cost of necessary travelling expenses including transportation of the personnel by the most appropriate means of transport and the most direct practicable route (iii) cost of printing and dispatching of reports to be produced for the services (iv) Utility bills (v) Office rent and operation (vi) Office Equipment (vii) Generator usage expenses Following is added at the end of the sub-clause: The Financial Proposal shall commensurate with the Technical Proposal for each Phase i.e., Financial Proposal shall be prepared indicating segregated costs for each Phase i.e., I, II and III.
3.7	Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: Yes <input checked="" type="checkbox"/> No _____ The consultants shall submit financial proposals excluding taxes; however taxes should be indicated separately as per law of Pakistan The Client will deduct withhold taxes at source while making payments to the Consultant: [Yes] <input checked="" type="checkbox"/> No _____
3.8	Consultant to state Financial proposal in the national currency i.e. Pak Rupee: Yes <input checked="" type="checkbox"/> No _____ The date of exchange rates is: Seven (7) days before the submission of Technical and Financial Proposals.

4.3	Consultant must submit the original and six (6) copies of the Technical Proposal, and the original of the Financial Proposal.																																																						
4.5	<p>The Proposal must be submitted to:</p> <p>Chief Executive Officer, Punjab Power Development Company Limited, 77-Shah Jamal Colony, Lahore</p> <p>Proposals must be submitted no later than 1500 hours (PST, GMT+5) on 17-04-2014.</p>																																																						
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Company Profile:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td> a) Number of similar assignments (size & complexity)</td> <td></td> </tr> <tr> <td> 1. Completed projects of similar nature</td> <td style="text-align: right;">[45]</td> </tr> <tr> <td> b) Value (Cost) of similar assignments</td> <td></td> </tr> <tr> <td> 1. Completed projects of similar nature</td> <td style="text-align: right;">[35]</td> </tr> <tr> <td> c) Organizational structure</td> <td></td> </tr> <tr> <td> 1. ISO Certification</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td> 2. Organogram</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">Total = (A₁)</td> </tr> <tr> <td>(ii) Project Team Key Experts:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td> a. Team Leader/Project Manager</td> <td style="text-align: right;">[10]%</td> </tr> <tr> <td> b. Expert Boiler & Turbine (Expatriate)</td> <td style="text-align: right;">[10]%</td> </tr> <tr> <td> c. Specialist/s (Boiler/Steam Turbine Local)</td> <td style="text-align: right;">[6]%</td> </tr> <tr> <td> d. Expert/s (Ash Handling / Flue Gas Cleaning) Ex-pat</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td> e. Expert (Electrical) (Expatriate)</td> <td style="text-align: right;">[6]%</td> </tr> <tr> <td> f. Expert (Procurement/Contracts)</td> <td style="text-align: right;">[6]%</td> </tr> <tr> <td> g. Expert (Civil)</td> <td style="text-align: right;">[6]%</td> </tr> <tr> <td> h. Expert (Resettlement/Environmental)</td> <td style="text-align: right;">[5]%</td> </tr> <tr> <td> i. Expert (Finance and Tariff)</td> <td style="text-align: right;">[5]%</td> </tr> <tr> <td> j. Expert (Legal)</td> <td style="text-align: right;">[5]%</td> </tr> <tr> <td> k. Chief Resident Engineer</td> <td style="text-align: right;">[6]</td> </tr> <tr> <td> l. Resident Engineer (Civil)</td> <td style="text-align: right;">[5]%</td> </tr> <tr> <td> m. Resident Engineer (Mechanical)</td> <td style="text-align: right;">[5]%</td> </tr> <tr> <td> n. Resident Engineer (Electrical)</td> <td style="text-align: right;">[5]%</td> </tr> <tr> <td> o. Experts Commissioning (Expatriate)</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">Total = (A₂)</td> </tr> </tbody> </table>		<u>Points</u>	(i) Company Profile:	[100]	a) Number of similar assignments (size & complexity)		1. Completed projects of similar nature	[45]	b) Value (Cost) of similar assignments		1. Completed projects of similar nature	[35]	c) Organizational structure		1. ISO Certification	[10]	2. Organogram	[10]		Total = (A ₁)	(ii) Project Team Key Experts:	[100]	a. Team Leader/Project Manager	[10]%	b. Expert Boiler & Turbine (Expatriate)	[10]%	c. Specialist/s (Boiler/Steam Turbine Local)	[6]%	d. Expert/s (Ash Handling / Flue Gas Cleaning) Ex-pat	[10]	e. Expert (Electrical) (Expatriate)	[6]%	f. Expert (Procurement/Contracts)	[6]%	g. Expert (Civil)	[6]%	h. Expert (Resettlement/Environmental)	[5]%	i. Expert (Finance and Tariff)	[5]%	j. Expert (Legal)	[5]%	k. Chief Resident Engineer	[6]	l. Resident Engineer (Civil)	[5]%	m. Resident Engineer (Mechanical)	[5]%	n. Resident Engineer (Electrical)	[5]%	o. Experts Commissioning (Expatriate)	[10]		Total = (A ₂)
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The number of points to be assigned to the above position shall be determined considering the following three sub-criteria and relevant score:

- 1) Education and qualifications [20]
- 2) Relevant background/ Experience [75]
- 3) Time with firm [05]

Total score: 100

(iii) **Approach & Methodology:** [100]

- a) Understanding & Innovativeness [25]
- b) Methodology & Work plan [75]

Total = (A₃)

$$\text{Technical Score} = \frac{A_1 [35]}{100} + \frac{A_2 [45]}{100} + \frac{A_3 [20]}{100}$$

The minimum qualifying technical score points will be: **65** points
sub-criteria (As per Handbook for Consultant Selection issued by P& D Department 2007)

Number of Similar Assignments

Scoring in this segment is done on the basis of the similarity of the assignments in respect to their age (how long ago they were executed). The scoring is done in four steps.

Step 1:

The total number of assignments (TS) that were requested from the firm for technical evaluation

(Through the Request for Proposal) is distributed in the following table. (TS is 3).

		AGE		
		0-5 years ago	6-10 years ago	10+ years ago
SIMILARITY	Strong			
	Medium			
	Weak			

Total number of projects (T): _____

Step 2:

Each number in the former table (Step 1) is then multiplied with the weight in its corresponding

Cell from the table below:

WEIGHT (W)		1	0.65	0.3
		0-5 years	6-10 years	10 + years
1	Strong	1	0.65	0.3
0.65	Medium	0.65	0.442	0.195
0.3	Weak	0.3	0.915	0.09

Step 3:

The score in each box is summed up to get a total score (N) for the projects. N is

then divided by
 TS to get a standardized value (NS), i.e. $NS = N/TS$

Step 4:

NS is then multiplied with the following weights according to the value of T to get the component score.

T	WEIGHT (W)
1	0.3
2	0.65
3 or More	1

Component Score = NS x W x Points for similar assignments

Consultancy Value of Similar Assignments

One aspect of the firm's ability to undertake any given assignment successfully is whether the similar assignments it executed were also comparable in value to the present assignment.

Step 1:

The same assignments as above are distributed in the following table.

		RELATIVE SIZE OF ASSIGNMENT		
SIMILARITY		80% or more	50% - 80%	Less than 50%
	Strong			
	Medium			
	Weak			

Step 2:

Each number in the former table (Step 1) is then multiplied with the weight in its corresponding cell from the table below.

WEIGHT (W)		1	0.65	0.3
		80% or more	50% - 80%	Less than 50%
1	Strong	1	0.65	0.3
0.65	Medium	0.65	0.442	0.195
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Step 4:

NS is then multiplied with the following weights according to the value of T to get the component score:

T	WEIGHT (W)
1	0.3
2	0.65

3 or More	1
-----------	---

Component Score = NS x W x Points for consultancy value of similar assignments

In case value of the assignment is not given, its value shall be taken as less than 50%

Organizational Profile

Organizational profile will be measured by two components: a) quality management system and

b) Organizational structure.

Quality management system is marked on the basis of compliance to international quality

standards such as ISO, CMM, or other relevant certifications.

Organizational structure will be marked if the firm has a well-defined departmental structure,

such as Accounts, Support, Design, Sales, Quality Management, R&D etc

Both components have equal scores, i.e. 10 points each, and will get a 0 for 'no', or a 10 for 'yes' (i.e. no partial marks), depending on whether the firm meets the given criteria.

Education and Qualifications of Key Personnel's

Academic Qualifications

Qualification	Grade (G)
Bachelors Degree or equivalent	80%
Masters Degree or equivalent	90%
Post-graduate/Doctorate or equivalent	100%

Relevant background for each individual is evaluated on five factors:

1	Number of similar assignments (in past 10 yrs)	25%
2	Value of largest similar assignments (in past 10 yrs)	15%
3	Role in similar assignments 30	30%
4	Time Spent in similar assignments (in past 5 yrs)	30%

Number of Similar Assignments

The number of similar projects (N) listed on the individual's CV for the past 5 or 10 years (as decided by the CSC) is compared with a base value (TS) decided by the CSC.

Sub-component score = N/ TS x 25%

Value of Largest Similar Assignment

The value of the largest similar assignment listed on the individual's CV for the past 5 or 10 years (as decided by the CSC) is compared to the present assignment. The grading is then done according to the following table:

Value in comparison to present assignment	Grade (G)
>80%	100%
50%-80%	65%
<50%	30%

Sub-component score = G of 15%

Role in Similar Assignments

The role of the individual in previous similar assignments listed on his/her CV is compared to the proposed role in the present assignment. The grading is then done according to the following table:

		ROLE IN NO. OF SIMILAR PROJECTS	
GRADE (G)		2 or more	1
Comparison of Role	Exactly similar	100%	65%
	Support role to similar	65%	42.25%
	Slightly similar	30%	19.5%

Sub-component score = G of 30%

Time Spent in Similar Assignments

Time spent by the individual on similar projects in man-months (N) will be compared with the total number of possible man-months in the past 5 years, i.e. 60 months.

Sub-component score = $N/60 \times 30\%$

Time Spent with Firm

If an individual has been working with the bidding firm for 12 or more months, he/she will be given 5 marks, otherwise 0.

Approach & Methodology

This section will evaluate the firm’s solution to the given problem, i.e. the consultancy assignment. This sections, comprises two sections, i.e. a) Understanding & Innovativeness, and b) Methodology. Each section contains several questions that can be given either of the following grades depending on the content of the technical proposal:

GRADE (G)	QUALITY	WEIGHT (W)
A	Excellent	1
B	Good	0.65
C	Average/Below Average	0.3
D	Absent	0

Understanding & Innovativeness

Sr. #	QUALITY	Grade
1	What is the depth of the firm’s understanding of the	

	requirements and objectives of the consultancy assignment?	
2	What is the quality of the improvements to the TOR suggested by the consultant to improve the outcome of the assignment? OR If an alternate proposal is presented, what is the quality of that?	
3	What is the level of identification of potential risks that will affect the execution of the assignment, and what is the quality of the mitigation strategies proposed?	
4	What is the usage of background studies or analysis of existing works in the proposal?	
5	How suitable are the assumptions regarding the consulting assignment?	

Step 1:

Each grade is converted into its weight (W) and added up to get a total score (N).

Step 2:

N is divided by 5, i.e. the maximum attainable score, and multiplied with the component weight to get the component score:

Component score = N/5 x component score

Methodology

Sr. #	QUALITY	Grade
1	How in-depth is the Statement of Work: does it fully cover the scope of the assignment and is it sufficiently developed to ensure assignment completion?	
2	How developed is the Work Breakdown Structure (WBS) for the assignment?	
3	How clear is the mapping of the WBS to the given deliverables?	
4	How suitable is the Resource Assignment Matrix (RAM) and its linkage with the WBS?	
5	How suitable is the Work Plan (staffing schedule): is the resource utilization sufficient and practical?	

Step 1:

Each grade is converted into its weight (W) and added up to get a total score (N).

Step 2:

N is divided by 5, i.e. the maximum attainable score, and multiplied with the component

weight to get the component score:

Component score = N/5 x component score

5.7	<p>The formula for determining the financial scores is the following:</p> $Sf = 100 \times Fm / F$ <p>Sf is the financial score; Fm is the lowest price; and F is the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial Proposals (P) are:</p> $T = 0.80$ $P = 0.20$
6	Expected date and address for contract negotiations: 1 st week of May, 2014
7	Expected date for commencement of consulting services: Mid of May, 2014

Section 2A: Eligibility Requirements

1. General Instructions

- i. Consultant must be registered with Securities & Exchange Commission or Registrar of Firms.
- ii. Consulting firms may associate or form joint venture with local or foreign firm to enhance their technical and financial strength/qualifications.
- iii. The Consulting firm must be registered with Pakistan Engineering Council (PEC). Foreign firms must be registered as consultant with the professional body of the respective country;
- iv. Foreign firm will be required to get themselves registered with PEC in the relevant discipline before commencement of the services if awarded;
- v. If the Consulting firms are a Consortium/JV, there must be a Lead firm appointed through a Power of Attorney executed by all other Consortium firms but such Consortium is limited to maximum of 3 firms only;
- vi. Annual Audited financial statements of the Consulting firm/JV from recognized Chartered Accountant for the last three years
- vii. Consulting Firm must be registered with Income Tax Authorities and a copy of National Tax Number must be submitted with EOI.
- viii. Technical Proposals of only those consultants shall be evaluated who meets the eligibility requirements;
- ix. PPDCL may confirm the status of the Partners, Directors, and owners for the sake of conflict of interest before its inclusion in the short-list. For this purpose, the applicants should be required to provide this information in specific terms and any misrepresentation shall be made a ground for rejection. Firms may note that in case of their selection, any such links, if detected during the currency of their contract, would be reported to the PEC for cancellation of their registration/license leading to their blacklisting.
- x. PPDCL will not reimburse any cost or expenses incurred in connection with the preparation or delivery of the technical & financial proposals or visits to any office or site.
- xi. PPDCL shall be under no obligation to return any document or supporting materials submitted by the Consulting Firm.

2. Eligibility Requirements

Availability of following documents shall be checked to determine the responsiveness of the consulting firms:

- i. Certificate of registration of the firm as Legal Entity with Security Exchange Commission or Registrar of the firms;
- ii. Certificate of registration with Pakistan Engineering Council or any professional body for foreign firm in their country;

- iii. Documents to substantiate the forming of JV/Association as well as power of attorney in favour of lead partner to sign the proposals;
- iv. National Tax Number;
- v. Audited Financial Statements and average Annual Turnover for the past three years;
- vi. Annual turnover of Consulting Firm/JV/association must be at least Rs.600 million per annum;
- vii. A certificate / affidavit that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body;
- viii. Letter of submittals duly signed by the authorized person for Technical and Financial Proposals;
- ix. Information on the prescribed format given in Section 3 regarding technical and financial proposals.

3. Responsiveness

Consulting firm who fails to fulfill the eligibility requirements and does not submit any of documents listed in par 2 above along with proposals shall be considered as non-responsive and their Technical/Financial Proposals shall not be evaluated

Section 3: Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Value of the contract (in current PKR or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the contract (in current PKR or US\$):
Name of associated Consultants, if any:	N ^o of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED
BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____

2. Name of Firm [*Insert name of firm proposing the staff*]: _____

3. Name of Staff [*Insert full name*]: _____

4. Date of Birth: _____ **Nationality:** _____

5. CNIC No (if Pakistani): _____ **or Passport No:** _____

6. Education :

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. Membership of Professional Associations: _____

8. Other Training [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

- 1) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

- 2) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____

Activities performed: _____
3) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____
<i>[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]</i>

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹



Full time input
Part time input

Year: _____																	
N°	Name of Staff	Staff input (in the form of a bar chart) ²												Total staff-month input			
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total	
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
												Subtotal					
Local																	
1		[Home]															
		[Field]															
2																	
n																	
												Subtotal					
												Total					

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
- 3 Fieldwork means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year:

N°	Activity ¹	Months ²											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4: Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs
	Pak Rupees
Total Costs of Financial Proposal ²	

- 1 Indicate the total costs, net of local taxes, to be paid by the Client in local currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____
<i>Cost component</i>	Costs
	Pak Rupees
Remuneration ⁵	
Reimbursable Expenses ⁵	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the local currency.
- 5 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

Name ²	Position ³	Staff-month Rate ⁴
Local Staff		
		[Home]
		[Field]
Foreign Staff		
		[Home]
		[Field]

- Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- Indicate separately staff-month rate and currency for home and field work

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Sub-agreements		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Sample Form

Consulting Firm:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

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

SECTION 5:

TERMS OF REFERENCE

“CONSULTANCY SERVICES FOR DUE DILIGENCE OF FEASIBILITY REPORT, FINANCIAL STRUCTURING, MANAGEMENT OF BIDDING PROCESS FOR PROCUREMENT OF PLANT AND CONSTRUCTION SUPERVISION OF 2x660MW COAL POWER PROJECTS, IN DISTRICT SAHIWAL ON EPC PLUS FINANCE MODE INCLUDING SUPPLIER CREDIT

1. Background

Punjab Power Development Company Limited (PPDCL), a corporate entity under Energy Department Government of the Punjab is mandated to construct, operate and maintain power generation projects in the Punjab to meet energy shortage. PPDCL intends to construct 2x660MW Super Critical imported coal power project in District Sahiwal for procurement of design, financing and operations and maintenance. Feasibility Study of the project is available with PPDCL. For the said project, PPDCL intends to engage Consulting Firms for due diligence of Feasibility Study based on the current market conditions, fixing an upfront tariff for the project facilities and services, as per prevailing guidelines, appraising the Project, developing a revenue model and preparing PC-I, Tender level design, bidding documents and related documents including assistance in bid evaluation, award of the Project, Construction Supervision and Contract Administration.

1.2 The Consultant shall be guided in its assignment by the applicable laws, rules and regulation issued by the Government for development of project on Design, Build, Finance, and O&M basis for 2x660MW coal power project in District Sahiwal.

1.3 The Consultant shall be responsible for preparing the relevant Schedules of the Agreement and for bringing out any special feature or requirement of the Project as laid down in PPRA Rules 2014.

1.4 The Consultant shall assist the employer by furnishing clarifications as and when required particularly for the feasibility study, project financial structuring, project appraisal, Bidding documentations, award of the Project, project management and construction supervision.

1.5 The Consultant shall also assist the Employer in the pre-qualification and pre-bid conferences with the Bidders of the Project and assist the Employer in clarifying the technical, financial and other aspects arising from the Bid Documents or during redressal of the grievances etc.

1.6 The Consultant shall make available the Financial Expert and other Key Personnel to attend and participate in meetings, conferences and discussions with the Employer and shall otherwise advise on and assist the Employer in the diverse commercial, financial, technical and legal issues that may arise from time to time.

2. Rationale

In its endeavor to overcome energy shortages, the Energy Department, Government of the Punjab prepared a mid-term plan in FY 2011-12 for the development of power projects in public sector, private sector Joint venture mode based on different technologies. Since Punjab has limited resources of energy, therefore the plan is primarily focused on the establishment of imported/indigenous coal based power generation projects. Cost of electricity production through coal is much cheaper than on imported oil. Coal Fired Thermal power projects are need of the time so to reduce load shedding in winter when hydropower generations is very low. This will help to achieve the goals set forth in National Power Policy 2013 announced by Government of Pakistan as well.

2.1 The project is aimed at providing electric supply to National Grid by installing super critical imported coal power plants of adequate capacity to help narrow the gap in the supply and demand.

2.2 The objective of this Consultancy (the “**Objective**”) is to carry out due diligence of feasibility study report, project financial structuring, develop a revenue model, undertake a financial appraisal, and assist in the bidding process and award of the Project in a manner which ensures:

- a) participation by the best available companies in the bidding process;
- b) financing of the capital cost by the bidder; and
- c) Optimizing the revenue potential of the Project;
- d) Compliance with the laws, rules and regulations

2.3 The main goals of the project are given as under;

- a) To achieve energy generation self-sufficiency in order to support economic growth and reduce poverty.
- b) To reduce the load shedding problem.
- c) To ensure energy security in the province of the Punjab.

3. Period of Service

The consulting services spreads over a period of fifty (50) months from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Consultancy Services shall consist of three (3) Phases as described in the scope of work. Each subsequent Phase of services shall commence only subject to the successful completion of previous Phase and upon written order to commence by the Employer. If no such direction is issued, the contract shall deem to have been completed and no payment whatsoever shall be paid for the remaining activities enumerated in subsequent phases.

4. Scope of Work

- 4.1** This section provides an indicative scope of work for the consultants. It shall, however, be the responsibility of the consultants to carry out all the tasks including, but not limited to, assessment of technical, environmental, financial, economic, legal, institutional, social safeguards and other aspects of the project to successfully develop a project through procurement of goods, works and services under EPC plus finance mode including supplier credit. The consultants shall also be responsible to submit all periodical reports/analysis/documents as may be required by the Employer to successfully develop the project.
- 4.2** The Consultant is expected to be familiar with all background documentation and preparatory work conducted to date and shall be responsible for carrying out all tasks deemed necessary to facilitate procurement of plant on EPC plus finance mode including supplier credit and O&M for extended period beyond defect liability period. The Consultants shall take into consideration related studies currently being undertaken in Pakistan
- 4.3** The Consultant will look into the a) Technical requirements and design including performance specifications and standards, b) financial and economic aspect (financial and economic models will be prepared), c) environmental and social safeguards, d) legal and institutional aspect, and e) EPC plus finance including supplier credit structuring, among others. The scope of work is divided into three (3) phases. Specific tasks and activities include, but are not limited to, the following:
- 4.4 PHASE-I (Due Diligence of Feasibility Study and Financial Structuring)**

- 4.4.1 Due diligence of the feasibility study report with reference to strategic objectives of the Employer in relation to the Project and advising on the commercial and capital structuring, especially keeping in view the applicable Laws, Rules and Regulations for executing the project preferably in Engineering, Procurement, Construction (EPC) plus Finance mode including supplier credit;
- 4.4.2 The Consultant shall identify and quantify all costs, expenses and revenues of the Project, and shall prepare cash-flow statements for the concession period. Based on the above, the Consultant shall prepare the Revenue Model which will indicate the possible capital structures, likely sources of financing, the costs of financing, the cash flow, debt service, return on investment etc. (the “Revenue Model”). This would also include sensitivity analysis in relation to the critical parameters of the Revenue Model. Due diligence report and Revenue model shall be submitted within fifteen (15) days from the date of commencement of Phase-I (5 copies)
- 4.4.3 Recommend the appropriate institutional arrangement for implementation of the project taking into consideration the roles and responsibilities of all stakeholders within the legal framework;
- 4.4.4 Identify all legal requirements relating to project implementation (compliance with related laws) and suggest appropriate legal approaches to be undertaken in the implementation of the project;
- 4.4.5 The consultants shall identify risks associated with the project and formulate risk management plan;
- 4.4.6 Prepare the project real time based implementation schedule which will define and set time lines of the major phases of project works to achieve the desired objectives and submit the expected deliverables to the Employer from time of award to completion. The project implementation schedule should include the deliverables being set, major activities for each deliverable, and key milestones, among others.
- 4.4.7 Prepare a consolidated list of approvals/consents/clearances required from Government Instrumentalities for successful implementation of the project;
- 4.4.8 Based on the parameters specified in the Feasibility Study Report, reference tariff, Revenue Model, suitable mode of procurement, risks and

its management plan, Procurement Plan, Institutional Arrangement and implementation schedule, the Consultant shall prepare an Appraisal Report for the Project outlining the salient features of the Project inter-alia including its financial viability and its social and economic benefits with a view to estimating the likely IRR over a concession period. The Consultant shall submit an appraisal report along with PC-I within thirty (30) days of the commencement of Phase-I. (the “Appraisal Report”) for approval by Punjab Government.

- 4.4.9 Consultant shall prepare Pre-qualification Document (PQD) and pre-qualification criteria as well as invitation to prequalification:
- 4.4.10 Depending on the reference tariff worked out, the consultants shall assist the Employer either to file the petition for acceptance of upfront tariff notified by NEPRA or to file petition for feasibility level tariff determination by NEPRA;
- 4.4.11 The Consultants shall submit five (5) copies for each reports, and as many copies for PC-I and tariff documents as may be required by the Employer for its approval by concerned authorities. The assignment of phase-I shall be completed by all means not exceeding two (2) Months.

4.5 Phase-II Management of Bidding Process for Procurement of Power Plant The

- 4.5.1 Consultant shall recommend the most appropriate bid strategy in accordance with the laws, rules and regulations; prepare all necessary, bidding documents for procurement of plant on EPC plus finance including supplier credit and O&M.
- 4.5.2 Assist the employer for pre-qualification of the bidders, evaluation of the Statements of Qualification submitted by the potential bidders, Notification of pre-qualified bidder and assistance in grievances redressal if any received from the bidder in accordance with PPRA Rules, 2014;
- 4.5.3 Develop design criteria, Tender level design of the project components as necessary, and prepare final technical designs and drawings etc;
- 4.5.4 Prepare specifications of civil works, electro-mechanical equipment and ancillary equipment as may be necessary;
- 4.5.5 Prepare Bidding Documents in line with standard applicable PEC’s bidding documents and as per guidelines laid down in PPRA Rules 2014

for procurement of plant on EPC plus finance mode including supplier credit and O& M for extended period beyond the defect liability period;

- 4.5.6 Provide assistance in pre-bid conference, evaluation process and selection of the lowest responsive evaluated bidder including approvals from Provincial/Federal Government;
- 4.5.7 The Consultant shall review Implementation Agreement (IA) and Power Purchase Agreement (PPA) and assist the Employer to negotiate the terms and conditions with power purchaser agency for signing of the agreements as per tariff approved by NEPRA;
- 4.5.8 Provide assistance in negotiating the contractual provisions with the selected bidder in award and signing the contract
- 4.5.9 If necessary, the consultants shall submit revised PC-I in line with the lowest bid price;
- 4.5.10 The Consultants shall assist the employer to file petition for determination of revised tariff based on approved EPC bid if required;
- 4.5.11 The Consultants shall be responsible to provide five (5) copies of each document or as many copies of each document as deemed appropriate by the Employer for successful completion of Phase-II which shall be completed within nine (09) months.

4.6 PHASE-III (Project Management & Construction Supervision)

- 4.6.1 Subject to successful award and signing of the contract agreement and upon submission of performance guarantee as well as written order to commence by the Employer, the consultant shall perform the following activities under Phase III within thirty nine (39) months:
- 4.6.2 Provide assistance in review/ approval of detailed designs submitted by the EPC Contractor;
- 4.6.3 Verify the deliverables by the EPC Contractor as per schedule and specifications laid down in the contract;
- 4.6.4 Provide assistance to the Employer for procurement of coal through ICB, negotiation and signing of the Coal Supply Agreement;
- 4.6.5 Provide assistance to the Employer during pre-shipment inspection of Electro-mechanical equipment;
- 4.6.6 Overall supervision of the project during implementation/execution by exercising quality assurance standard;

- 4.6.7 Provide assistance in implementing environmental and social safeguards under the Environmental Management Plan.
- 4.6.8 Undertaking a social impact assessment;
- 4.6.9 Assist the Employer in pre-commissioning and final commissioning;
- 4.6.10 Assist the Employer in arranging Commercial Operation certificate from the Power purchaser.

4.7 Miscellaneous responsibilities of the Consultants.

- 4.7.1 Monthly/quarterly Progress Reports during the entire consultancy services for the project
- 4.7.2 Provide soft copies of all reports to the Employer including any software's.
- 4.7.3 Provide assistance in any matters incidental to the development of power projects;
- 4.7.4 Assess the bottlenecks during project execution and recommend appropriate remedial measures;

5. Team Composition

- 5.1 The team of consultants will include qualified personnel with extensive experience in the field of power sector projects including project preparation and appraisal, project management, financial modeling/structuring, investment promotion, economic and financial analysis, risk analysis, procurement, policy and legal, among others. The consulting firm shall have sufficient qualified personnel and resources, including to provide all necessary professional, technical, and expert services, as required to accomplish all the services described herein above within the prescribed time.
- 5.2 The Team shall have extensive specific experience/expertise that would include knowledge of the sector, legal, power tariff and regulatory processes for the successful implementation of the projects, the project's taxation framework, including exemptions and tax exemption regime, the accounting systems, domestic and global insurance etc and incentives, concessional financing options available for PPP projects from the public sector and other country-specific knowledge. For specific expertise areas, requirement of national and international expertise has been prescribed to accomplish the tasks for the respective expertise areas.
- 5.3 Consulting firms are encouraged to form joint ventures or associations with

other consulting firms to enhance their capabilities, strengthen the technical responsiveness of their proposals, make available bigger pools of experts, and enhance the value and quality of their services

5.4 The list of experts provided hereunder is indicative in nature and the consultant may include experts that may be required to successfully complete the assignment. The team shall be responsible for carrying out specific tasks relevant to various stages like feasibility, financial analysis and project structuring, management of bidding process, etc. The tasks for each expert shall be read in conjunction with the scope of works to successfully complete the assignment.

5.5 The services of various consultants and the related expertise required are as follows:

Sr. #	Key Position	Area of Specific Expertise desired	Minimum Qualification and Professional Experience
1	Team Leader/ Project Manager	Overall Management of Assignment	Graduate Mechanical/Electrical Engineer, preferably holding MBA with minimum 25 years relevant experience in management of Coal/Thermal Power Projects.
2	Expert/s (Expatriate) (Boiler & Turbine)	Design/ operation of various types of Boilers for coal projects, Steam turbine and auxiliaries.	Graduate Mechanical Engineer with at least 10 years experience in the relevant fields.
3	Expert/s (Local) (Boiler, Steam Turbines and auxiliaries works)	Design/ operation of steam turbines and ancillary works	Graduate Mechanical Engineer with at least 10 years experience in the relevant fields.
4	Expert/s (Ash Handling / Flue Gas Cleaning) (Expatriate)	Design / design review of various types of ash handling / flue gas cleaning equipment / systems of coal fired power plants.	Graduate Mechanical / Chemical / Process Engineer with at least 10 years' experience in the relevant fields.
5	Expert/s (Electrical and Control) (Expatriate)	Design/ operation of electrical generators, transformers and substations etc.	Graduate Electrical Engineer with at least 10 year experience in the relevant fields.
6	Expert/s Planning & Design (Civil Structure)	Civil structure /Steel structure design for coal fired power projects	Graduate Civil Engineer with at least 10 year experience in the relevant fields.
7	Expert/s (Resettlement & Environment)	Environmental & Resettlement issues related to Coal based power plants	Master degree in Sociology/ Environmental Sciences or Graduate Civil Engineer with at least 10 year experience in the

			relevant fields
8	Expert/s (Procurement/ Contracts)	Commercial Conditions of Bidding Documents and Contracts for power projects in PPP/JV mode.	Graduate Engineer with at least 10 year experience in the relevant fields.
9	Experts (Legal)	Legal, Policy and Regulatory matters, Conditions of Bidding Documents and Contracts for power project in EPC plus finance mode	Law Graduate with at least 10 year experience in the relevant fields.
10	Expert/s (Finance and Tariff)	Issues of corporate sector including Tariff, Financial & Risk Analysis etc related to power projects in PPP mode.	Chartered Accountant/ICMA with minimum of 10 year experience in the relevant fields.
11	Chief Resident Engineer	Construction Supervision	Graduate Mechanical /Electrical/Civil Engineer with at least 25 year experience in the relevant fields.
12	Resident Engineer (Civil)	Construction supervision	Graduate Civil Engineer with at least 10 years experience in the relevant fields.
13	Resident Engineer (Mechanical)	Construction supervision	Graduate Mechanical Engineer with at least 10 years experience in the relevant fields.
14	Resident Engineer (Electrical)	Construction supervision	Graduate Electrical Engineer with at least 10 years experience in the relevant fields.
15	Expert (Testing & Commissioning of Coal Fired Power Plant (Expatriate)	Testing and Commissioning of Coal Fired Power plant	Graduate Electrical/Mechanical Engineer with at least 10 years experience in the relevant fields

6. Duration of the Assignment

It is estimated that the above services would require a period of fifty **(50) months** from the date of commencement of the services until the COD of the project. The detailed work plan shall be submitted as part of the technical proposal. The Consultancy Services shall consist of three (3) Phases as described in the scope of work. Each subsequent Phase of services shall commence only subject to the successful completion of previous Phase and upon written order to commence by the Employer. If no such direction is issued, the contract shall deem to have been completed and no payment whatsoever shall be paid for

the remaining activities enumerated in subsequent phases.

7. Deliverables

Sr.#	Deliverable	Time (Days)	Remarks
1	PHASE-I Due Diligence of Feasibility Study and Financial Structuring		
	Due Diligence of Feasibility Study and financial structuring a) Diligence Report of feasibility study, Project revenue model, risk assessment, procurement plan etc	15	
	b) Draft Appraisal Report based on the parameters specified in the Feasibility Study Report, Reference tariff, Revenue Model, Suitable mode of procurement, Risks and its management plan, Procurement Plan, PC-I, Institutional Arrangement, and Implementation schedule etc	15	
	c) Pre-qualification Document for contractor and its qualification criteria	15	Parallel
	a) Acceptance of upfront tariff by NEPRA	15	Parallel
2	PHASE-II Management of Bidding Process		
	a) Receipt of Prequalification Document	30	
	b) Evaluation of statement of qualification of EPC bidder	30	
	c) Review of PPA and IA and signing of agreement with power purchaser	30	Parallel
	d) Preparation of Bidding Documents including Evaluation Criteria , Draft contractual agreement and other related documents etc.	60	Parallel
	e) Issue and receipt of EPC bids	30	Approval of BoD 15 days
	f) Evaluation of Bids and determination of winning bidder	90	
	g) Notification of winning bidder and grievances re-dressal	15	Approval of BoD 15 days
	h) Contract Negotiation	30	
	i) Signing of contract agreement.	15	Approval of BoD 15 days
	j) Filing of Petition for tariff determination before NEPRA on the basis of EPC bid.	15	Parallel
3	PHASE-II Construction Supervision & Contract Administration		
	a) Review and approval of detailed design and drawings etc	120	Major design within 90 days
	b) Monthly progress report		Monthly basis
	c) Quarterly project review report		Quarterly basis

d) Verification of financial and physical work on monthly basis		Monthly basis
e) Pre-shipment inspection reports		As per contractor's schedule
f) Coal Supply Agreement	180	Parallel
g) Provisional acceptance certificate		On completion
h) Final acceptance certificate		On completion
i) Project completion report		On completion
j) Commercial Operation		On completion

8. Institutional Arrangements and Counterpart Assistance

- 8.1 The selected consultancy firm will communicate with Chief Executive Officer of PPDCL for all the matter related to the project and consultancy services / or any other officer designated by the Chief Executive Officer of PPDCL.
- 8.2 PPDCL shall provide the consultants with all available relevant data and previous studies that can be useful in relation to the assignment.
- 8.3 PPDCL shall liaise with other agencies to ensure that the Consultant has access to all information required as may be allowed under the laws.

SECTION 6:

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE CONSULTANTS)

for

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

Month and Year

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FORM OF CONTRACT

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

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

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

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

- Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Key Personnel and Subconsultants
Appendix D: Breakdown of Contract Price in Foreign Currency
Appendix E: Breakdown of Contract Price in Local Currency

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

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

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

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

For and on behalf of

Witness

(CLIENT)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;

- (n) "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub consultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representative specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

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

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives specified in the SC.

1.7 Taxes

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

1.8 Leader of Joint Venture

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

1.9 Relation between the Parties

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

1.10 Headings

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

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

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into

any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

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

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

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

3.5 Other Insurances to be Taken out by the Consultants

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While

in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub consultants as are required to carry out the Services.

4.2 Description of Personnel

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

4.3 Approval of Personnel

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

4.4 Working Hours, Leave, Overtime, etc.

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

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

4.5 Removal and/or Replacement of Personnel

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

4.6 Resident Engineer

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Sub consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) provide to the Consultants, Sub consultants, and Personnel any such other assistance and exemptions as may be specified in the SC;
- (e) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

5.4 Services and Facilities

The Client shall make available to the Consultants, Sub consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Sub-Clause 6.1(b) hereinafter.

5.5 Payments

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

5.6 Counterpart Personnel

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

additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates, Ceiling Amount

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

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

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

- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC.

6.3 Currency of Payment

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in Appendix D, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

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

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

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

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

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

- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted along with the final report and statement of the Consultants by the Client.
- (e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (c) of Sub-Clause 6.4, interest charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, the Consultants, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said Additional Services, then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

6.7 Consultants' Entitlement to Suspend Services

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

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

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the

cause or causes of such unfairness, but no failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

9. INTEGRITY PACT

9.1 If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub consultant, agents or servants.

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

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 Definitions

(p) "Project" means

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Telephone : _____
Facsimile : _____
E.Mail : _____

For the Consultants:

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

Telephone : _____
Facsimile : _____
E.Mail : _____

1.7 Taxes

[Note: To be included in this Clause as agreed with the Client.]

1.8 Leader of Joint Venture

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

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

All notes should be deleted in final text. All blanks should be filled in.

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and date of receipt of notice by the consultant from the Client to begin carrying out the services.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be sixty (60) days or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services within fifteen (15) days after payment after effectiveness of the contract as per Clause 2.1 of Special conditions, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be fifty four (54) months from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before 20 ...

"Completion of Services" means "Final Acceptance Certificate of the Project and on submission of project completion report".

3.5 Insurance to be taken out by the Consultants

The risks and the coverage's shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Sub-consultants or their Personnel, as per applicable laws.
- (b) Employer's liability and workers compensation insurance in respect of the Personnel of the Consultant and of any Sub-consultant, in accordance with relevant provisions of the applicable Law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- © Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract, ii) the consultant's property used in the performance of the services, and iii) any document prepared by the Consultants in the performance of the services
- (d) Third Party liability insurance with a minimum coverage as per applicable law

3.6 Consultants' Actions Requiring Client's Prior Approval

- (c) The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:
- i) Issuing Variations Orders in respect of:
 - Additional items of Works as determined by the Engineer to be necessary for the execution of Works.
 - Any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
 - Any item of Works covered under Provisional Sums
 - ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
 - iii) Details of any nominated sub-contracts.
 - iv) Any action under terms of Performance Guarantee or Insurance Policy.
 - v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
 - Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Works
 - Bonus and Liquidated Damages
 - Certificate of Completion of Works
 - Defects Liability Certificate
 - Forfeiture
 - Special Risks
 - Frustration
 - vi) Final Measurement Statement
 - vii) Release of Retention Money
 - viii) Any change in the ratios of various currencies of payment.

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

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

4.6 Resident Engineer

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

1.1.1 Assistance

The Client shall render all possible assistance to the consultant from the commencement date in respect of following activities:

- a) Work permit and such other document as shall be necessary to enable the consultants, sub-consultants or personnel to perform the services shall be arranged by the consultants themselves. The Client shall issue necessary attestation/certification in this regard
- b) All necessary documents required by the consultants to stay in the client country will be arranged by the consultants themselves. The Client shall issue necessary attestation/certification in this regard.
- c) All clearances required through custom or other government ends will be arranged by the consultants. The Client shall issue necessary attestation/certification in this regard.
- d) No exemption shall be granted to the consultants and personnel and nay sub-consultant employed by the consultants for the services from any requirement to register or obtain any permit to practice their professions or to establish themselves either individually or as a corporate entity according to applicable laws.
- e) make available within seven (7) days from the Commencement Date, the documents namely .i) Pre-feasibility report requiring review and updation along with all annexure and relevant available data ii) any other information /data available with the client.

5.1.2 Coordination

- (a) Assistance to land access for survey and investigations
- (b) Coordination with relevant Government's Departments or other Government agencies etc.

5.1.3 Approvals

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

5.6 Counterpart personnel

No counterpart staff will be provided by the client for the services to the Consultant

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

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

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

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

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

- (ii) Remuneration paid in local currency pursuant to the billing rates agreed for each person shall be adjusted every twelve (12) months (and, for the first time, with effect from the remuneration earned in 13th month from the date of commencement of the services) by applying the following formula:

$$RI = RIo \times I / Io$$

Where RI is the adjusted billing rate, RIo is the billing rate payable on the basis of the agreed billing rate in local currency in Appendix E. I is the Combined Consumer Price Index (CPI) "General" for Government employees as published by the Federal Bureau of Statistics, Government of Pakistan is the official index for salaries for which the adjustment is to have effect, and Io is the Consumer Price Index "General" for Government employees as published by the Federal Bureau of Statistics Government of Pakistan for the month of the month of the date of commencement of the services.

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

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

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

- (i) Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- (ii) Provision for labour or work charge establishment.
- (iii) Daily and travelling allowances/expenses of employees, partners and principals when away from home/office on business connected with the project.
- (iv) Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.

- (v) Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in Sub-Clause 3.4.
- (vi) Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (vii) Identifiable reproduction cost applicable to the work such as blue printing, Photostatting, mimeographing, printing, binding etc.
- (viii) All direct reimbursable expenses shall be clearly spelled out in Appendix D and E as agreed by the Client
- (ix)

6.3 Currency of Payment

- 6.3(b) Remuneration for foreign personnel shall be paid in foreign currency and remuneration for local personnel shall be paid in local currency or as may be agreed mutually.

The reimbursable direct cost expenditures in foreign currency shall be as stated in Appendix-D.

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

6.4 Mode of Billing and payment

- a) The following provisions shall apply to the advance payment and the advance payment security:

The Client shall pay an advance payment for mobilization of the consultants within fifteen (15) days after the signing of the contract. The advance payment will be equal to 10% of the consultancy cost for each phase and will be paid on submission of unconditional advance payment bank guarantee issued by any scheduled bank of Pakistan, which will be set off proportionately through monthly invoices of the respective phase..

6.5 Delayed Payments

The compensation on delayed payments for local and foreign currency shall be as follows:

- (i) for foreign currency = two percent (2%) per annum.
- (ii) for local currency = eight percent (8%) per annum.

8.2 Dispute settlement

Arbitration shall be governed by Law of Pakistan on the subject i.e., Arbitration Act,
1940

Location: Lahore, Pakistan

MODEL FORM

Breakdown of Agreed Fixed Rates in Consultants' Contract

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

		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Hour	Social Charges (% of 1)	Overhead (% of 1&2)	Subtotal	Fee (% of 4)	Overseas/field Allowance (% of 1)	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate (% of 1)
(Expressed in _____ (name of currency)_____)									

Signature
 Name: _____
 Title: _____

_____ Date _____

IV APPENDICES

Appendix A

Description of the Services

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

Appendix B

Reporting Requirements

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

Appendix C

Key Personnel and Subconsultants

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

Appendix D

Breakdown of Contract Price in Foreign Currency

[List hereunder cost estimates in foreign currency:

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

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

- (i) Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- (ii) Provision for labour or work charge establishment.
- (iii) Daily and travelling allowances/expenses of employees, partners and principals when away from home/office on business connected with the project.
- (iv) Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.
- (v) Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in Sub-Clause GC 3.4.
- (vi) Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (vii) Identifiable reproduction cost applicable to the work such as blue printing, photostating, mimeographing, printing, binding etc.

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

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

Appendix E

Breakdown of Contract Price in Local Currency

[List hereunder cost estimates in local currency:

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

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

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

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

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

Notes:

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

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

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

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

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

Appendix F

Services and Facilities to be Provided by the Client

and

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

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

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

(a)

(b)

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

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

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

2. Lodge Accommodation

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

3. Counterpart Personnel to be made available to the Consultants

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

.....
.....

**Appendix-G
(Integrity Pact)**

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

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

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

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

(BRIEF SCOPE OF SERVICES)

OF

 (NAME OF PROJECT)

Month and Year

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

(Name of Individual Consultants)

(Name of Individual Consultants)

FORM OF CONTRACT

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

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

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

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A: Description of Services
Appendix B: Reporting Requirements

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

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

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

For and on behalf of

CLIENT'S NAME

Witness

Signature _____
 Name _____
 Title _____

Signature _____
 Name _____
 Title _____
 (Seal)

For and on behalf of

 NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)