

**GOVERNMENT OF THE PUNJAB  
ENERGY DEPARTMENT**



**REQUEST FOR PROPOSALS**

**HIRING OF CONSULTANCY SERVICES FOR**

**EVALUATION OF BIDS RECEIVED FOR THE  
DEVELOPMENT OF 135 MW TAUNSA HYDROPOWER  
PROJECT**

**SEPTEMBER 2021**

**PUNJAB POWER DEVELOPMENT BOARD**

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## Section 1: Letter of Invitation

Letter No:-----

Date: September 24, 2021

*[Name and Address of Consultant]*

### **SUBJECT: LETTER OF INVITATION**

Dear Mr./Ms.:

1. Punjab Power Development Board , Energy Department Government of the Punjab invites proposals to provide the following consulting services:

2. **“EVALUATION OF BIDS RECEIVED FOR THE DEVELOPMENT OF 135 MW TAUNSA HYDROPOWER PROJECT”**

Details on the services are provided in the Terms of Reference.

3. It is not permissible to transfer this invitation to any other firm.

4. The Consultant will be selected under the Selection Method: **Quality and Cost Based Selection (QCBS)** and procedures described in this RFP, are in accordance with the PPRA Rules-2014(amended) issued by Government of the Punjab.

5. It is mandatory to submit Technical and Financial Proposals in line with the RFP in separate sealed envelopes.

6. Proposals shall be opened for evaluation. Proposals, which 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.

Please inform us in writing, upon receipt of this letter, that you received the Letter of Invitation:

This information should be sent to the following address:

**Managing Director,  
Punjab Power Development Board  
Energy & Irrigation Secretariat  
Old Anarkali, Lahore, Punjab, Pakistan**

If no acknowledgment is received, it will be presumed that you are not interested in undertaking the assignment.

Yours sincerely,

**Managing Director,  
Punjab Power Development Board Limited**

## **Section 2: Instructions to Consultants**

### **Definitions**

- (a) “Agreement” means the Agreement signed by the Parties and all the attached documents.
- (b) “Client” means the organization with which the selected Consultant signs the Agreement for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Agreement.
- (d) “Day” means calendar day.
- (e) “Government” means the Government of the Punjab and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- (f) “Instructions to Consultants” means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (g) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the shortlisted Consultants.
- (h) “Personnel” means professionals and support staff provided by the 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.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.
- (k) “Services” means the work to be performed by the Consultant pursuant to the Agreement.
- (l) “Terms of Reference” (TORs) 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.

### **1. Introduction**

- 1.1 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment in the TORs. The Proposals should be in separate marked and sealed

envelopes.

1.2 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.

1.3 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 Agreement award, without thereby incurring any liability to the Consultants.

**Conflict of Interest**

1.4 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.

1.4.1 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 (and its Personnel) 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 Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Punjab throughout the selection process and the execution of the Agreement.

1.4.2 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 Agreement.

1.4.3 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**

1.4.4 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**

- 1.5 The Government of Punjab requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Government of Punjab:
- (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 agreement execution;
    - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
    - (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 an agreement.
  - (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 agreement 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 agreement 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 agreement; and
  - (d) will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Punjab.

- 1.6 Consultants and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Punjab 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 Agreement.
- 1.7 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 Agreement, as requested in the Financial Proposal submission form (Section 4).
- Only one Proposal**
- 1.8 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- 2. Preparation of Proposals**
- 2.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the English language.
- 2.2 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.
- Taxes
- 2.3 The Consultant may be subject to local taxes as required under the applicable laws of Pakistan.
- 2.4 Consultants should express the price of their services in Pakistan Rupees.
- 3. Submission, Receipt, and Opening of Proposals**
- 3.1 The original Proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting.
- 3.2 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".
- 3.3 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals, one (1) original and three (3) copies, shall be addressed and sent to the Client. 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.
- 3.4 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 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 case 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.

3.5 Any proposal received by the Client after the deadline for submission shall be returned unopened.

3.6 The Client shall open the Technical Proposal immediately after the deadline for their evaluation. The envelopes with the Financial Proposal shall remain sealed and securely stored.

**4. Award of Agreement**

4.1 After completion of selection process, the Client shall award the Agreement to the selected Consultant. After Agreement signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

4.2 The Consultant is required to commence the assignment on the date and at the location specified in the TORs.

**5. Confidentiality**

5.1 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 Agreement. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

## **Section 3: Contents of Technical Proposal**

### A) Consultant's Organization and Experience

#### A-I Basic Information

1. Year of establishment of consultant's organization.
2. Audited Statements of Accounts for the past three years.
3. Annual Turnover for the past three years.(Minimum Requirement is Rs. 100 million)
4. A certificate / affidavit that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

#### A-II ISO Certification

Whether your Firm is ISO Certified? If so provide a copy of ISO Certification.

#### A-III Experience of Similar Assignments

List of similar assignments conducted, with respective client's satisfactory performance certificate, as Consultant in performance of one or more of the following activities of a hydropower project:

- i. Consultancy during Tendering Process (Mandatory\*)
- ii. Feasibility Study
- iii. Construction supervision
- iv. Preparation / Evaluation of Tariff proposals

Note: \*Experience of Consultant(s) at (ii), (iii) & (iv) will only be considered if it possesses experience in role (i).

### B) Description of the Approach, Methodology and Work Plan for Performing the Assignment

### C) Team Composition with qualification & experience of Professional Staff (atleast Bachelor's Degree in relevant field)

- i. Head / Chief Executive
- ii. Technical Experts (Civil – Electrical – Mechanical)
- iii. Financial Experts
- iv. Legal Experts
- v. Environmental & Social Experts

## **Section 4: Contents of Financial Proposal**

- A) Per Bid cost of Assignment in Pakistan Rupees, inclusive of all applicable taxes, as per Terms of Reference (TORs) provided at Section 5 of this RFP.

## Section 5: Terms of Reference (TORs)

### 5.1 Background.

Government of Punjab intends to develop 135 MW Taunsa Hydro Power Project as a solicited under the Punjab Power Generation Policy 2006 (Revised 2009) in IPP mode. A solicited site is one where Feasibility Study has already been completed. Taunsa Hydropower Project is proposed to be built adjacent to the existing Taunsa Barrage on the Indus River, in District Muzaffargarh, Punjab. It is about 30km southeast of Taunsa Town and about 120km from Multan. Feasibility Study of the project has been conducted by M/s China International Water and Electricity Corporation (CWE) and updated by M/s NESPAK. The Sponsor of the project shall be selected through competitive process under NEPRA's Competitive Bidding Tariff Regulations (CBTR)-2017.

The Request for Proposal (RFP) has been approved by National Electric Power Regulatory Authority (NEPRA). Four (4) Sponsors have been Pre-Qualified for development of the Project in IPP mode, and RFP documents have been purchased by the four (04) Prequalified Sponsors from PPDB. The RFP provides the following bidding schedule:

<i>Bid validity period:</i>	<i>One Hundred &amp; Eighty (180) Days from the deadline for submission of Bids</i>
<i>Date of issuance of RFP:</i>	<i>August 27, 2021</i>
<i>Date of pre-bid meeting:</i>	<i>October 14, 2021</i>
<i>Last date and time of submission of bid:</i>	<i>November 26, 2021 (3:00 PM)</i>
<i>Date &amp; Time of opening of Bids</i>	<i>November 26, 2021 (3:30 PM)</i>

### 5.2 Objectives.

Main objective of consultancy assignment is to evaluate the submitted Bids by the Pre-Qualified Sponsors in accordance with NEPRA's CBTR-2017 and terms and conditions of RFP to develop Taunsa HPP as an IPP under the Policy-2009.

### 5.3 Period of Services

The period of services has been estimated to a maximum of one hundred & twenty (120) days from provision of notice to proceed after receipt of the Bids from the Pre-Qualified Sponsors. During this period, the tasks as defined in the TORs will have to be completed by the consultant to the satisfaction of the Client. The adjustment of "Period of Services" shall be subject to any encumbrance faced during the selection process of successful Sponsor.

#### **5.4 Education & Qualification.**

The consulting firm should have in-house capacity in Civil, Electrical, Mechanical, Legal, Financial and Environmental & Social disciplines. Each of such experts should possess at least a Bachelor Degree in relevant field from a recognized university.

#### **5.5 Terms of Reference (TOR) – The Assignment**

The Consultants shall perform the following tasks:

- i. Evaluate technical responsiveness of the received Bids under the RFP issued to the Pre-Qualified Sponsors for development of the Project.
- ii. Evaluate the financial proposal of the technically responsive Bids for development of the Project and rank the Bids in the order of lowest evaluated levelized tariff.
- iii. Respond to bidders' queries and seek clarifications from the Bidders, if and when required
- iv. Provide rationale for rejection of Bids if any
- v. Prepare the Bid Evaluation Report (BER) for PPDB Board under the CBTR-2017 and present BER to PPDB Board and provide assistance to PPDB Board till approval of the BER.
- vi. Assist PPDB in submission of BER to NEPRA and provide assistance to NEPRA in review of BER

#### **5.6 Deliverables**

The Consultant shall:

- i. Submit BER within one hundred & twenty (120) days from the receipt of notice to proceed.
- ii. Obtain approval of PPDB Board as per CBTR-2017, assist PPDB in submission of BER to NEPRA and provide assistance to NEPRA in review of BER

#### **5.7 Reporting Arrangement**

The consultant will report to Managing Director PPDB/ or any other officer nominated by PPDB and submit seven (7) hard copies and two (2) soft copies of the BER within one hundred & twenty (120) days.

#### **5.8 Role of the Client**

The Client shall provide copy of the RFP and original Bids submitted by the Bidders.

## SECTION 6: Evaluation Criteria

### 6.1 Method of Selection

The method of selection of consultant will be Quality and Cost Based Selection (QCBS). Eighty percent (80%) weightage will be awarded to the score of Technical Bid and Twenty percent (20%) to the score of Financial Bid. Minimum aggregate qualifying score will be sixty fivepercent (65%).

### 6.2 Technical Evaluation

Following criteria shall be used for the scoring of Technical Bid(s):

#### Technical Score

Sr. #	Description	Max. Marks
i	Year of establishment	5
ii	Annual Turnover	15
iii	ISO Certification	5
iv	Experience of Similar Assignments	35
V	Methodology and Approach	10
vi	Personnel Capabilities	10
	<b>Total =</b>	<b>80</b>

*Firms scoring at least 65% (52 marks) in the Technical Criteria will be considered responsive and financial proposals of only technically responsive bidders will be opened / considered.*

#### 6.2.1 Year of Establishment

The breakup of scoring is as under:

Years	Marks
15 or earlier	5
10-14	3
5-9	2
1-4	1

#### 6.2.2 Annual Turnover

The firm with maximum turn over will be given maximum marks and rest of the bidders shall be given marks on pro-rata basis.

#### 6.2.3 ISO Certification

Certification provided	Marks
Yes	5
No	0

#### 6.2.4 Experience of Similar Assignments

Experience of Hydro power projects in the role(s) as described in Section -3 (A-III) shall be considered. The experience of maximum of four (4) recent hydro power projects with at least one project of 100 MW or above will be considered for

evaluation. The breakup of scoring is as under:

No of Projects	Marks
4	35
3	30
2	25
1	20

#### 6.2.5 Methodology and Approach

Best approach and methodology will carry full marks.

#### 6.2.6 Personnel Capabilities

Team composition of Professional staff shall be as per Sections-3 (C). Two personnel in each category will carry 2 marks, except the Head / Chief Executive will score 2 marks for an individual. In case of one personal, one mark shall be given.

Personnel	Marks
Head / Chief Executive	2
Technical Expert	1+1
Financial Expert	1+1
Legal Experts	1+1
Environmental and Social Experts	1+1

#### 6.3 Financial Evaluation

Following criteria shall be used for the scoring of Financial Bid(s):

Sr. #	Description	Maximum Marks
i	Per Bid cost of Assignment in Pakistan Rupees, inclusive of all applicable taxes, as per Terms of Reference (TORs)	20

*The firm offering the lowest price will be given maximum marks and rest of the bidders shall be given marks on pro-rata basis*

#### 6.4 Final Evaluation

Aggregate score for selection of consultant will be prepared after adding the technical and financial score. The applicant with the highest score will be recommended for selection, by the PPDB Board.

# **SECTION 7**

## **Draft of Agreement for Consultancy Services**

### **CONTRACT OF CONSULTANCY SERVICES**

**Between**

**PUNJAB POWER DEVELOPMENT BOARD  
(PPDB)**

**And**

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**(NAME OF THE CONSULTANTS)**

**For**

**“EVALUATION OF BIDS RECEIVED FOR THE DEVELOPMENT OF  
135 MW TAUNSA HYDROPOWER PROJECT”**

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**Month and Year**

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**CONTRACT OF CONSULTANCY SERVICES  
FOR  
EVALUATION OF BIDS RECEIVED FOR THE DEVELOPMENT OF 135 MW  
TAUNSA HYDROPOWER PROJECT  
Between  
PUNJAB POWER DEVELOPMENT BOARD (PPDB)  
And  
(NAME OF THE CONSULTANTS)**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_ day of \_\_ month) of \_\_\_\_ (year), between, on the one hand **Punjab Power Development Board (PPDB)** (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 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:
    - Appendix A: Description of the Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel
    - Appendix D: Services & Facilities to be provided by the Client
    - Appendix E: 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 and/or Provincial Government(s);
- (g) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (h) "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;
- (i) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (m) "Third Party" means any person or entity other than the Client, the Consultants; and;
- (n) "Project" means the work specified in SC for which 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 Laws of Pakistan.

#### 1.3 Language

This Contract has been executed in the English language. 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 Representatives specified under Sub-Clause 1.6 of SC. 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.

**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 and Duties**

Unless specified in the SC, the Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Laws of Pakistan, the amount of which is deemed to have been included in the Contract Price.

**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 the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

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

**2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services.

**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 seven days (7) 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 2.8, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments as described in SC 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 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 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 seven (7) days after receipt by the Consultants of such notice of suspension.

## **2.8 Termination:**

### **2.8.1 By the Client:**

The Client may terminate this Contract, by not less than seven (7) 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 2.8.1 and fifteen (15) 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 fifteen (15) 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 7 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 one hundred & twenty (120) days;
- (f) If the Client, in its sole discretion, decides to terminate this Contract.

### **2.8.2 By the Consultants:**

The Consultants may terminate this Contract, by not less than seven (7) 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 2.8.2:

- (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 7 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 the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### **2.8.3 Cessation of Services**

Upon receipt of notice of termination under Sub-Clause 2.8.1, or giving of notice of termination under Sub-Clause 2.8.2, 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.

### **2.8.4 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 paragraph (a) through (d) of Sub-Clause 2.8.2 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 7 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**

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.

**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, and agents of either of them similarly shall not receive any such additional remuneration.

**3.3 Confidentiality**

The Consultant(s), and their Personnel 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 evaluation of the Project and indemnify the Client against all risks arising out of the furnishing of professional services by the Consultants to the Client. 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 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before appointing such Personnel as are listed in Appendix-C merely by title but not by name.

**3.6 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.

**3.7 Documents Prepared by the Consultants to be the Property of the Client**

All reports, and other documents and software prepared by the Consultants 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.

### **3.8 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 exclusively for this purpose 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.

## **4. CONSULTANTS' PERSONNEL**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

### **4.2 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 have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance, Coordination and Approvals:**

#### **5.1.1 Assistance**

The Client shall use its best efforts to ensure that the Client shall provide at no cost to the 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, 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;

### **5.1.2 Co-ordination**

The Client shall coordinate with the NEPRA for arranging required meetings for review of the Bid Evaluation Report (BER).

### **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 Change in the Applicable Law**

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

### **5.3 Services and Facilities**

[No services / facilities shall be provided by the Client, and the services will be performed within Lahore, Punjab, Pakistan by maintaining necessary confidentiality.]

### **5.4 Payments**

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

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Remuneration**

The Consultants' total remuneration shall not exceed the Contract Price and shall be per bid cost including all staff costs, incurred by the Consultants in carrying out the Services. No other cost shall be paid by the Client.

### **6.2 Contract Price**

All payments will be made in Pakistani Rupee.

### **6.3 Terms and Conditions of Payment**

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

## **7. SETTLEMENT OF DISPUTES**

### **7.1 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.

### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within fifteen(15) 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 of the Rules made thereunder and any statutory modifications thereto.

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

## **8. INTEGRITY PACT**

**8.1** If the Consultant is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-E 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 ;
- (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.

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

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

**1.1 Definitions**

(n) "Project" means **EVALUATION OF BIDS RECEIVED FOR DEVELOPMENT OF 135 MW TAUNSA HYDROPOWER PROJECT**

**1.6 Authorized Representatives**

The Authorized Representatives are the following:

For Client:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Facsimile : \_\_\_\_\_  
 E-Mail : \_\_\_\_\_

For the Consultants:

\_\_\_\_\_  
 \_\_\_\_\_ (Name of Project Manager)  
 \_\_\_\_\_ (Project)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Facsimile : \_\_\_\_\_  
 E-Mail : \_\_\_\_\_

**1.7 Taxes and Duties**

The Consultant(s) is liable to pay all applicable taxes and duties

*[All notes should be deleted in final text. All blanks should be filled in.]*

**1.8 Leader of the 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.]*

**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 the amount of advance payment due upon signing of the Contract is received by the Consultants.

**2.2 Termination of Contract for Failure to Become Effective**

The time period shall be 15 days, or such other period as the Parties may agree in writing.

**2.3 Commencement of Services**

The Consultants shall commence the Services upon signing of the Contract and notice to proceed by the Client.

**2.4 Expiration of Contract**

The period of completion of Services shall be one hundred and twenty (120) days from the notice to proceed by the Client or such other period as the Parties may agree in writing.

"Completion of Services" means accomplishment of all tasks as defined in the TORs.

**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.

**5.1.1 Assistance**

(a) The Client shall make available within one (1) day from the notice to proceed, the following documents:

- i. Bids and Alternate Bids
- ii. RFP and allied documents (soft copy)

This list if warranted shall be supplemented subsequently.

**5.1.3 Approvals**

The Consultants shall obtain approval of the BER from PPDB Board

**6.1 Remuneration**

The payment shall be made against deliverables only.

**6.2 Contract Price**

The amount shall be in local currency is Pakistani Rupees.

**6.3 Terms and Conditions of Payment**

The Client shall make payments to the Consultant according to the following schedule.

<b>Sr. No.</b>	<b>Description of Payment</b>	<b>% of Contract Price</b>	<b>Amount in Pak Rupees</b>
1	<i>Advance Payment upon signing of Contract Agreement and notice to proceed.</i>	10	

2	Submission of Draft Bid Evaluation Report (BER) to PPDB.	40	
3	Presentation of BER to PPDB Board and its approval.	30	
4	Assist PPDB in submission of BER to NEPRA in obtaining concurrence and assist NEPRA in review of BER	20	
Total		100	

**Total**      **100% = Rs. -----**

#### **6.4 Period of Payment**

- (a) The time period for advance payment shall be fifteen (15) days after signing of Contract Agreement by both the Parties.

## **IV APPENDICES**

## **Appendix A**

### **Description of the Services**

[Place of performance of the Assignment shall be within Lahore Pakistan]

## **Appendix B**

### **Reporting Requirements**

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

- i. Submit seven (7) copies of the approved Bid Evaluation Report (BER) to PPDB Board, within one hundred & twenty (120) days from the receipt of notice to proceed.
- ii. Assist PPDB in submission of PPDB Board's approved BER to NEPRA and provide assistance to NEPRA in review of BER

## **Appendix C**

### **Key Personnel**

[List under: Title [and names, if already available], activities of job descriptions of key Personnel.]

## **Appendix D**

### **Services and Facilities to be provided by the Client**

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

**[Not Applicable]**

**Appendix E**

**(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]

## FORM OF CONTRACT

*[Note: Use this Form of Contract when the Consultants perform s Services as 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
- Appendix D: Services & Facilities to be provided by the Client
- Appendix E: 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)

**TERMS OF REFERENCE (TORs)**  
**FOR**  
**HIRING OF CONSULTANT FOR EVALUATION OF BIDS RECEIVED FOR THE**  
**DEVELOPMENT OF 135 MW TAUNSA HYDROPOWER PROJECT**

**1. Background.**

Government of Punjab intends to develop 135 MW Taunsa Hydro Power Project, on Taunsa Barrage, District Muzaffargarh (the “Project”) as a solicited Project under the Punjab Power Generation Policy-2006 (Revised-2009) (the “Policy-2009”) in IPP mode in accordance with NEPRA’s Competitive Bidding Tariff Regulations (CBTR)-2017. A solicited site is one where Feasibility Study has already been completed. The Project is proposed to be built adjacent to the existing Taunsa Barrage on the Indus River, in District Muzaffargarh, Punjab. It is about 30km southeast of Taunsa Town and about 120km from Multan. Feasibility Study of the project has been conducted by M/s China International Water and Electricity Corporation (CWE) and updated by M/s NESPAK.

The Request for Proposal (RFP) has been approved by National Electric Power Regulatory Authority (NEPRA). Four (4) Sponsors have been Pre-Qualified for development of the Project in IPP mode and NEPRA’s approved RFP has been purchased by the four (4) prequalified Sponsors from PPDB. The RFP provides the following bidding schedule:

<i>Bid validity period:</i>	<i>One Hundred &amp; Eighty (180) Days from the deadline for submission of Bids</i>
<i>Date of issuance of RFP:</i>	<i>August 27, 2021</i>
<i>Date of pre-bid meeting:</i>	<i>October 14, 2021</i>
<i>Last date and time of submission of bid:</i>	<i>November 26, 2021 (3:00 PM)</i>
<i>Date &amp; Time of opening of Bids</i>	<i>November 26, 2021 (3:30 PM)</i>

**2. Objectives.**

Main objective of consultancy assignment is to evaluate the submitted Bids by the Pre-Qualified Sponsors in accordance with NEPRA’s CBTR-2017 and terms & conditions of RFP to develop Taunsa HPP as IPP under the Policy-2009.

**3. Period of Services**

The period of services has been estimated to a maximum of one hundred & twenty (120) days from provision of notice to proceed after receipt of the Bids from the Pre-Qualified Sponsors. During this period, the tasks as defined in the TORs will have to be completed by the Consultant to the satisfaction of the Client. The adjustment of “Period of Services” shall be subject to any encumbrance faced during the selection process of successful Sponsor.

**4. Education & Qualification.**

The consulting firm should have in-house capacity in Civil, Electrical, Mechanical, Legal, Financial and Environmental & Social disciplines. Each of such experts should possess at least a Bachelor Degree in relevant field from a recognized university.

#### **5. Terms of Reference (TOR) – The Assignment**

The Consultants shall perform the following tasks:

- i. Evaluate technical responsiveness of the received Bids under the RFP issued to the Pre-Qualified Sponsors for development of the Project.
- ii. Evaluate the financial proposal of the technically responsive Bids for development of the Project and rank the Bids in the order of lowest evaluated levelized tariff.
- iii. Respond to bidders' queries and seek clarifications from the Bidders, if and when required
- iv. Provide rationale for rejection of Bids if any
- v. Prepare the Bid Evaluation Report (BER) for PPDB Board under the CBTR-2017 and present BER to PPDB Board and provide assistance to PPDB Board till approval of the BER.
- vi. Assist PPDB in submission of BER to NEPRA and provide assistance to NEPRA in review of BER

#### **6. Deliverables**

The Consultant shall:

- i. Submit BER within one hundred & twenty (120) days from the receipt of notice to proceed.
- ii. Obtain approval of PPDB Board as per CBTR-2017, assist PPDB in submission of BER to NEPRA and provide assistance to NEPRA in review of BER.

#### **7. Reporting Arrangement**

The consultant will report to Managing Director PPDB/ or any other officer nominated by PPDB and submit five (5) hard copies and two (2) soft copies of the BER.

#### **8. Role of the Client**

The Client shall provide copy of the RFP and original Bids submitted by the Bidders.