### **QUETTA ELECTRIC SUPPLY COMPANY**



# CONSULTANCY SERVICES FOR THE DESIGN, SUPERVISION, IMPLEMENTATION AND COMPREHENSIVE SUPPORT IN THE INSTALLATION OF STATIC VAR COMPENSATORS (SVCs) AT PROPOSED GRID STATIONS FOR ENHANCEMENT OF GRID/NETWORK STABILITY IN MAKRAN REGION

Installation & commissioning of Static VAR Compensators (SVCs) at proposed 132kV Grid Stations

# **REQUEST FOR PROPOSAL (RFP)**

October, 2024

### CONSULTANCY SERVICES FOR THE DESIGN, SUPERVISION, IMPLEMENTATION AND COMPREHENSIVE SUPPORT IN THE INSTALLATION OF STATIC VAR COMPENSATORS (SVCs) AT PROPOSED GRID STATIONS FOR ENHANCEMENT OF GRID/NETWORK STABILITY IN MAKRAN REGION

#### **REQUEST FOR PROPOSALS (RFP)**

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#### **LETTER OF INVITATION**

Subject: Consultancy Services for The Design, Supervision,
Implementation and Comprehensive Support in the
Installation of Static Var Compensators (SVCs) at Proposed
Grid Stations for Enhancement Of Grid/Network Stability in
Makran Region

#### I. <u>INTRODUCTION</u>

- The primary goal of the project is to facilitate power evacuation from the 300 MW coal power plant, which is planned and proposed by GOP to be established in Gwadar, and to integrate the Gwadar/Makran area with the National Grid System. At present Gwadar / Makran is facing the problem of severe power shortage due to insufficient generating capacity leading to massive load shedding. Interconnection of the above mentioned plant with National Grid power System for evacuation/transfer of power to respective load center has been planned by QESCO.
- ➤ Following a thorough review of the existing QESCO system, the scope of work was finalized to include new 132kV grid stations, transmission lines, and the augmentation/extension of existing grid stations, while accounting for future load demands.
- Furthermore, as per the load flow study carried out by the National Transmission and Dispatch Company (NTDC), the installation of Static Var Compensators (SVCs) at the proposed grid stations is recommended by NTDC to address these issues and improve power quality and voltage regulation, the SVCs are proposed by NTDC to enhance grid stability and ensure reliable operation within the Makran Grid Network. The study highlights that when the Makran Grid Network is connected to the National Grid, it experiences voltage fluctuations, hunting, and poor voltage quality.

#### II. REQUEST FOR PROPOSAL (RFP)

 To implement this project, QESCO requires the services of well reputed and qualified consulting firms with the appropriate capabilities and experience to execute desired services. A firm will be selected under Quality and Cost Based Selection (QCBS) whose criteria for selection has been described in the RFP.

#### 2. RFP consists of the following documents:

- i. Letter of Invitation
- ii. General Information to Consultant (Annex-1)
- iii. Terms of Reference for Consultant (Annex-2)
- iv. Break up of Man month Inputs of Key Personnel (Annex-3)
- v. Format for Technical Proposals (Annex-4)
- vi. Format for Financial Proposal (Annex-5)
- vii. Standard Contract Agreement for Consulting Services (Annex-6)
- viii. Exhibits (I, II, III)

#### III. SUBMISSION OF PROPOSAL

You are invited to submit a comprehensive Technical Proposal in triplicate (one original + two copies) and a Financial Proposal (Original), in separate sealed envelope, for the Services required under the Terms of Reference (TOR) as provided in Annex-2, not later than 1100 hours on **18**<sup>th</sup> **November, 2024.** 

#### IV. VALIDITY OF THE PROPOSAL

The Proposal shall be valid for a period of 120 days after the last date of submission, extendable further on the expiry of this period through mutual agreement.

#### V. <u>DUTY TO INFORM</u>

The firms are expected to inform themselves fully of all aspects of the assignment, required consultancy services for the Project and the local conditions before submitting the Proposal by paying a visit to the Project site and sending written queries to the undersigned.

The consulting firms will have no claim against QESCO or any of its representatives for damages, losses, costs or expenses, of any nature whatsoever, incurred by the firm resulting from any misunderstanding as to the nature, scope, risks and conditions of the assignment/consultancy services for project.

#### VI. CORRESPONDENCE

All correspondence, the Technical & Financial Proposals should be submitted at the following address:

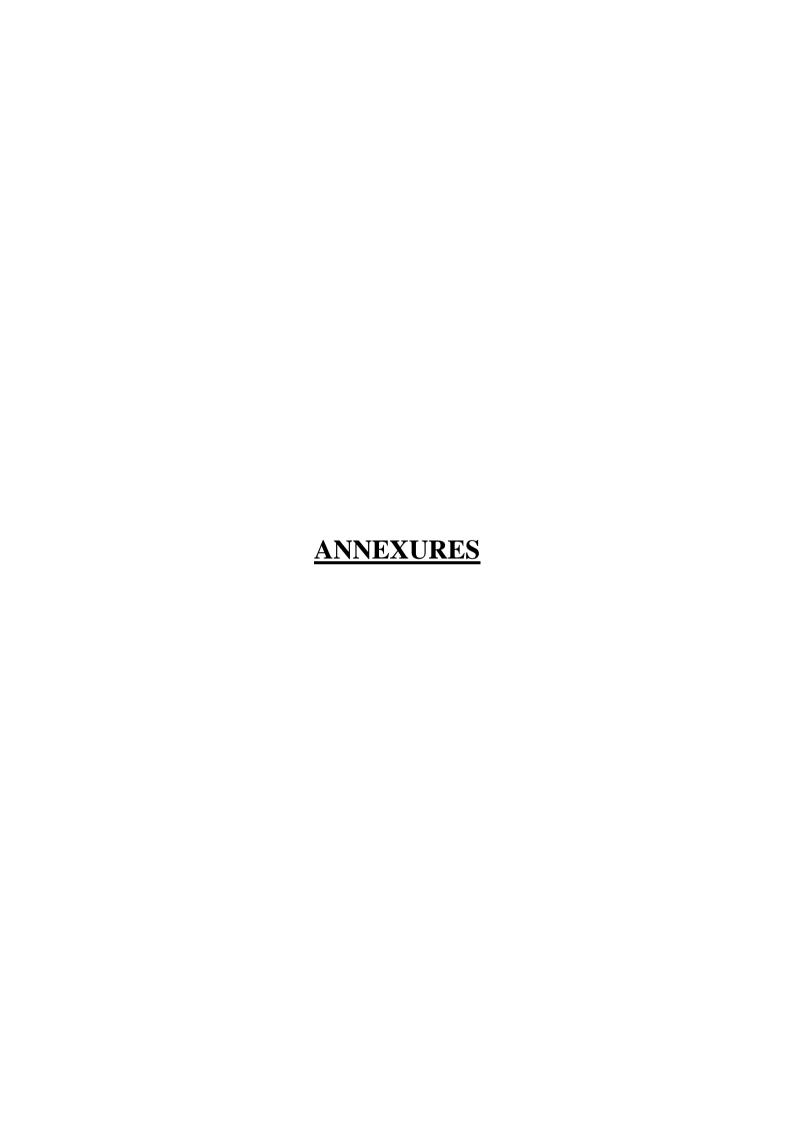
Project Director (GSC), QESCO, Bungalow No.03, Opposite Bazai Qilla, Airport Road, Quetta, Pakistan (Postal Code: 87300)

Telephone: 0092-81-2881092 Facsimile: 0092-81-2307054 Email: pdgscqescoqta@gmail.com

#### VII. REQUEST FOR ADDITIONAL INFORMATION

In the event you desire any explanation to RFP documentation, you may contact the office of the undersigned not later than two week before submission date of the Proposal.

PROJECT DIRECTOR (GSC)
QESCO, QUETTA



# ANNEX-1 GENERAL INFORMATION TO CONSULTANT

#### **General Information to Consultant**

#### 1. Project

Consultancy Services for The Design, Supervision, Implementation and Comprehensive Support in the Installation of Static Var Compensators (SVCs) at Proposed Grid Stations for Enhancement Of Grid/Network Stability in Makran Region.

#### 2. <u>Instructions Regarding Proposal</u>

- i. One original and two copies of the technical proposal and one original financial proposal are required to be submitted. The proposal should be in a sealed envelope indicating original or copy on each enclosure, as appropriate.
- ii. The Proposal will be valid for a period of 120 days after the last date of submission, extendable further on the expiry of this period through mutual agreement.
- iii. The proposal, after evaluation as per criteria given hereinafter, could eventually form the basis for a Contract between the Consultant and QESCO.
- iv. The Contract will be governed by Pakistani laws and regulations.
- v. Payment of all taxes and duties in respect of Consultant and their personnel will not be the responsibility of QESCO.

#### 3. Procedure for Appointment of Consultant

A firm will be selected under **Quality and Cost Based Selection (QCBS)** and procedures described in the RFP.

The firms should submit a Proposal that substantially complies with the requirements of, and provides the contents requested by, the RFP. The Technical proposal shall be submitted in the form at Annexure-4 and the Financial Proposal shall be submitted in the form at Annexure-5. Upon selection, the Applicant shall be required to enter into an agreement with QESCO in the form specified at Annexure-6.

The selection of Consultant shall be on the basis of an evaluation by QESCO as specified in this RFP. The Applicant firms shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Client's decisions are without any right of appeal whatsoever.

#### 4. Eligibility/Qualification Criteria for Consultant /JV

- a. Firm/JV must have minimum of 8-years of working experience on 132kV or above rating transmission line projects of similar nature.
- b. The firm should have successfully completed a similar project involving the design, installation, and commissioning of SVC systems in power networks of similar scale. Experience in power system analysis and integration of SVC systems with grid networks is critical, as well as proven capabilities in improving voltage stability and power quality. The firm's experience must also include familiarity with load flow studies, dynamic performance assessments, and solutions for addressing voltage fluctuations and stability issues
- c. Firm/JV must have knowledge of international standards and local regulations and will be responsible for ensuring compliance with all relevant international local technical standards for power system and SVC installation.
- d. Firm / JV partners must have to get registered with Pakistan Engineering Council (PEC) in appropriate category.
- e. Firm / JV shall have sound financial background proportional to the magnitude of work involved. Duly supported by reports, on financial standing of consultant such as balance sheets inter alia, assets and liabilities certified by an auditor along with auditor's report for last three years.
- f. It is preferable that Firm / JV have all requisite key personnel at their payroll. Otherwise, the firm may hire / contract key personnel specifically for this assignment. However, consent of such key personnel for working on the assignment has to be attached with the proposal.
- g. In case of JV, Project Manager must be from the lead firm.

#### 5. Documents Establishing Qualification of Consultant

To prove his qualification for award of Contract, Firm / JV shall provide the following information along with documentary evidence in detail in accordance with Exhibit-I "Criteria for evaluation of technical proposals".

- i. The background and experience of the firm (individual or Joint Venture) including authenticated list of current agreements and other supporting documents of past and present works of a nature similar to this project in the last ten years.
- ii. The detailed approach and methodology along with activity-wise time schedule proposed for carrying out the work as mentioned under the scope of work including other detailed information as deemed relevant.
- iii. The name, qualifications and professional experience of key personnel to be assigned to the project.

#### 6. Duty to Inform

The firms are expected to inform themselves fully of all aspects of the assignment, required consultancy services for the Project and the local conditions before submitting the Proposal by paying a visit to the Project site and sending written queries to QESCO.

The consulting firms will have no claim against QESCO or any of its representatives for damages, losses, costs or expenses, of any nature whatsoever, incurred by the firm resulting from any misunderstanding as to the nature, scope, risks and conditions of the assignment / consultancy services for the project.

Firms are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with QESCO, applicable Laws and regulations or any other matter considered relevant by them.

#### 7. Amendment of RFP

At any time prior to the deadline for submission of Proposal, QESCO may, for any reason, whether at its own initiative or in response to clarifications requested by an Firm, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the official website and by conveying the same to the prospective Firms (who have purchased the RFP document) by fax or e-mail.

All such amendments will be notified in writing through fax or e-mail to all firms who have purchased the RFP document. The amendments will also be posted on the official website along with the revised RFP containing the amendments and will be binding on all firms.

In order to afford the firms a reasonable time for taking an amendment into account, or for any other reason, QESCO may, in its sole discretion, extend the Proposal due date.

#### 8. Receipt of Complete (RFP)

Firms should ensure that they have received the complete set of the RFP Documents. Every Proposal is deemed to be made on the basis of all of the RFP Documents, including any Addenda. The QESCO accepts no responsibility for any Firm lacking a complete set of the RFP documents or any other information.

#### 9. <u>Clarifications and Additional Information</u>

QESCO may request clarifications or additional information from one or more Firms after the Closing Time and prior to the completion of the evaluation and selection of the Preferred Firm. Without limiting the generality of the foregoing, QESCO may:

- (a) At any time seek clarifications, additional information or modifications in connection with a Proposal from one or more firms, and in any manner, including through written correspondence, interviews or presentations by firms;
- (b) Choose not to seek clarifications, additional information or modifications in connection with a Proposal from one or more Firms;
- (c) Discontinue seeking, for any reason, clarifications, additional information or modifications in connection with a Proposal from one or more firms;

And

(d) Seek different clarifications, additional information or modifications in connection with Proposals from different Firms.

QESCO's requests for such clarifications, additional information or modifications may be made for information that has been partially or completely omitted from a Proposal. However, QESCO does not have an obligation to request any additional information or clarification with respect to missing or deficient information in a Proposal.

If QESCO clarifications, additional information or modifications from a firm, such requests will be forwarded to respective firm in writing. QESCO may consider and

take into account any and all additional information or clarification provided by a Firm in response to such requests in the same manner and to the same extent as if that information or clarification was part of such Firm's original Proposal. However, QESCO will not consider any information provided after the closing time or that is not in response to a request.

#### 10. Waiver of Non-Conformities

QESCO may refuse to consider, remove from the evaluation process entirely and to reject outright any Proposal that QESCO determines is materially incomplete, obscure or irregular, that contains exceptions or variations not acceptable to QESCO or that omits any material information required to be submitted by this RFP.

Notwithstanding the foregoing, if a Proposal is received that, in QESCO's opinion, is materially incomplete, obscure or irregular, that contains exceptions or variations not acceptable to QESCO or that omits any material information required to be submitted by this RFP, then QESCO (taking into account the number of compliant Proposals that were actually received) may waive such non-conformance with the requirements of this RFP on such terms and conditions as QESCO may consider appropriate, even if any such non-conformance or failure to comply with the requirements of this RFP would otherwise render such Proposal null and void.

#### 11. <u>Interviews</u>

QESCO may invite any of the Firms to meet with QESCO to provide further explanation and clarification of its Proposals. QESCO is not required to have such meetings with all Firms.

#### 12. Evaluation of Proposal

QESCO will in its discretion evaluate any or all of the Proposals it receives, including all clarifications, additional information, modifications and negotiated changes, by applying the Evaluation Criteria. QESCO may develop particular criteria to facilitate its review and evaluation within the categories set out in the Evaluation Criteria. QESCO may appoint a committee to conduct the evaluation, and QESCO may be assisted by technical, financial, legal and other advisors or employees of QESCO.

Without limiting the particular criteria, QESCO may take into account the following in applying the Evaluation Criteria:

- (a) Non-performance by a Firm on previous contracts with QESCO or others:
- (b) The quality of a Firm's performance on previous contracts with QESCO or others:
- (d) Anticipated or ongoing claims with or in connection with a Firm:
- (e) Any security or safety concerns which QESCO may have in respect of a Firm / consultant or its facilities, subcontractors or suppliers:
- (f) The results of any interview with a Firm or supplied references: or
- (g) Any knowledge of or experience with a Firm or its principals, directors, officers and employees.

QESCO may independently verify any information (including conducting credit, reference and other checks with respect to a Firm) and consider such findings in its evaluation.

QESCO is not required to inform Firms of how Proposals were ranked in the evaluation process.

#### i. Evaluation of Technical Proposal

Technical Proposal will be evaluated on the basis of applicant's experience, its understanding of TOR, proposed methodology and work plan, and the experience of Key Personnel. Only those applicant's whose Technical Proposals get a score of 70% marks or more shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

Each Key Personnel must score minimum 70% marks except as provided herein. A Proposal will be liable to be rejected if the Team Leader scores less than 80% marks or any two of the other Key Personnel score less than 70% marks. In case the selected firm has one Key Personnel, other than the Team Leader, who scores less than 80% marks, he would have to be replaced during negotiations, with a qualified candidate who, in the opinion of the Employer, would score 70% or above.

The following overall criteria will be applied to evaluate/score technical proposal on the basis of factors elaborated in Exhibit-I.

Sr.#	Description	Max. Points
a.	Overall Experience of the Company related to Power Projects.	50
b.	Specific Experience of the Consultant related to the Assignment.	250
c.	Adequacy of the proposed work plan and methodology in responding to the TOR.	50
d.	Qualification, competence and availability of the key personnel for this assignment.	600
e.	Financial soundness	50
f.	Total Points	1000
g.	Minimum overall qualify score	700

Past performance of a firm may be judged on the basis of feedback from employers of the projects mentioned in appendix-B3 to annexure-4. In this regard names, addresses and telephone numbers of the previous clients as well as their representatives should be provided in the above-mentioned form.

The specific experience of the firm and qualification & experience of the proposed personnel shall be of major concern to QESCO. Accordingly, QESCO decision to accept or reject any proposal shall be final.

For evaluation of the qualification and experience of key personnel, all relevant information including details of eligible assignments as well as detailed CVs as per format given in appendices G, H & I of Annexure-4 fully completed and duly signed need to be submitted. Marks will be deducted for incomplete / missing information. The technical proposals would be evaluated on the basis of key personnel qualifications, experience and extent of availability for this assignment.

For the purpose of determining experience of key personnel, those assignments will be considered "**Eligible Assignments**" that involve Construction Supervision of 132kV or higher Voltage Level Transmission Lines and Grid Stations with similar scope / tasks as given in TOR of this RFP.

Provided that a key personnel claiming credit for an Eligible Assignment shall have, prior to Proposal submission date, completed the relevant assignment.

#### ii. Evaluation of Financial Proposal

The financial proposal of all technically qualifying firms as per specified minimum threshold would be opened simultaneously in the presence of their representatives who care to attend. The formula for determining the financial score is the following:

$$Sf = (Fm/F) \times 100$$

Where:

Sf = financial score Fm = is the lowest price

F = the price of the proposal under consideration.

The weights given to the Technical and Financial proposals are as under:

Technical proposal = 80% Financial = 20%

#### 13. <u>Correction of Errors</u>

Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

QESCO's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and QESCO'S evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost

#### 14. Ranking of Proposals and Contract Award

- i. Ranking of proposals will be done by applying a weight of 0.80 (or 80 percent) and 0.20 (or 20 percent) respectively to the technical and financial score of each evaluated qualifying technical and financial proposal and then computing the relevant combined total score for each Consultant.
- The applicant, whose proposal is ranked first, will be invited to negotiate financial and other terms including TOR, personnel schedule, work schedule and reporting etc. of the contract to conclude a binding contract agreement. If negotiations prove unsatisfactory, the next ranked applicant will be invited for negotiations, and, so on, to pursue finalization of the contract award.

- iii. The representative(s) conducting negotiations on behalf of the applicants must have written authority to negotiate and finalize the terms of the contract.
- iv. If for any reason QESCO determines that it is unlikely to reach an agreement with the selected firm, QESCO may terminate negotiations and proceed in any manner, including inviting one of the other firms to enter into negotiations or terminating the Competitive Process and proceed with the Project in any other manner and with any person.
- v. The award of the Contract is subjected with acquiring necessary approvals/NOC's from the competent/relevant authorities by QESCO.

#### 15. <u>Debriefing</u>

After QESCO and the selected Firm have finalized and entered into the Contract, QESCO will conduct a debriefing for any other firm upon request. In a debriefing, QESCO may discuss the strengths and weaknesses of that firm's Proposal, but QESCO will not disclose or discuss any confidential information of another firm and is not required to inform firms of how the Proposals were ranked in the evaluation process.

#### 16. Reservation of Rights

Without limiting QESCO'S rights under other provisions of this RFP, QESCO may:

- (a) Amend the scope of the Consultancy services, modify, cancel or suspend this RFP Stage or any or all stages of the Competitive Selection Process, at any time for any reason:
- (b) Accept or reject any Proposal based on the Evaluation Criteria determined by the QESCO:
- (c) Not accept any or all Proposals;
- (d) Amend any terms and conditions of this RFP, such as deadline dates and the business opportunity described in this RFP:And

(e) Select the next highest ranked Firm as the Preferred Firm in the event the top ranked firm is disqualified or otherwise unable to enter into the Contract with OESCO.

#### 17. Right to reject any or all Proposals

Notwithstanding anything contained in this RFP, QESCO reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of this Clause, QESCO reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Firm does not provide, within the time specified by QESCO, the supplemental information sought by QESCO for evaluation of the Proposal. Misrepresentation/ improper response by the Firm may lead to the disqualification of the Firm. If the Firm is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Firm gets disqualified / rejected, then QESCO reserves the right to consider the next best Firm, or take any other measure as may be deemed fit in the sole discretion of QESCO, including annulment of the Selection Process.

#### 18. Confidentiality

QESCO will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. QESCO may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the QESCO.

#### 19. No Collusion

By submitting a Proposal, each firm on its own behalf and as authorized agent of each firm, corporation or individual member of the firm and firm's team, represents, warrants and confirms to QESCO, with the knowledge and intention that QESCO will rely on such representation, warranty, and confirmation, that its Proposal has been

prepared and submitted without collusion or fraud, and in fair competition with prospective firms, prospective firm's teams, and other firms.

#### 20. Consultant Code of Conduct

Each firm should review and comply with the PEC Consultant Code of Conduct.

#### 21. No Lobbying

Firms and their respective Firm Teams, the members of their Firm Teams, and Any other firm, corporation or individual member of any of them will not communicate or attempt to communicate directly or indirectly with QESCO, including any employees, directors, officers, agents or representatives of any of them during any part of the Competitive Selection Process, except as expressly directed or permitted by QESCO. Firms will also not engage in any form of political or other lobbying whatsoever with respect to the consultancy Project, or otherwise attempt to influence the outcome of the Competitive Selection Process. In the event of any such communications or lobbying, QESCO may at any time, but is not required to, reject any Proposal by that Firm without further consideration, and either terminate that Firm's right to continue participating in this RFP Stage and subsequent stages of the Competitive Selection Process, or impose such conditions on that Firm's continued participation in the Competition Selection Process as QESCO considers is in the public interest or otherwise appropriate.

#### 22. <u>Conflict of Interest</u>

Consultant shall not be recruited for any assignment that would be in conflict with their prior or current obligations to QESCO, or that may place them in a position of not being able to carry out the assignment in the best interest of QESCO. In case it is established at any stage that the consultant proposed a manufacturer / product specific solution, QESCO reserves its right to take any appropriate action.

#### 23. Language

The Proposal with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. In case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which

case, for all purposes of interpretation of the Proposal, the translation in English shall prevail. Any portions of Proposals that are not in English may not be evaluated.

#### 24. Validity of the proposal

The Proposal shall be valid for a period of 120 days after the last date of submission, extendable further on the expiry of this period through mutual agreement.

# ANNEX-2

# Terms of Reference (TOR) For Consultant

#### **TERMS OF REFERENCE**

#### 1. Introduction:

At present, Gwadar/Makran continues to face severe power shortages due to insufficient generating capacity, resulting in massive load shedding. To address the current demand-supply gap and meet the future power needs of the area, a 300MW coal power plant has been planned by the Government of Pakistan (GoP). While some sections of the transmission lines connecting the National Grid with the Makran Grid have been completed, the interconnection of the coal power plant with the National Grid System, which is essential for the evacuation and transfer of power to the respective load centers of the Makran Grid Network, is still in progress.

#### 2. Objectives:

The integrated transmission interconnection scheme for evacuation of power from 300 MW Coal Power Plan Gwadar has been prepared on the basis of Interconnection Study. Since the fate of 300 MW Coal Power is not confirmed/decided, but due to severe power crisis in Makran region specially Gwadar, QESCO intends to flow the power from National Grid Network towards Makran/Gwadar tail end. The project was divided into different segments. Status of each segment is shown in the Table-1 below. Now the employer intends to ensure the successful implementation of segment 'd'. For this purpose, the employer desires to hire consultancy services for design, construction, supervision and other allied activities of the project on the turn key basis.

#### 3. Scope of Consultancy Services.

The consulting services are divided into following two Tasks.

Task-A: It covers

- Task A1: Preparation of Engineering Design
- Task A2: Preparation of Tender Documents
- Task A3: Tendering and Contracting

Assignment-B: It covers

- Task B1: Design Review
- Task B2: Contracts Management
- Task B3: Construction Supervision

# Table:1 Project Activities for the Interconnection Scheme, Including 132kV Double-Circuit and Single-Circuit Transmission Lines, Grid Stations and SVCs:

S.No.	Nature of Work	Status
a.	132 kV D/C T/L from 300MW, Coal Power Plant Gawader to	Status of this line is associated
	132 kV grid station Gwadar Old (with twin bundled Greely	with COD of 300 MW which is
	conductor) (20km), along with line bays	yet to be confirmed in IGCEP
b.	132 kV D/C T/L from 300MW, Coal Power Plant Gawader to	Status of this line is associated
	132 kV grid station Turbat (with Greely conductor) (180km),	with COD of 300 MW which is
	along with line bays	yet to be confirmed in IGCEP
C.	132 kV SDT T/L from 132kv grid station Turbat to 132 kV grid	Status of this line is associated
	station Panjgoor (with Greely conductor) (180km), along with	with COD of 300 MW which is
	line bays	yet to be confirmed in IGCEP
d.	Installation and Commissioning Static VAR Compensators	RFP is in the process of being
	(SVCs) each at proposed sites	issued for this project activity

e.	132 kV D/C T/L from 132kv grid station Panjgoor to 132 kV	Completed
	grid station Nag (new) (with Cairo conductor) (125km), along	
	with line bays	
f.	132 kV D/C T/L from 132kv grid station Nag (new) to 132 kV	Completed
	grid station Basima (with Cairo conductor) (90km), along with	
	line bays	
g.	132 kV D/C T/L from 132kv grid station Basima to 132 kV grid	Completed
	station Nal (with Cairo conductor) (50km), along with line bays	
h.	Construction of 132 kV grid station at Nag, installation of	Completed
	equipment, erection, testing and commissioning etc.	
i.	2 <sup>nd</sup> Circuit stringing from 132 kV Panjgoor - Hoshab (132km),	Completed
	Hoshab – Turbat (82km), Gawadar – Pasni (121 km) (with Cairo	
	conductor) (50km), along with line bays	

Detailed scope of each Assignment is given below:

#### Task A: Engineering Design and Tendering.

The Assignment A will consist of, but not be limited to, the following:

- Task A1: Preparation of Engineering Design
- Task A2: Preparation of Tender Documents
- Task A3: Tendering and Contracting

#### Task A1: Preparation of Engineering Design

The need for SVC installation (e.g., improving voltage stability, enhancing power quality, reactive power compensation, etc.). Specify the locations and capacities of the SVC units to be installed on the basis of load flow study carried out by NTDC.

- Sub-Task A4.1: Preparation of Project Specifications, including the survey for Static VAR Compensators (SVCs) and associated equipment. This includes conducting a subsoil investigation, determining the number and types of foundation designs, and developing a comprehensive layout plan for the SVCs and related infrastructure.
- Sub-Task A4.2: Project Implementation Planning and Procurement Packaging.
  - o Review the power system's current reactive power compensation needs.
  - o Recommend the appropriate size, type, and number of SVC units.
  - Perform site assessments, considering not limited to environmental, logistical, and operational factors
  - o Assist in preparing technical requirements for the procurement process.
  - o Review bids from suppliers and evaluate their technical and financial viability.
  - o Assist in contract negotiations with the SVC suppliers.
- Sub-Task A4.3: Preparation of BOQ and Costing

#### **Sub-Task A4.1: Preparation of Project Specifications**

The consultant will assist in preparing technical requirements for the procurement process and will review bids from suppliers and evaluate their technical and financial viability. Assist in contract negotiations with the SVC suppliers.

The consultant shall develop technical specifications and engineering drawings for equipment and necessary material and works i.e. civil works, installation testing & commissioning of the facility to be installed but not limited to SVC's and allied equipment. The consultant would ensure that the specifications are comprehensive in every respect and all requirements of

design criteria are covered and satisfied by the specifications as per WAPDA/QESCO standards.

#### Sub-Task A4.2: Project Implementation Planning and Procurement Packaging

The Consultant shall prepare a critical path schedule for the Project, starting with the tendering and contracting for National and International Competitive Bidding (NCB/ICB) and the construction period up to final completion, using appropriate project scheduling software. At a minimum, the schedule shall:

- (i) demonstrate the sequence and interdependency of all work and identify activity durations and resources;
- (ii) identify all key permitting, environmental commitments and assurances, and construction activity limitation including time for the submission, review and acceptance of submittals;
- (iii)identify all critical and significant material or equipment deliveries; and
- (iv)illustrate available float for all major schedule activities, etc., considering weather conditions.

The schedule shall be used as basis for the calculation of interest during construction and monitoring construction activities.

Prepare a workable and cost-effective overall implementation plan and plans for each component of the project as well as operation plan for the project consulting services for supervision and administration, and monitoring and evaluation of the project impact; civil works; equipment/plant, vehicles and other goods required for the project implementation.

#### Sub-Task A4.3: Preparation of BOQ and Costing

Based on the identified requirements of the various project components, the Consultant shall prepare a detailed BOQ for the project including plant, civil works, installation services, security services, vehicles, computers etc.

The Consultant shall prepare a detailed cost estimate for each stage separately including: mobilization, infrastructure, surveys, investigations, civil works, Equipment & Plant (manufacturing/purchase, transport, erection, installation, testing, commissioning, etc.), environmental, taxes, import duties, administration and legal costs, engineering and supervision, insurance's, physical contingencies, price contingencies, etc.

#### Task A2: Preparation of Tender Documents

The following parts of the tender documents shall be prepared by the Consultants for each lot separately:

- General conditions of contract
- Special conditions of contract
- Bid and Appendices
- Special provisions
- Specifications
- Bills of Quantities and equipment lists
- Drawings

The Consultant shall particularly: a) Prepare, review or revise to a high professional standard the technical specifications of the Project, ensuring that they are in line with the Client's rules

and permit submission of clear, complete and competitive tenders; b) Ensure that the environmental performance criteria, as set out by the environmental assessments are met by the specifications;

Assist the Client in following the procedures for national/international tendering (including prequalification, if required);

#### Task A3: Tendering and Contracting

The Consultant will provide as and when required basic professional services to assist the Client in tendering for the project, the evaluation of offers and the award of contracts. This comprises, but is 8d to:

- I. Assist the Client in setting up the logistics for the tender process and in any pretendering meeting;
- II. Assist the Client in any clarifications requested by the prospective bidder/suppliers (drafting replies to written requests for additional information);
- III. Advise the Client during tender evaluation and assist in the preparation of tender evaluation reports, and make recommendations concerning the overall technical adequacy and reasonableness of the proposed contract price;
- IV. Provide professional services as required to review the winning tenderer's drawings and detailed designs for compliance with all specified contract requirements and technical specifications, industry standards and good engineering practice and
- V. Assist the Client in the preparation of contract documents, the contract negotiations with the winning tenderer and the award of the Contracts.

The consultants will provide the above services during tendering and contracting stage.

Employer reserve the right to stop the implementation of the project after the evaluation of the offers of the contractors.

#### Task-B: Design Review, Construction Supervision & Contract Management

The tasks and activities in Assignment-B shall include, but not be limited to, the installations of SVC's and allied equipments:

- Task B1: Design Review
- Task B2: Contracts Management
- Task B3: Construction Supervision

#### Task B1: Design Review

The assignment is likely to consist of, but not limited to, the following tasks:

- Sub-Task B1.1: Review and Approval of Contractor's Design.
  - o Provide on-site supervision of SVC installation.
  - o Ensure that installation meets design specifications and industry standards.
  - Assist in resolving any technical issues that arise during installation.
- Sub-Task B1.2: As Built Drawings.
- Sub-Task B1.3: Punch List.

#### Sub-Task B1.1: Review and Approval of Contractor's Design

The Consultant shall review and approve the Turnkey Contractor's basic and detailed design and drawings, technical data/schedules, drawings, construction methodologies and procedures, design of foundation, equipment and material specifications/ drawings, operation and maintenance manuals, as built data & drawings, etc., covering all the aspects of the construction/installation & commissioning of the facility to be installed to ensure conformance with applicable codes, standards, manuals, work requirements and provisions of the contract. If the Consultant is not satisfied with the design proposed by the contractor(s), may recommend changes necessary to meet the project overall requirements.

#### **Sub-Task B1.2: As Built Drawings**

The Consultants will review, provide feedback, and ultimately approve the drawings, including any revisions made during the installation of the SVCs. These as-built drawings will be prepared by the Contractor upon project completion and will include:

- As-built layout, electrical schematics, and equipment placement drawings for the SVC installation, updated by the Contractor.
- As-built drawings for the foundations and protective structures of the SVC equipment.

The as-built documents will be prepared in four sets, both in hard and soft copy formats. Three sets will be provided to the Client, and one retained by the Consultant. The Consultant will securely store one complete set of the as-built drawings and documents in both hard copy and digital formats.

#### **Sub-Task B1.3: Punch List**

Towards the end of the construction and installation of SVC's and allied equipment the Consultant will prepare a punch list recording all works and installations which may require completion or remedial measures for incorrect execution/defects, and will monitor the completion of all incomplete or defect works and installations to ensure that a fully completed project of high quality is achieved.

#### **Task B2: Contracts Management**

The assignment is likely to consist, but not limited to the, following tasks:

- Sub-Task B2.1: Monitoring of Project Progress
- Sub-Task B2.2: Quality Assurance
- Sub-Task B2.3: Monitoring of Project Budgets
- Sub-Task B2.4: Project Coordination and Communication
- Sub-Task B2.5: Review and Reporting

#### **Sub-Task B2.1: Monitoring of Project Progress**

The Consultant will assist the Client in the preparation of the reports required for the reporting to QESCO, insofar as they are directly linked to progress in implementing and in administrating the Project. The Consultants will prepare and update the procurement, implementation, delivery and disbursement schedules for the Contractors employed on site, to be used as basis for reporting on the progress of project implementation; The Consultants will prepare appropriate progress reports and cost reports.

#### **Sub-Task B2.2: Quality Assurance**

The Contractors will establish systems of Quality Monitoring (QM), Control (QC) and Assurance (QA). The Consultant will check the implementation and performance of these QM, QC and QA procedures and realize quarterly QM/QA audits of the Contractor. At the start of the supervision services the Consultant will prepare a Project Manual in order to establish an efficient Quality Management System for this Project.

#### **Sub-Task B2.3: Monitoring of Project Budgets**

The Consultant will maintain a computerized cost control system within the Project Management System (PMS) for budget monitoring and cash flow forecasting. The system will be linked with the MS PROJECT CPM network to provide information on project costs for the periodic reports required by Client. Payments to be made to the Contractor will either be on the basis of monthly invoicing for the construction works and will be linked to relevant milestones for delivery of plants or a combination of various construction/installation activities.

#### **Sub-Task B2.4: Project Coordination and Communication**

The Consultant will establish and coordinate communication between the various entities involved in the Project as there are:

- Employer/Owner
- Consultants head office
- Consultant's supervision team
- Contractors

The Consultant will be in charge of the coordination of all communication of the project team, i.e. defining the responsibilities of each project unit. A database comprising the contact data, such as telephone numbers, e-mail addresses, fax numbers etc. of each project party and their concurring key personnel will be established, regularly updated and made available to all project parties.

The Consultant will organize and document regular project meetings with all involved parties in order to assure a good working communication between the project parties and to assure that everyone works based on the latest information. The Consultant will prepare respective Minutes of Meeting of all meetings and subsequent agendas which will be distributed to the parties involved. All protocols, Minutes of Meetings, agendas and so on will be filed according to the filing system introduced through the Quality Management System.

#### **Sub-Task B2.5: Review and Reporting**

At the start and during the course of construction, the Contractor will have to submit details working methods, equipment, plant and temporary works design details in shop drawing before the start of construction / installation of the relevant part of the works. These revised methods and equipment/plant will be checked for conformance with the design concepts, the technical specifications and applicable national and international standards to ensure quality and safe working methods. The Consultant will check the Contractor operations against the approved revised method statements.

#### **Task B3: Construction Supervision**

The assignment is likely to consist of, but not limited to, the following sub-tasks:

- Sub-Task B3.1: Mobilization of Contractors
- Sub-Task B3.2: Site Instructions and Co-ordination with the Contractor
- Sub-Task B3.3: Supervision of the Construction/Installation Work
- Sub-Task B3.4: Workshop Inspection and Acceptance
- Sub-Task B3.5: Testing & Commissioning

The Consultants will be responsible for construction supervision of all contracts. They will be designated as the Engineer in the civil works, goods, plants, and other equipment supply and installation works, and will be responsible for inspection and supervision of the construction works, installation of equipment, and testing of construction material, in order to ensure that the works are implemented and goods supplied in accordance with the deigns, specifications, and terms, and conditions of the relevant contracts and standards. As mentioned above, the Consultants shall ensure that procurement of plant, services, civil works, and installation are in accordance with Client's Polices and guidelines; and the contracts are signed and managed properly including any changes or variation orders during implementation.

#### **Sub-Task B3.1: Mobilization of Contractors**

The Consultant will provide highly qualified and experienced staff for the supervision of the construction activities, which will be responsible for:

- Implementing all the contract and inspection procedures to ensure that the design, specifications, drawings, and general contractual requirements are being met.
- Notifying the Contractor when he is failing in his obligations, and agreeing on necessary remedies.
- Maintaining adequate records.
- Quality control & assurance site testing.
- Checking the setting out of the work.
- Checking and approving the Contractor's work schedule.
- Checking and approving the Contractor's construction material.
- Checking that the Contractor is providing sufficient qualified personnel and adequate construction equipment.
- Verification of the work performed and supply delivered to the sites.

#### Sub-Task B3.2: Site Instructions and Co-ordination with the Contractor

The Consultant will hold regular site and co-ordination meetings with the Contractor, to review the progress of the works, identify possible difficulties in the construction procedures and to discuss and agree the necessary remedial measures. The Consultant will establish, together with the Contractor, the necessary priorities at site and keep records of the issues discussed in the meetings, and informing the Client on any action to be taken.

Depending on the situation, the Consultant will issue either written or verbal site instructions. Verbal site instructions will be given, whenever quick decisions are required in order not to delay the ongoing works, to prevent ongoing works from being performed incorrectly or in an unsafe manner. This may particularly be the case during excavation and support works in

critical ground conditions, concreting works and equipment erection and embedment works. Verbal site instructions will always require a written confirmation afterwards.

The Consultant will discuss and agree with the Contractor on the modus of provisional measurements and estimates for the Contractor's monthly invoicing, with the aim to shorten the time for invoice checking and to avoid overpayments. However, exact figures will be established for the final measurements.

#### Sub-Task B3.3: Supervision of the Construction/Installation Work

The Consultant shall supervise the installation of the Static VAR Compensators (SVCs) and associated equipment and shall make diligent efforts to ensure efficient and cost-effective execution in accordance with the Plans and Specifications and the terms of the contract. The Consultant shall ensure that all specified environmental criteria are adhered to. Additionally, the Consultant shall conduct thorough inspections of all materials and equipment prior to their incorporation into the Project, promptly rejecting any items that do not comply with the Specifications. The Consultant will also oversee and inspect the integration of these materials into the Project, as well as the quality of workmanship involved. As the representative of the Employer/Client, the Consultant shall bear sole responsibility for ensuring that the Contractor performs the installation work in compliance with the contract terms, Plans, and Specifications. In fulfilling this responsibility, the Consultant shall issue necessary directives and impose restrictions to ensure the Contractor's reasonable and proper compliance with the terms of the Construction Contract and the Plans and Specifications related to the installation of the SVCs.

#### **Sub-Task B3.4: Workshop Inspection and Acceptance**

As far as practicable, quality of materials, workmanship and performance of the major items of the work and equipment to be furnished under the Contract shall be inspected at the places of manufacture. The Consultant will carry out the joint inspections with the Client in the Contractor workshops, assigning experts for these services who are conversant with the job and cognizant in the relevant codes and standards as well as acquainted with international practices for testing. The compliance of the materials, workmanship and erection methods with the specifications will be checked and any deviations will be recorded. Decisions will be made in co-ordination with the Client whether to accept or reject the deviations.

#### Sub-Task B3.5: Testing & Commissioning.

Supervise the testing of the SVC system before commissioning. Ensure the system operates as per the specified parameters (voltage regulation, harmonics control, etc.). Prepare reports on system performance during testing and commissioning.

The Consultant will assist the Client in monitoring and reviewing testing & commissioning and taking over of works upon completion. This shall include the inspection of civil works, proper installation of plant and recommendation to the Client for issuance or not of the acceptance certificate.

The Consultant will assist the Client in performing final inspection and testing of facilities and in determining final acceptability of them, and provide the same assistance with regard to the civil works, as far as applicable.

#### Sub-Task B3.6: Training and Capacity Building.

Conduct training sessions for the power utility's personnel on operation and maintenance of the SVC system.

#### **Sub-Task B3.7: Post-Commissioning Support.**

Provide post-installation support, including troubleshooting and performance monitoring during the warranty period.

#### ESTIMATED NUMBERS OF PROFESSIONALS

Sr. No.	POSITION	NO. OF KEY PERSONNEL
KEY	PERSONNEL	
1	Project Manager/Team Leader	1
2	Contract and Procurement Expert	1
3	SVC Specialist/Expert	1
4	SVC Design Engineer (Electrical)	1
5	Grid Station Design Engineer (Electrical)	1
6	Civil Engineer Design and Construction	1
7	Testing and Commissioning Expert	1

#### QUALIFICATION AND EXPERIENCE OF

#### **CONSULTANT'S KEY PERSONNEL**

#### 1. Project Manager/Team Leader.

The candidate should have at least a Bachelor's Degree in Electrical Engineering from a recognized university. Specific experience in leading SVC or similar power systems projects is essential. The candidate must have a minimum of 20 years of overall experience, with at least 10 years in project-related activities, and 8 years in senior positions such as Team Leader or Project Manager. Experience in managing the design, supervision, and installation of SVCs or similar grid stability projects is preferred. If the candidate holds a Master's Degree in Electrical Engineering or Business Administration, the overall experience should still be 20 years, with at least 10 years in project-related activities and 6 years as Team Leader or Construction Manager

#### 2. Contract and Procurement Expert:

A Bachelor's Degree in a relevant field (Engineering, Supply Chain, or Procurement) from a recognized university is required. The candidate should have a minimum of 15 years of overall experience, with at least 2 eligible assignments related to contractual and procurement activities for SVC installations, power systems, or grid station projects. Experience with projects involving reactive power compensation or grid stability solutions is preferred.

#### 3. SVC Specialist / Expert

He should have at least bachelor degree in Electrical Engineering from a recognized university with 5-10 years over all experience in Power System engineering. He should have minimum 02 assignments on his credit of 132kV or above rated with a focus on reactive power compensation and voltage regulation. He should demonstrate experience in the design, installation, testing and commissioning of SVC's/similar equipment. Expertise in grid stability projects and dynamic voltage control solutions is highly preferred.

#### 4. SVC Design Engineer (Electrical)

A Bachelor's Degree in Electrical Engineering from a recognized university is required, with a minimum of 15 years of overall experience and at least 10 years in SVC-related or similar power system projects. The candidate should be familiar with the design, installation, and operation of SVCs, with expertise in evaluating technical and economic factors for SVC integration into grid networks. If the candidate has a Master's Degree in a relevant field, the required experience may be reduced to 12 years with 8 years of SVC-related activities

#### 5. Grid station Design Engineer (Elect)

The candidate must possess a Bachelor's Degree in Electrical Engineering from a recognized university, with 15 years of overall experience, including at least 10 years in the planning, design, management, and supervision of grid stations of 132kV or above. Specific experience in integrating SVC systems into grid stations is essential.

#### 6. Civil Engineer Design and Construction

The candidate should hold a Bachelor's Degree in Civil or Structural Engineering from a recognized university. The overall experience should be 15 years, with a minimum of 10 years in designing and constructing foundations and protective structures for SVC installations or similar power infrastructure. If the candidate has a Master's Degree in Civil/Structural Engineering, the required experience may be reduced to 12 years, with 8 years in SVC or related project activities.

#### 7. Testing and Commissioning Expert

A Bachelor's Degree in Electrical Engineering from a recognized university is required. The candidate should have at least 15 years of overall experience, including 2 completed assignments related to testing and commissioning of SVC systems or similar high-voltage equipment. Experience in testing and commissioning projects rated at 132kV or above is required

## **Evaluation Criteria**

# Factors for Evaluation of Consultant' Technical Proposal (Total 1000 Marks)

Sr. No.	Description	Max. Weight
I	Experience	
1.	<ul> <li>a. Overall experience of the company relating to power projects over last 08-years.</li> <li>b. If experience is less than 08-years score will be calculated on following formula;</li> </ul>	50
2.	(No. of years/08) x 100  Specific Experience of the consultant related to the assignment	250
	Sub-Total	300
II.	Approach and Methodology	
1.	Quality of Methodology	10
2.	Work Program	20
3.	Man-month Development	10
4.	Proposal Presentation	10
	Sub-Total	50
III.	Personnel	600
IV.	Financial Soundness	
1.	<ul> <li>a. Average Net Working for last three years of consultants equal or more than Rs.200 Million.</li> <li>b. if working capital is less than Rs. 200 Million score will be calculated on following formula (Average Working Capital/200) X 30</li> </ul>	20
2.	<ul> <li>a. Average Turn Over for last 3 years of consultants equal or more than Rs. 700 Million.</li> <li>b. If Turn Over is less than Rs. 700 Million score will be calculated on following formula (Average Turn Over/700) X 30</li> </ul>	20
3.	<ul> <li>a. Consultant's operating profit to turn over ratio is equal or more than 15%.</li> <li>b. If ratio is less than 15% score will be calculated on following formula (Ratio/15) X 30</li> </ul>	10
	Sub Total	50
	TOTAL	1000

#### V. Evaluation Criteria for Personnel

**Note:-** For key personnel detailed CVs need to be submitted. The Technical proposal would be evaluated on the basis of key personnel qualifications, experience and extent of availability of this assignment

A.	Key personnel	Max. Weight
1.	Project Manager/Team Leader	125
2.	Contract and Procurement Expert	50
3.	SVC Specialist/Expert	100
4.	SVC Design Engineer (Electrical)	100
5.	Grid Station Design Engineer (Electrical)	75
6.	Civil Engineer Design and Construction	100
7.	Testing and Commissioning Expert	50
	Total (A)	600

B.	Individual Key Personnel Evaluation	Max. Weightage
1.	Project Manager/Team Leader	
	a. Basic Qualifications	
	i. B.Sc. (Electrical Engineering)	20%
	Sub-Total	20%
	b. Experience	
	i. Overall	20%
	ii. Project Related	35%
	iii. Specialized Training	5%
	iv. Working as Team Leader / Project	20%
	Manager	20,0
	Sub-Total	80%
	Total (I)	100%
2.	SVC Design Engineer (Electrical)/ Grid Station	
	Design Engineer (Electrical)/ Civil Engineer Design	
	and Construction	
	a. Basic Qualifications	
	i. B.Sc. (Engineering in the Relevant Field)	
	Sub-Total	20%
	Sub Total	20% <b>20%</b>
	b. Experience	20 / 6
	i. Overall	25%
	ii. Job Related	50%
	iii. Specialized Training	5%
	Sub-Total	80%
	Total (2)	100%

3.	Contract and Procurement Expert/ Testing and Commissioning Expert	
	a. Basic Qualifications	
	i. B.Sc. (Engineering in Relevant Field )	20%
	Sub-Total	20%
	b. Experience	
	i. Overall	25%
	ii. Job Related	50%
	iii. Specialized Training	5%
	Sub-Total	80%
	Total (3)	100%
4.	SVC Specialist/Expert	
	a. Basic Qualifications	
	ii. B.Sc. (Engineering in Relevant Field ) Sub-Total	20% <b>20%</b>
	b. Experience	
	i. Overall	20%
	ii. Job Related (with similar Experience)	40%
	OR (with SVC Experience)	50%
	iii. Specialized Training (with similar Experience)	20%
	OR (with SVC Experience)	10%
	Sub-Total	80%
	Total (4)	100%

# Annex-3

**Technical Proposal Forms** 

#### Format for Technical Proposal

- 1. Technical proposal will be in English language and submitted with Form sample at Form-1 to this Annexure. It will demonstrate knowledge of the Consultant regarding services requirements and understanding of the tasks set forth in Terms of Reference (TOR) for Consultant.
- **2.** The proposal should be based on the following format:
  - i. Background and experience of the firm (s) / joint venture associated for the purpose of providing the services for this assignment, including any overseas work experience. A list of past and present references covering major assignments of similar nature carried out, or being carried out by the firm(s) / JV, if any, as per sample at **Form-2** to this **Annexure.**
  - ii. Information on the staff deployment on the existing assignments by the firm/JV at the time of submitting this proposal as per sample **Form-3** to this **Annexure**.
  - iii. General approach and methodology proposed for carrying out the services including such detailed information as deemed relevant (sample form at **Form-4** to this **Annexure**).
  - iv. Supportive illustrations by way of:
    - a) Implementation work plan/schedule of principal activities indicating those on the critical path (sample at **Form-5** to this **Annexure**).
    - b) A bar-chart manning schedule indicating the estimated duration (separately in the Head Office and in the field) as per sample **Form-6** to this **Annexure.**
    - c) Composition of team personnel and the tasks to be assigned (sample at Form-7 to this Annexure).
  - v. Name, age, background, employment records and detailed professional experience of the personnel to be assigned for providing the proposed services, with particular reference to the kind of experience required for the project (sample of CV at Form-8 to this Annexure).
  - vi. A schedule on completion and submission of reports (sample format **Form-9** to this **Annexure**).

- vii. Comments, if any, regarding the **Terms of Reference** (**TOR**) etc. to improve performance in carrying out the assignment (sample at **Form-10** to this **Annexure**).
- viii. Proposed / association arrangement, in accordance with requirements of the Pakistan Engineering Council Act, supported with:
  - a) An organization chart along with details of firms / joint venture arrangements to show equitable and effective participation of the members and regional representation, if any.
  - b) A chart showing total staff broken up for committed on other projects and allotted to this assignment.
    - Status of registration with Pakistan Engineering Council (PEC) (statutory requirement of the Government of Pakistan).

#### TECHNICAL PROPOSAL SUBMISSION LETTER

To:	(insert name and address of client)
Sub:	
Dear Sir,	
	We, the undersigned, offer to provide the consultancy services for (insert
name of proj	ect) in accordance with your request for proposal vide Advertisement dated
	We are hereby submitting our Proposal which includes this Technical
Proposal (inse	ert number of copies) and Financial Proposal sealed under a separate envelope.
	We are submitting our Proposal as (insert JV or
single entity).	We hereby declare that all the information and statement made in this proposal
are true and a	ccept 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.
indicated in th	ne Data Sheet, we undertake to negotiate on the basis of the proposed Personnel.
Our proposal	is binding upon us and subject to the modifications resulting from Contract
negotiations.	
	We understand that you are not bound to accept any Proposal you receive.
We remain,	
Yours sincere	ly,
For	
Signature	
Designation	
Official Stam	0

# FIRM REFERENCE RELEVANT SERVICES CARRIED OUT THAT BEST ILLUSTRATE QUALIFICATION

PROJEC	Г NAME	COUNTRY
PROJECT LOCATION	WITHIN COUNTRY	PROFESSIONAL STAFF PROVIDED BY THE FIRM
NAME OF	COLUENTE	NO OF STAFF
NAME OF	CLIENI	NO. OF STAFF
ADDI	RESS	NO. OF STAFF MONTHS
START DATE (MONTH / YEAR)	COMPLETION DATE (MONTHS / YEAR)	APPROX: VALUE OS SERVICES
NAME OF ASSOCIAT	ED FIRM(s) (IF ANY)	NO. OF MAN-MONHTS OF PROFESSIONAL STAFF PROVIDED BY ASSOCIATED FIRM(s)
NAME OF SENIOR STAI	FF INVOLVED AND FUN	ICTIONS PERFORMED:
DETAILED NARRATIVE	E DESCRIPTION OF PRO	JECT:
DETAILED DESCRIPTION	ON OF ACTUAL SERVICE	ES PROVIDED BY THE FIRM:

#### **Present Staff Deployment**

Major Project(s) Presently Undertaken:					
Project Name Location Ass	sociates(s):				
Field of Expertise	Total Number of Permanent Staff	Staff Assigned to Above Projects			

# Description of Approach, Methodology Proposed For Performing the Assignments as Consultant

#### Work Plan/Activity Schedule

Sr. Work/Activity (In the For					Monthly Form o	y Pro	gram r Cha	fron	n date	e of encen	nent		
No.	v	1	2	3	4	5	6	7	8	9	10	11	12

# WORK PLAN / TIME SCHEDULE FOR PROPOSED PERSONNEL

S. No.	Name	Position		Month					Man-Month
201100	2 (₩2220	2 00242012	1	2	3	4	5	6	1 -1
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

# Composition of the Personnel and the Tasks to be assigned

#### 1. <u>Technical/Managerial Personnel</u>

Sr.No.	Name	Position	Task/Assignment
1.			
2.			
3.			
4.			
5.			

#### 2. Support Personnel

Sr.No.	Name	Position	Task/Assignment
1.			
2.			
3.			
4.			
5.			

# Format of Curriculum Vitae (CV) For Proposed Personnel

1.	Proposed Position:	
2.	Name of Firm:	
3.	Name of Personnel:	
4.	Profession:	
5.	Date of Birth:	
6.	Years with firm:	
7.	Nationality:	
8.	Membership of professional Societies:	
	(Membership of PEC is Mandatory):	
9.	Detailed Tasks Assigned on the Project	
10.	Key Qualifications:	
	[Give an outline of personnel member's experience and training most pertinent to t assignment. Describe degree of responsibility held by personnel member on relevant assignments and give dates and locations. Use upto one page.]	
11.	Education: [Summarize college/university and other specialized education of personnel member names of institutions, dates attended and degrees obtained.]	er, giving
12.	Employment Record: [Starting with present position, list in reverse order every employment held. List all by personnel member since graduation, giving dates, names of employing organiza positions held and location of assignments. For experience in last ten years, also givactivities performed and client references, where appropriate.]	tions, title of
13.	Language: [Indicate proficiency in speaking, reading and writing of each language as excellen poor.]	t, good, fair or
14.	Certification:	
	I, the undersigned, certify that to the best of my knowledge and belief this bio-data describe myself, my qualifications and experience. I understand that my willful miss described, herein may lead to my disqualification or dismissal, if engaged.	•
	Date:	_
Sions	ature of Personnel/Member Authorized Official from the Firm Day/Month/Year	

### **Completion and Submission of Reports**

S.No.	Report	Date
1.	Inception Report	
2.	Interim Progress Report(s)	
	- Monthly	
	- Quarterly	
	- Yearly	
3.	<b>Draft Completion Report</b>	
4.	Final Completion Report	

### **Comments/Suggestions of Consultant**

1.	Monitoring of Project Activities/Work Supervision/Qualit Assurance	
2.		
• 1.	Project Management	
2.		etc.
•	Detailed Scope of work	
1.		
2.		ata
۷.		eic
	ta, Services and Facilities to be provided by the Client, indicate	
On the Da		d, if any, in the
On the Da	ta, Services and Facilities to be provided by the Client, indicate	d, if any, in the
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On the Da	ta, Services and Facilities to be provided by the Client, indicate	d, if any, in the
On the Da	ta, Services and Facilities to be provided by the Client, indicate	d, if any, in the

#### **CURRENT COMMITMENTS OF THE FIRM**

It is suggested that detail of firm's current project (in hand assignments) are provided under this section as per format given below.

Sr. No.	Name of Project	Start Date	Expected Date of Completion	Client
1				
2				
3				

#### **ADDITIONAL INFORMATION**

It is suggested that any additional information, for which the firm believes that the same may enhance its standing, may be provided under this section.

# Annex-4 Financial Proposal Forms

#### FINANCIAL PROPOSAL SUBMISSION LETTER

To:	
Subject:	
Dear Sir,	
Adver	We, the undersigned, offer to provide the <i>Consultancy Services for</i> to name of the project) in accordance with your request for Proposal vide tisement dated and our Technical Proposal. Our ed Financial Proposal is for the sum or Rs. (in figure) [Pak Rupees (in )].
receiv	We understand that you are not bound to accept any Proposal you e.
We re	main,
Yours	sincerely,
For	
Signat	ture
Design	nation
Officia	al Stamp

#### **SUMMARY OF COST OF CONSULTANTS**

1	SURVEY (STUDY AND ASSE	SSMENT)	T			
Item No	Description	Unit of Measurement	Estimated Quantity	Unit Rates (Pak Rs.)	Total Pric	ce (Pak Rs.)
i	Site survey and detailed layout for Static VAR Compensators (SVC) installation, including but not limited to leveling, ground assessment, and preparation of site plans. This includes soil investigation and geotechnical studies, along with detailed design preparation using appropriate software. The Consultant will also prepare construction plans for SVC foundations and ensure proper staking of equipment locations. Additionally, the Consultant will be responsible for ensuring security arrangements during the project phase.	Site	X	Y	Z	
2	PREPARATION OF SPECIFIENGINEERING DESIGN	CATIONS, COM	IPLETE & C	OMPRI	EHENSIVE	E
i.	Preparation of Specifications, Complete & Comprehensive Engineering Design including Preparation of detailed specifications and engineering designs for the installation and commissioning of Static VAR Compensators (SVCs). This includes foundation design as per site-specific requirements, accounting for soil conditions, Estimation, and comprehensive bidding documents. The Consultant will also manage bidding processes and provide necessary technical support, ensuring adherence to the Terms of Reference (TOR).	Site	X		Y	Z
	Total Cost of Task-A					
ask-B	T				T	
1	Contract Management, Constructi Invoices, Testing and Commission	• · · · · · · · · · · · · · · · · · · ·		ontracto	r's	

Grand Total (Tasks A+B) =	
•	( U.T.

Note: Prices shall be Inclusive of all Taxes and duties excluding GST.

# Annex-5 FORM OF CONTRACT AGREEMENT

#### **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 theday of			
(month) of(year), between, on the one hand			
(Hereinafter called the "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 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)

Appendix H: Form of Advance Payment Guarantee

- 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	(the CIENT)
Signatures	Signatures
Name	Name
Title	Title
	(Seal)
	For and on behalf of
Witness	(CONSULTANTS)
Signatures	Signatures
Name	Name
Title	Title

#### **ANNEX-6**

# STANDARD CONTRACT AGREEMENT FOR CONSULTANCY SERVICES

#### CONTRACT FOR CONSULTANCY SERVICES

#### **Between**

# QUETTA ELECTRIC SUPPLY COMPANY (NAME OF THE CLIENT)

and
AME OF THE CONSULTANTS)
£o
for
(NAME OF PROJECT)
Month and Year

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Appendix D- Reporting Requirements

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Appendix G- Payment Schedule

# CONTRACT AGREEMENT

#### 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 (he	ereinafter called	the "Contra	act") i	is made	on	the day	of
month) of (year), b	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 the 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 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)

# GENERAL CONDITIONS ()F CONTRACT

#### 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 inforce from time to time;
- (b) "Consultant" means any private or public entity that will provide the Services to the Client (QESCO) under the Contract.
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC), the Special Conditions (SC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6 of GC;
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (f) "GC" means these General Conditions of Contract;
- (g) "Government" means the Government of the Islamic Republic of Pakistan;
- (h) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- (i) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (j) "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:
- (k) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;

- (l) "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;
- (m) "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 C;
  - (o) "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:
  - (p) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-consultant; and
  - (q) "Project" means the work specified in SC for which engineering consultancy services are desired.

#### 1.2 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.

#### 1.3 Law Governing the Contract

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

#### 1.4 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.

#### 1.5 Notices

1.5.1 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 in SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

#### 1.6 Location

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

#### 1.7 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 (QESCO) or the Consultants shall be taken or executed by the Authorized Representatives specified in the SC.

#### 1.8 Taxes & Duties

The Payment of Taxes, Duties, Fees and other impositions as may be levied under the applicable law, in respect of the Consultant and their personnel shall not be the responsibility of QESCO except 16% GST levied by Government of Balochistan/Pakistan.

#### 1.9 Headings

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

#### 1.10 Fraud and Corruption

#### 1.10.1 Definitions

The consultants will observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy:

- (a) Defines, for the purpose of this provision, the terms set forth below as follows:
  - i. "corrupt practice" means the offering, 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 Borrower,

- 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:

# 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 Thirty (30) 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 Costs/ Expenditures 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 Modifications or Variations

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

#### 2.6 Extension of Time for Completion

If the scope of work is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase in scope of work shall be regarded as Additional Services; and
- (c) the Client shall extend the time required for Completion of additional Services(i.e for additional scope of work) 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, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in 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 action (except where such strikes, lockouts or other industrial action 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 Sub-consultants 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, all with the objective of carrying 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 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such

event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- (c) 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.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client (QESCO), shall either:
  - (i) Demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client (QESCO), in reactivating the Services; or
  - (ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

#### 2.7.4 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.

#### 2.7.5 Project Duration

Duration of the project is 12 Month + 06 Months Defect liability period. Details of the activities to be carried out during the assignment period are presented in Appendix-C.

#### 2.8 Suspension of Payments by the Client (QESCO)

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 (QESCO)

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 (f) of this Sub-Clause 2.10.1 and sixty (60) days in the case of the event referred to in paragraph (g):

(a) If the Consultant fails to remedy a failure in the performance of its

obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client (QESCO) 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 GC 8 hereof;
- (d) If the Consultant is engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client.
- (f) 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;
- (g) If the Client (QESCO), in its sole discretion and for any reason whatsoever, 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 money 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 (QESCO) 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 Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

#### 2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, 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

#### 2.9.5Payment 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) expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.;
- (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.

#### 2.9.6 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 (g) 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 Sub-consultants 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 Conflict of Interests

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

#### 3.3 Consultants Not to Benefit from Commissions, Discounts, etc.

The payment of the Consultants pursuant to Clause 6 shall constitute the Consultants' payment 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 payment.

#### 3.4 Prohibition of Conflicting Activities

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

#### 3.5 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 (QESCO) business or operations without the prior written consent of the Client (QESCO).

#### 3.6 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 (QESCO) 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 cost payable to 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.

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 cost of the Consultancy Services for the design phase for every year of keeping such cover effective.

#### 3.7 Other Insurances to be taken out by the Consultants

The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client (QESCO), insurance against the risks, and for the coverage specified in the SC, and (ii) at the Client (QESCO)'s request, shall provide evidence to the Client (QESCO) showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

#### 3.8 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) 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 (QESCO) 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;
- (b) Any other action that may be specified in the SC.

#### 3.9 Reporting Obligations

The Consultants shall submit to the Client (QESCO) the reports and documents in the form, in the numbers, and within the periods set forth.

Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix

#### 3.10 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 3.9 shall become and remain the property of the Client (QESCO), 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.

#### 3.11 Equipment and Materials Furnished by the Client (QESCO)

Equipment and materials made available to the Consultants by the Client (QESCO), or purchased by the Consultants with funds provided by the Client (QESCO), 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 (QESCO) an inventory of such equipment and materials and shall dispose of such equipment and materials inaccordance with the Client's instructions or afford salvage value of the same. Whilein the possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of Client (QESCO) in an amount equal to their full replacement value.

#### 3.12 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 (QESCO) 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 (QESCO).

#### 3.13 IMPLEMENTATION OF ESMP AND RP

The consultant will ensure implementation of ESMP (Environmental and Social Management Plan) and RP (Resettlement Plan) during the execution of project.

#### 4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

#### 4.1 General

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

#### 5. OBLIGATIONS OF THE CLIENT

#### 5.1 Assistance, Coordination and Approvals

#### 5.1.1 Assistance

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

- a) Provide at no cost to the Consultants, Sub-consultants and Personnel, documents prepared by the Client or other consulting engineers appoint the Client (QESCO) as shall be necessary to enable the Consultants, Sub-consultant Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the Special Conditions.
- Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items, unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;
- 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) Assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.
- e) Provide to the Consultants, Sub consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

#### **5.1.2** Co-ordination

The Client (QESCO) shall 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.

#### 5.1.3 Approvals

The Client (QESCO) shall accord approval of the documents within such time as specified in the Special Conditions, 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** Services and Facilities

a. The Client (QESCO) shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F.

b. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

#### 5.4 Payments

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

#### 6. PAYMENTS TO THE CONSULTANTS

#### **6.1** Lump Sum Payment:

The Consultants total payment shall not exceed the contract price as specified in SC and shall be activity wise fixed lump sum including all staff cost incurred by the consultants in carrying out the services described in Appendix C.

#### **6.2** Contract Price:

(a) Payment shall be made in local currency i.e. in Pakistani Rupees specified in SC.

#### **6.3** Terms and Conditions of Payments:

- (a) Payments will be made to the accounts of the consultants and according to the payment schedule stated in the Special Conditions. Payments shall be made after the conditions listed in the SC for such payment have been met and the consultants have submitted an invoice to the Client (QESCO) specifying the amount due according to the activities which are completed during that period.
- (b) The client (QESCO) shall pay the consultants' statement within (sixty) 60after the receipt by the Client (QESCO) of such statement with supporting documents. Only such portion of statement that is not satisfactory supported may be withheld from payment. Should any discrepancy be found exist between actual payment and costs authorized to be incurred by the consultant', the client (QESCO) may add or subtract the different from any subsequent payment. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on such due date.

(c) Any amount, which the client (QESCO) has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provision of this contract, shall be reimbursed by the consultant to the client (QESCO) within 30 days after receipt by the consultant of notice thereof. Any such claim by the client (QESCO) for reimbursement must be made within Three (3) Calendar Months after receipt by the client (QESCO) of a final report and a final statement approved by the client (QESCO) in accordance with the above.

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

- (a) Advance payments to the consultants shall be affected within the period specified in the Special Condition, after signing of the Contract Agreement between the parties.
- (b) Any other amounts due to the consultants shall be paid by the Client to the Consultants within Sixty (60) days in case of local currency after the consultants invoice has been delivered to the Client (QESCO).

#### **6.5** Delayed Payments:

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

#### 6.6 Additional Services

Any services which are not specifically mentioned in the scope of work, but allied and essential for effective implementation and completion of the project will also be provided by the consultant and will be deemed to have been part of this contract agreement.

Additional Services (for additional scope of work) means:

- a) Services as approved by the Client (QESCO) outside the Scope of work for which Services described in Appendix C;
- 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(for additional scope of work); and

If, in the opinion of the Client (QESCO), it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such additional services shall be performed with the prior concurrence of both the parties.

The Consultant shall inform the Client (QESCO) of the additional time (if any), and the cost/ expenditures for such additional scope of work. If there is no disagreement by the Client (QESCO) within two(2) weeks of this intimation, such additional work cost/ expenditures shall be deemed to become part of the contract. Such costs/ expenditures shall be determined on the basis of rates provided in Appendices G, in case the additional services for additional work are performed during the scheduled period of services, and otherwise.

#### 6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the Advance Payment) within Sixty (60) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client (QESCO), 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.

#### 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 GC 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 Specified in the SC.

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.

# SPECIAL CONDITIONS OF CONTRACT

#### III SPECIAL CONDITIONS OF CONTRACT

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

#### 1.1 Definitions

"Project" means Consultancy Services for Interconnection of Isolated Makran Area with National Grid Network.

#### 1.5 Authorized Representatives

The Authorized Representatives are the following:

For the Client (QESCO):

For the Consultants:

#### 1.8 Taxes and Duties

The Payment of Taxes, Duties, Fees and other impositions as may be levied under the applicable law, in respect of the Consultant and their personnel shall not be the responsibility of QESCO except 16% GST levied by Government of Balochistan/ Pakistan.

#### **2.1** Effectiveness of Contract:

This Contract shall come into effective from the date of Notification of Award or the signing of Contract by both the parties whichever is earlier.

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

The time period shall be thirty (30) days

#### 2.3 Commencement of Services

The Consultant shall commence the Service within 15 days after Notification of Award or date of signing contract agreement whichever is earlier.

#### **2.4** Expiration of Contract:

The period of completion of Services shall be 24 Months, 8 months for Task-A and 16 months for Task-B from the Commencement Date of the Services.

#### 3.7 Insurance to be taken out by the Consultants:

The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *Rs.* 4,500/-;
- (b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the 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
- (c) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

#### 3.8 Consultants' Actions Requiring Client's Prior Approval

- (c) The Consultants shall also clarify with the Client, before commitments on any action they propose to take under the following:
  - i) Issuing Variations Orders in respect of:
    - Additional scope of works as determined by the Engineer to be necessary for the execution of the Project.
    - any new scope of works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Project.
    - o 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.

#### 3.10 Documents Prepared by the Consultants to be the Property of the Client

The consultant shall not use these documents and software for purposes unrelated to this contract without the prior written approval of the client (QESCO).

#### 5.1.1Assistance

The Client (QESCO) shall make available within 7 days from the Commencement Date, the documents namely:

Contract Documents a/w preliminary drawings / specifications for construction of Project. These shall be supplemented subsequently if warranted.

Other assistance and exemptions to be provided by the Client (QESCO) will be mutually agreed between Client and Consultant.

#### 5.1.2 Coordination

(a) The departments and agencies including Client's Consultants and the contractors who have been assigned the Construction work of the Project.

#### 5.1.3 Approvals

The Client shall accord approval of the documents immediately but not later than two (02) weeks days from the date of their submission by the Consultants

#### 6.1 Lump Sum Payment:

Monthly payments on prorate basis of the activity performed, according to rate quoted against each activity and payment schedule as agreed will be made by the Client (QESCO) to the Consultants.

#### **6.2** Terms and Conditions of Payments:

For Construction Supervision:

- (a) A lump sum amount in foreign and local currencies referred under Special Conditions 6.2 against Construction Supervision (TOR) shall be paid to the consultants for the Services to be completed within specified period of specified in SC 2.4.
- b) Payments shall be made according to the following Schedule:

An advance payment of 10% of Contract Price against verified bank guarantee shall be made within 30 days of signing of contract agreement. The delay in the advance payment shall not be considered a valid reason for any delay in the project timeline. The Advance Payment will be set off by the Client (QESCO) in 10 equal 10 installments against the statements/invoices until the advance payment has been fully set off. First installment for the set off shall be made from first monthly claim of the Consultants.

c) As soon as practicable and preferably within in thirty (30) days after the end of each calendar month during the period of services, the Consultants shall submit their bills in duplicate to the Client (QESCO) of the services which the consultant completed during that period.

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

The time period for advance payment shall be within thirty (30) days of signing of contract agreement.

#### 6.5 Delayed Payments

The financing Charges are as under:

(i) for local Currency = Calculated on the basis of Prevailing interest rate.

## ANNEX-7 JOINT VENUTURE OR CONSORTIUM DATA

### JOINT VENTURE OR CONSORTIUM DATA

A. Is this response being made on behalf of a Joint Venture (JV), Consortium, or other association of individuals/companies?
Yes/No:
If the answer is "Yes" to the above, please provide the information listed below, and the selected JV etc. information which is requested in each of the other Forms.
B. Is the JV etc. formally constituted by an agreement, letter of association, memorandum of understanding, or other such similar agreement?
Yes/No:
If the answer is "Yes" to the above, the Applicant must enclose a copy of the Agreement etc. with the completed forms. If no formal JV Agreement is in place, letters addressed to the director from each of the companies in the proposed JV should be submitted with the completed forms. Each letter must be signed by a director of the company, or another individual who has the authority to commit the company in such an arrangement. The letter of agreement should reflect that all parties to the agreement are jointly and severally liable for the obligations of the joint venture for any agreement entered into with the Authority.
C. JV/Consortium Specific Information:
The following information should be provided and completed by the Lead Member in the JV:
1. JV/Consortium (Agency) Name:
Name(s) and title of Contact Person(s) to whom future correspondence may be addressed:
Contact(s):
Job Title:
Address:
Telephone: Fax:

2. JV Office Address (if different from above):	
Telephone:	Fax:
Email:	
3. Names of JV/Consortium Members a	
C	
de	
<ul><li>4. Name of Lead Member (Management Sponsor</li><li>5. Proposed distribution of management, for JV/Consortium partners.</li></ul>	inancial and contractual responsibilities between the
6. Proposed allocation of work among the above.	JV/Consortium members if different from question 5
Name(s) of JV Member(s)	Proposed Work