

QUETTA ELECTRIC SUPPLY COMPANY



CONSULTANCY SERVICES FOR :-

- 1. 132kV GRID STATION KAPOOTO WITH ALLIED 132 kV D/C TRANSMISSION LINE (IN & OUT ARRANGEMENT) KALAT-KAPOTO-SURAB (35 KM)**
- 2. 132 kV GRID STATION ORNACH WITH ALLIED 132kV SDT WADH – ORNACH TRANSMISSION LINE (60 K.M).**

DESIGN, CONSTRUCTION, SUPERVISION AND ALLIED ACTIVITIES INCLUDING VERIFICATION OF CONTRACTOR'S INVOICES, PREPARATION OF COMPLETION REPORT, TESTING & COMMISSIONING

REQUEST FOR PROPOSAL (RFP)

June, 2020.

CONSULTANCY SERVICES FOR :-

**1. 132 KV GRID STATION KAPOOTO WITH ALLIED
132kV D/C TRANSMISSION LINE (35 K.M).**

**2. 132 KV GRID STATION ORNACH WITH ALLIED
132 KV SDT WADH – ORNACH TRANSMISSION
LINE (60 K.M).**

REQUEST FOR PROPOSALS (RFP)

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LETTER OF INVITATION

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Subject: Consultancy Services for:-

- 1. 132kV GRID STATION KAPOOTO WITH ALLIED 132 kV D/C TRANSMISSION LINE (IN & OUT ARRANGEMENT) KALAT-KAPOTO-SURAB (35 KM)**
- 2. 132 kV GRID STATION ORNACH WITH ALLIED 132kV SDT WADH – ORNACH TRANSMISSION LINE (60 K.M).**

I. INTRODUCTION.

- The proposed area (1) “**Kapoto**” is presently being fed through 03 x 11kV feeders emanating from 132kV Kalat grid station namely, (i) Kapoto, (ii) Pandran, (iii) Took, which is **inadequate** to tap into the full potential offered by the area and it’s populous. (2) The Proposed area of “**Ornach**” is presently totally deprived from electricity. The area is fertile but water scarcity has handicap the local population. By supply stable and improving the capacity, the locality will get **agricultural boom and socio-economic uplift**, the vicious cycle of poverty and unemployment will be reversed for 85,000 and 80,000 respectively inhabitants **consequently phasing out the subversive tendencies**.
- QESCO believes in providing **equal opportunities** to the people of Baluchistan. By investing into this **neglected and under developed area**, the rate of return though slow and gradual, will be profitable and tangible in the long run. Electricity has played the pivotal role in the development and socio-economic uplift of Baluchistan; the people of Kapoto area deserve equal opportunities as that of other Districts so as to be equal in social, economic, education and health parameters.

II. REQUEST FOR PROPOSAL (RFP)

1. To implement this project, QESCO requires the services of competent consulting firms with the appropriate capabilities and experience to execute services. A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in the RFP.
2. RFP consists of the following documents:
 - i. This 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 **15th July, 2020**.

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. 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 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**

ANNEXURES

ANNEX-1

GENERAL INFORMATION TO CONSULTANT

General Information to Consultant

1. Project (Consultancy Services for):-

- 1. 132 KV Grid Station Kapoto With Allied Transmission Line (35 KM)**
- 2. 132 KV Grid Station Ornach With Allied 132 KV Wadh – Ornach Transmission Line (60 KM).**

2. Instructions Regarding Proposal

- 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 7-years of working experience on 132kV or above rating transmission line and grid station projects of similar nature.
- b. Firm/JV must have, during last 5-years, provided consultancy services of at least **300 KM** (accumulative) and 03 Nos. grid stations of 132kV or above rating of transmission line projects involving detailed engineering design, design review, construction supervision. At least, one such project should be not less than 80 km in length.
- c. Firm / JV partners must have to get registered with Pakistan Engineering Council (PEC) in appropriate category.
- d. 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.
- e. 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.
- f. 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 five 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. Clarifications and Additional Information

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. Interviews

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.	100
b.	Specific Experience of the Consultant related to the Assignment.	100
c.	Adequacy of the proposed work plan and methodology in responding to the TOR.	300
d.	Qualification, competence and availability of the key personnel for this assignment.	400
e.	Financial soundness	100
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:

$$Sf = 100 Fm/F$$

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. Correction of Errors

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.

ii 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 finalization and award of the Contract are subject to QESCO receiving all required approvals from the competent authorities.

15. Debriefing

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 QESCO.

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. Conflict of Interest

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 the proposed area (1) “Kapoto” is presently being fed through 03 x 11kV feeders emanating from 132kV Kalat grid station namely, (i) Kapoto, (ii) Pandran, (iii) Took, which is inadequate to tap into the full potential offered by the area and it’s populous. (2) The Proposed area of “Ornach” is presently totally deprived from electricity. The area is fertile but water scarcity has handicap the local population. By supply stable and improving the capacity, the locality will get agricultural boom and socio-economic uplift, the vicious cycle of poverty and unemployment will be reversed for 85,000 and 80,000 respectively inhabitants consequently phasing out the subversive tendencies.

2. Objectives:

Main objective of the power sector is to provide uninterrupted power supply at affordable rates to the consumers of all categories and to improve the commercial viability of the power sector as a whole. QESCO vision is to provide and maintain fault free high voltage system with minimum possible losses and expenditure. The employer intends to hire consultancy services for Design, Construction Supervision and other allied activities of the project.

3. Scope of Consultancy Services.

The consulting services are divided into following two Tasks.

Task-A: It covers

-) Task A1: Survey, Route Alignment, Plan Tabling and Profile of transmission line.
-) Task A2: Construction Supervision of grid stations and transmission lines.

Task-B: It covers

-) Task B1: Verification of Contractor Invoices
-) Task B2: Testing & Commissioning of Project
-) Task B3: Preparation of completion report

Activities of the project will be :-:

a.	132 KV GRID STATION KAPOOTO WITH ALLIED 132kV D/C TRANSMISISON LINE (35 KM).
b.	132 KV GRID STATION ORNACH WITH ALLIED 132 KV SDT WADH – ORNACH TRANSMISISON LINE (60 KM).

Detailed scope of each Assignment is given below:

Task A: Engineering Design.

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

-) Task A1: Survey, Route Alignment, Plan Tabling and Profile of transmission line.
-) Task A2: Construction Supervision of grid stations and transmission lines.

Task A1: Preparation of Engineering Design

This assignment is likely to consist, but not limited, to the following sub-tasks for the selected route of each 132kV T/Line and for 132kV G/Stations:

-) Sub-Task A.1.1: Preparation of Project Specifications, survey of T/Lines including subsoil investigation, determination of No. and types of towers including foundation design and layout plan of G/Stations

Sub-Task A.1.1: Preparation of Project Specifications

The Consultant shall carry out detail survey of the transmission lines and Geo-tech investigations for determination of types of foundations of Towers/Poles.

The consultant shall develop technical specifications and engineering drawings for transmission lines and grid stations i.e. civil works, erection, stringing, installation testing & commissioning of transmission lines and grid stations. 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.

Task A2: Construction Supervision

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

-) Sub-Task A2.1: Mobilization of Contractors
-) Sub-Task A2.2: Site Instructions and Co-ordination with the Contractor
-) Sub-Task A2.3: Supervision of the Construction/Installation Work
-) Sub-Task A2.4: Testing & Commissioning

The Consultants will be responsible for construction supervision. They will be designated as the Engineer in the civil works and installation works, and will be responsible for inspection and supervision of the construction works in order to ensure that the in accordance with the deigns, specifications, and terms, and conditions of the relevant contracts and standards.

Sub-Task A2.1: 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.

Sub-Task A2.2: 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 A2.3: Supervision of the Construction/Installation Work of T/Line & Grid Station.

The Consultant shall supervise the construction of the transmission lines and grid stations and shall make a diligent effort to ensure the expeditious and economical construction thereof in accordance with the Plans and Specifications and the terms of the contract or contracts and ensure that all specified environmental criteria.

Sub-Task A2.4: Testing & 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.

ESTIMATED NUMBERS OF PROFESSIONALS

Sr. No.	POSITION	NO. OF KEY PERSONNEL
KEY PERSONNEL		
1	Project Manager/Team Leader	1
2	Contract/Procurement Expert	1
3	Transmission Line Design Engineer (Elect)	1
4	Grid station Design Engineer (Elect)	1
5	Civil Engineer Design and Construction	1
6	Testing and Commissioning Expert	1
7	Construction Manager T/Line	1
8	Construction Manager G/Station	1

**QUALIFICATION AND EXPERIENCE
OF
CONSULTANT'S KEY PERSONNEL**

1. Project Manager/Team Leader.

He should have at least a Bachelor Degree in Electrical Engineering from a recognized University. He should have specific experience of working in senior Techno managerial positions on similar projects. The incumbent should have overall minimum experience of 20 years with at least 10 years in project related activities and 08 years as Team Leader/Construction Manager. He should be able to lead the team of consultant and assist QESCO in timely implementation of the project with a quality output. In case of Masters in Electrical Engineering/Masters in Business Administration, the overall experience should be 20 years with at least 10 years in Project related activities and 6 years as Team Leader/Construction Manager.

2. Transmission Line Design Engineer (Elect)

He should have a Bachelor Degree in Electrical Engineering from a recognized University with 15 years overall experience and minimum 10 years exposure to Project related activities. He should be able to decide/ review on the type of transmission line to be laid in a particular area considering all technical and economical factors etc. In case of M.Sc. in relevant field the overall experience should be 12 years with 8 years exposure to similar activities.

3. Grid station Design Engineer (Elect)

He should have a Bachelor Degree in Electrical Engineering from a recognized University with 15 years overall experience and minimum experience of not less than 10 years in planning, designing, managing and supervising works related to grid station design of 132kV or above

4. Civil Engineer Design and Construction

He should have a Bachelor Degree in Civil/Structural Engineering from a recognized University with 15 years overall experience and minimum 10 years' experience in engineering & designing of foundations and protection structures for transmission lines and grid stations. In case of M.Sc in relevant field the overall experience should be 12 years with 8 years exposure to similar activities.

5. Testing and Commissioning Expert

He should have at least bachelor degree in Electrical Engineering from a recognized university with 15 years over all experience. He should have minimum 02 assignments on his credit of 132kV or above rated T/Line (accumulative line length of not less than 120km) and Grid Station each.

6. Construction Manager T/Line

He should have Bachelor Degree in Electrical/Mechanical/Civil Engineering from a recognized University. He should have 15 years overall experience and minimum 10 years of working in the field of 132kV or above transmission lines.

7. Construction Manager G/Station

He should have Bachelor Degree in Electrical/Mechanical/Civil Engineering from a recognized University. He should have 15 years overall experience and minimum 10 years of working in the field of 132kV or above rated grid stations.

Evaluation Criteria

Factors for Evaluation of Consultant' Technical Proposal

(Total 1000 Marks)

Sr. No.	Description	Max. Weight
I.	Experience	
1.	a. Overall experience of the company relating to power projects over last 08-years. b. If experience is less than 08-years score will be calculated on following formula ; (No. of years/08) x 100	100
2.	a. Specific Experience of the consultant related to the assignment over the last 05-years. b. If Experience is less than 05-years score will be calculated on following formula; (No. of years / 05) x 100	100
	Sub-Total	200
II.	Approach and Methodology	
1.	Quality of Methodology	100
2.	Work Program	100
3.	Man-month Development	70
4.	Proposal Presentation	30
	Sub-Total	300
III.	Personnel	400
IV.	Financial Soundness	
1.	a. Average Net Working for last three years of consultants equal or more than Rs.200 Million. b. if working capital is less than Rs. 200 Million score will be calculated on following formula (Average Working Capital/200) X 40	40
2.	a. Average Turn Over for last 3 years of consultants equal or more than Rs. 700 Million. b. If Turn Over is less than Rs. 700 Million score will be calculated on following formula (Average Turn Over/700) X 40	40
3.	a. Consultant's operating profit to turn over ratio is equal or more than 15%. b. If ratio is less than 15% score will be calculated on following formula (Ratio/15) X 20	20
	Sub Total	100
	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	50
2.	Contract Procurement Expert	50
3.	Transmission Line Design Engineer (Elect)	50
4.	Grid Station Design Engineer (Elect)	50
5.	Civil Engineer Design & Construction	50
6.	Construction Manager Transmission Line	50
7.	Construction Manager Grid Station	50
8.	Testing & Commissioning	50
	Total (A)	400

B.	Individual Key Personnel Evaluation	Max. Weightage
1.	Project Manager/Team Leader	
	<ul style="list-style-type: none"> a. Basic Qualifications <ul style="list-style-type: none"> i. B.Sc. (Electrical Engineering) 20% 	
	Sub-Total	20%
	<ul style="list-style-type: none"> b. Experience <ul style="list-style-type: none"> i. Overall 20% ii. Project Related 35% iii. Specialized Training 5% iv. Working as Team Leader / Project Manager 20% 	
	Sub-Total	80%
	Total (I)	100%
2.	Transmission Line Design Engineer/ Grid Station Design Engineer /Construction Manager T/Line/Construction Manager G/Station	
	<ul style="list-style-type: none"> a. Basic Qualifications <ul style="list-style-type: none"> i. B.Sc. (Engineering in the Relevant Field) 20% 	
	Sub-Total	20%
	<ul style="list-style-type: none"> b. Experience <ul style="list-style-type: none"> i. Overall 25% ii. Job Related 50% iii. Specialized Training 5% 	
	Sub-Total	80%
	Total (2)	100%

3.	Contract /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%

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 project) in accordance with your request for proposal vide Advertisement dated _____. We are hereby submitting our Proposal which includes this Technical Proposal (insert 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 accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal i.e. indicated in the 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 sincerely,

For _____

Signature _____

Designation _____

Official Stamp _____

FIRM REFERENCE
RELEVANT SERVICES CARRIED OUT THAT BEST
ILLUSTRATE QUALIFICATION

PROJECT NAME		COUNTRY
PROJECT LOCATION WITHIN COUNTRY		PROFESSIONAL STAFF PROVIDED BY THE FIRM
NAME OF CLIENT		NO. OF STAFF
ADDRESS		NO. OF STAFF MONTHS
START DATE (MONTH / YEAR)	COMPLETION DATE (MONTHS / YEAR)	APPROX: VALUE OS SERVICES
NAME OF ASSOCIATED FIRM(s) (IF ANY)		NO. OF MAN-MONHTS OF PROFESSIONAL STAFF PROVIDED BY ASSOCIATED FIRM(s)
NAME OF SENIOR STAFF INVOLVED AND FUNCTIONS PERFORMED:		
DETAILED NARRATIVE DESCRIPTION OF PROJECT:		
DETAILED DESCRIPTION OF ACTUAL SERVICES PROVIDED BY THE FIRM:		

Present Staff Deployment

Major Project(s) Presently Undertaken:
Project Name Location Associates(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. No.	Work/Activity	Monthly Program from date of (In the Form of Bar Chart) Commencement											
		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
			1	2	3	4	5	6	
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									

**Composition of the Personnel and
the Tasks to be assigned**

1. Technical/Managerial Personnel

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

2. Support Personnel

Sr.No.	Name	Position	<u>Task/Assignment</u>
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 tasks on assignment. Describe degree of responsibility held by personnel member on relevant previous assignments and give dates and locations. Use upto one page.]

11. Education:

[Summarize college/university and other specialized education of personnel member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by personnel member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.]

13. Language:

[Indicate proficiency in speaking, reading and writing of each language as excellent, good, fair or poor.]

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief this bio-data correctly describe myself, my qualifications and experience. I understand that my willful misstatement described, herein may lead to my disqualification or dismissal, if engaged.

Date: _____

Signature of Personnel/Member Authorized Official from the Firm

Day/Month/Year

Form-9
Completion and Submission of Reports

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

Form-10

Comments/Suggestions of Consultant

1. **on the Terms of Reference (TOR):**

) Monitoring of Project Activities/Work Supervision/Quality Control / Quality Assurance

1. _____

2. _____ etc.

) Project Management

1. _____

2. _____ etc.

) Detailed Scope of work

1. _____

2. _____ etc.

II. **On the Data, Services and Facilities to be provided by the Client, indicated, if any, in the TOR:**

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____ etc.

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,

We, the undersigned, offer to provide the *Consultancy Services for (insert name of the project)* in accordance with your request for Proposal vide Advertisement dated _____ and our Technical Proposal. Our attached Financial Proposal is for the sum or Rs. (in figure) [Pak Rupees (in words)].

Our financial proposal shall be binding upon us and subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal i.e. indicated in the Data Sheet.

If negotiations are held during the period of validity of the Proposal, we confirm availability of our team of proposed personnel. Our proposal is binding upon us and subject to the modification resulting from Contract negotiations.

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

We remain,

Yours sincerely,

For _____
Signature _____
Designation _____
Official Stamp _____

SUMMARY OF COST OF CONSULTANTS

Task-A					
1	SURVEY				
Item No	Description	Unit of Measurement	Estimated Quantity	Unit Rates (Pak Rs.)	Total Price (Pak Rs.)
	Route alignment and detailed surveying, including but not limited to, change and leveling, preparation of plan & profile drawings using PLS-CADD, Survey Reports, spotting of towers and preparation of construction structure list, staking (Centre and reference pegs) of the tower locations to be concreted etc. complete in all respects as per specifications and proper sub soil investigation, as per detail in TOR. Moreover, Firm / consultant shall be responsible for arranging fool proof security for the purpose till completion of the project.				
1.	Construction of 132 KV D/C T/Line (In & Out Arrangement from Kalat – Surab T/Line) for Kapoto.	Km	35		
2.	Construction of 132 KV SDT Transmission Line Wadh – Ornach.	Km	60		
	Total Cost of Task-A				
Task-B					
1	Construction Supervision, Verification of Contractor's Invoices, Testing and Commissioning and preparation of completion reports as per detail in TOR.				

Grand Total (Tasks A+B) = _____

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

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 the ____ day 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 CLIENT)
Signatures _____	Signatures _____
Name _____	Name _____
Title _____	Title _____
	(Seal)
	For and on behalf of
	(CONSULTANTS)
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

(NAME OF THE CONSULTANTS)

for

(NAME OF PROJECT)

Month and Year

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IV. APPENDICES

Appendix A- Letter of Intent by the Client

Appendix B- Acceptance Letter

Appendix C- Description of Services

Appendix D- Reporting Requirements

Appendix E- Key Personnel

Appendix F- Services and Facilities to be provided by the Client

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 (hereinafter called the "Contract") is made on the __ day of __ month) of __ (year), between, on the one hand _____ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, _____ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A : Description of 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 OF 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 Sub-consultant 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 Three (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 24 Month (08-months for Task-A and 22 months for Task-B). 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

2.9.5 Payment upon Termination

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

- (a) 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 Sub-consultants, as well as the Personnel of the Consultants and any Sub-consultants, 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 in accordance with the Client's instructions or afford salvage value of the same. While in 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.

- b) 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, Sub-consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F.
- 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) 60 after 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

ClauseNo. of GC	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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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):

Project Director (GSC), QESCO,
Bungalow No.03 Opposite Bazai Qila,
Airport Road, Quetta, Pakistan
(Postal Code: 87300)
Telephone: 0092-81-2881092
Facsimile: 0092-81-2307054
Email : pdgscqescoqta@gmail.com

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:
 - o Additional scope of works as determined by the Engineer to be necessary for the execution of the Project.
 - o 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).

5.1.1 Assistance

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 shall be made within 30 days of signing of contract agreement. The Advance Payment will be set off by the Client (QESCO) in 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.

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 VENTURE 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: _____

Email: _____

2. JV Office Address (if different from above):

Telephone: _____

Fax: _____

Email: _____

3. Names of JV/Consortium Members

% share of JV by each Member

a. _____

b. _____

c. _____

d. _____

e. _____

4. Name of Lead Member (Management Sponsor):

5. Proposed distribution of management, financial and contractual responsibilities between the JV/Consortium partners.

6. Proposed allocation of work among the JV/Consortium members if different from question 5 above.

Name(s) of JV Member(s)	Proposed Work