

**CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST
OF RFO BASED IPPs IN PAKISTAN - CLARIFICATIONS**

S.No	RFP Reference	Clarification Sought from CPPA-G	CPPA-G Reply
1	Advertisement; EPADS RFP; Section 1, C	The Advertisement requires submission of Technical and Financial Proposals electronically through PPRA Pak e-PADS V2.0. However, the RFP available on CPPA-G's website as well as the EPADS-generated RFP contain provisions requiring physical sealed envelopes, including separate sealed Technical and Financial Proposals, an outer sealed envelope, physical submission for time stamping and physical opening of the Technical Proposal. Please clarify which procedure shall govern the procurement and confirm that the bid is to be submitted entirely through EPADS V2.0. Please also issue the necessary corrigendum/amendment deleting or replacing the provisions relating to physical submission.	Bids to be submitted through EPADS ver 2.0
2	EPADS-generated RFP; Section 1	The EPADS-generated RFP contains provisions apparently derived from the standard EPADS consultancy procurement framework as well as CPPA-G-specific provisions, some of which are inconsistent, particularly regarding submission procedure, bid security, clarifications and proposal requirements. Please clarify the hierarchy/applicability of these provisions and issue a consolidated/corrected RFP or corrigendum identifying the provisions applicable to this procurement.	CPPA RFP will be considered for Procurement Process as available on EPADS ver 2.0
3	EPADS-generated RFP, Contract Forms / Agreement	The EPADS-generated RFP contains two separate forms of contract/agreement, including a standard agreement appearing to be the standard form provided through PPRA/EPADS and an additional Form of Contract/Agreement included by CPPA-G. The two documents appear to contain overlapping contractual provisions and may contain different terms and conditions. Please clarify which of the two forms of contract will constitute the Contract to be signed with the successful Consultant. In case the CPPA-G-specific Form of Contract is intended to prevail, please confirm that the standard PPRA/EPADS agreement will not separately form part of the Contract.	CPPA RFP containing Contract Agreement will be considered for Procurement Process
4	Advertisement; RFP, Section 1(B)(ii) / EPADS	The RFP available on CPPA-G's website requires a non-refundable tender document fee of Rs.100,000 through Demand Draft, whereas the Advertisement states that the bidding documents may be downloaded free of cost. Further, the procurement is being conducted through EPADS. According to PPRA Rule 23 (5), price of bidding documents means the cost of printing and providing the documents only which is not applicable in case of procurement through EPADS. Please confirm that the tender document fee is not applicable for this procurement.	Non-refundable tender document fee of Rs.100,000 is applicable.
5	EPADS RFP; Section 1(B) and C	The EPADS provisions refer to submission of bid security or a Bid Securing Declaration, whereas the CPPA-G-specific RFP does not clearly specify the amount/form of bid security whereas EPADS-generated RFP specifies Bid Security of PKR 0. We understand that a bid security is not required for this procurement. Please confirm and also clarify as to whether a Bid Securing Declaration is required or not.	Bid Securing Declaration would be required
6	Section 1(B)(vii); EPADS provisions	The EPADS provisions require clarification requests/responses to be processed through EPADS, whereas the CPPA-G-specific RFP states that CPPA-G will respond by official letter. Please clarify the prescribed mechanism for submission and response to pre-bid clarification requests and confirm whether all such communications will be processed through EPADS V2.0.	Requests/Responses will be processed through EPADS ver 2.0
7	Section 1(B)(iii)	The RFP requires all pages of the bidding documents, including pages containing corrections/overwriting, to be signed by the authorized signatory and refers to physical submission. Please clarify how this requirement is to be complied with for electronic submission through EPADS, including whether scanned signed documents or digitally signed documents will be acceptable.	Signed and stamped scanned copies be uploaded on EPADS ver 2.0
8	Section 1(C); Advertisement	The RFP requires the Technical and Financial Proposals to be placed in separate physical envelopes and subsequently in one outer envelope, whereas EPADS requires electronic uploading of the proposals. Please clarify.	Bids to be submitted through EPADS ver 2.0
9	Technical Evaluation Criteria, Financial Strength	The Financial Strength criterion contains two thresholds both appearing to be assigned the same mark/category, including "Above 750 million" and "Above 500 million etc.. Please clarify the intended thresholds, marks and scoring structure for the Financial Strength criterion.	Follow Eligibility Criteria of RFP
10	Appendix B / Appendix E	There is an inconsistency in the allocation of IPPs to Work Packages. Appendix B identifies WP/03 as Attock Gen and WP/04 as Liberty Power Tech, whereas Appendix E identifies WP/03 as Liberty Power Tech and WP/04 as Attock Gen. WP/05 is also identified differently as "Narowal Energy Limited" and "HUBCO Narowal". Please confirm the correct Work Package allocation and exact legal name of each IPP.	WP Numbers are irrelevant

**CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST
OF RFO BASED IPPs IN PAKISTAN - CLARIFICATIONS**

S.No	RFP Reference	Clarification Sought from CPPA-G	CPPA-G Reply
11	Appendix E / Scope of Work	Appendix E identifies Attock Gen as an RFO Gas Turbine-based CCPP which according to our understanding is also DG sets based CCPP. Please clarify / confirm.	Typo Error. All IPPs are DG sets based CCPPs
12	Appendix A, Items 5, 6 and 15-16	The Consultant is required to verify instrumentation calibration, conduct uncertainty analysis and develop/validate correction curves using OEM information. Please clarify which historical operating data, PPA data, design data, OEM information, existing correction curves and calibration records will be provided by CPPA-G/the respective IPPs and the responsibility/timeline for providing such information.	Under Article 10 of Contract Agreement, Coordination and Reporting Procedure will be signed with Successful bidder containing all such details.
13	Appendix A, Item 5	The RFP provides that primary energy meters may be calibrated by TSG/NGC and fuel-flow meters may be calibrated by an accredited laboratory. Please clarify whether the cost of meter calibration, laboratory testing, specialist services and associated mobilization will be borne by CPPA-G/IPP or the Consultant and whether such costs are to be included in the lump-sum Financial Proposal.	Costs regarding Calibration of Primary Energy Meters and Fuel Flow Meters will not be borne by the Consultant.
14	Appendix A, Items 12 and 15	The RFP requires three clean RFO samples to be taken during the test, mixed and tested for calorific value, and also requires consideration of the average sludge factor for the last financial year. Please clarify the prescribed methodology for determination of the sludge factor and confirm that the required historical sludge-factor data will be provided by the respective IPPs.	As per ToRs of RFP
15	Appendix A, Item 14	The Consultant is required to repeat the test following interruption of the unit, complex or grid system without additional cost until successful completion. Please clarify whether this requirement applies irrespective of the cause and duration of the interruption, including interruptions attributable to the IPP, grid, CPPA-G or other circumstances beyond the Consultant's reasonable control.	As per ToRs of RFP. Include Contingency Charges in Financial Bid.
16	Appendix A, Item 17	The RFP permits CPPA-G and the IPP to reject a test where a "significant deviation" from historic operating parameters is observed, but the term "significant deviation" and the relevant historic reference period/parameters are not defined. Please define the criteria for determining a significant deviation and the procedure for rejection, repeat testing and acceptance of the test.	"Significant Deviation" will be defined in Procedure and Test Methodology
17	Appendix A, Items 14, 17 and 20	The scope provides for repeat testing and also permits CPPA-G to assign any other task pertaining to the heat-rate test. Please clarify that additional testing or activities arising from circumstances not attributable to the Consultant's default, including repeated tests caused by IPP/grid issues or additional requirements introduced after approval of the test procedure, will be subject to corresponding adjustment of time and cost.	As per ToRs of RFP. Include Contingency Charges in Financial Bid.
18	Appendix A; Master Agreement	The RFP refers to the Master Agreement dated 12 February 2021, including Section 6 and an efficiency-sharing mechanism, but the relevant provisions of the Master Agreement are not included in the RFP. Please provide Section 6 and all other relevant provisions of the Master Agreement governing heat-rate determination, efficiency sharing and the Consultant's services so that bidders can properly understand and price the assignment.	Beyond the scope and mandate of Consultant. May be shared with successful bidder.
19	Section 1(B)(xi); Article 27	The RFP requires a Performance Guarantee (PG) whereas the amount of PG is set as 10% and 20% of the Contract Amount at different places in the document. Considering that the procurement relates to professional consultancy services and as per Pakistan Engineering Council (PEC) Letter No. PEC/REG/2010 dated 13th October 2010, bid bond and performance bond/guarantee requirements are not applicable and are irrelevant for services rendered by engineering consultancy firms. In view of the above, this requirement may please be reviewed/deleted for consistency with PEC's notification/bye-laws and international practices. Also if PG is required then the amount of PG cannot exceed 10% of the Contract Price as per PPRA Rule 39.	Not merited pursuant to PPRA Consultancy Services Regulation, 2010. Further, 10% of the Contract Amount as PG will be considered pursuant to PPRA Rules 39 and EPADS ver 2.0
20	Section 1(B)(xi); Article 27.1	Section 1(B)(xi) requires submission of the Performance Guarantee within seven days of signing the Contract, whereas Article 27.1 specifies a different period. Please confirm the applicable period for submission of the Performance Guarantee.	07 days
21	Article 27.1 and 27.3	Article 27.1 requires the Performance Guarantee to remain valid for one year and to be extended annually until expiry of the Contract, whereas Article 27.3 provides for its release after three months subject to successful completion of the assignment. Please clarify the intended validity period and the specific event/date triggering release of the Performance Guarantee.	As per RFP

**CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST
OF RFO BASED IPPs IN PAKISTAN - CLARIFICATIONS**

S.No	RFP Reference	Clarification Sought from CPPA-G	CPPA-G Reply
22	Article 4.10 / Article 27.2	The RFP provides for Liquidated Damages at 0.5% of the prorated milestone amount per day and refers to a "maximum limit" of LDs, but no maximum aggregate LD limit is clearly specified. As per Pakistan Engineering Council (PEC) Letter No. PEC/REG/2010 dated 13th October 2010, such bond/guarantee-linked and LD-type provisions are not applicable and are irrelevant for services rendered by engineering consultancy firms. Accordingly, CPPA-G's requirement of Liquidated Damages @ 0.5% per day (Contract Article 4.10) may please be reviewed/deleted for consistency with PEC's notification/bye-laws and international practices.	Not merited pursuant to PPRA Consultancy Services Regulation, 2010 and EPADS ver 2.0. Further, maximum limit of LDs is upto relevant milestone.
23	Article 4.10; Appendix A	Please confirm that delays resulting from circumstances beyond the Consultant's control, including non-availability of the IPP/unit/grid, non-availability of required data or instrumentation, delay in calibration/laboratory testing, delay in approval of test procedures, or delayed provision of OEM information, will result in corresponding extension of the applicable milestone/completion dates and exclusion from LD assessment.	Under Article 10 of Contract Agreement, Coordination and Reporting Procedure will be signed with Successful bidder containing all such details.
24	Appendix B; Appendix Z	Appendix B presents the assignment on an IPP/Work Package basis, whereas the Financial Bid Form appears to provide for a consolidated price. Please clarify whether bidders are required to quote (i) one lump-sum price for the complete assignment, (ii) separate prices for each Work Package/IPP, or (iii) both.	one lump-sum price for the complete assignment
25	Article 18; Appendix B	The payment provisions provide for milestone-based payments, while the Work Packages are to be undertaken for individual IPPs. Please clarify whether payments will be processed separately for each IPP/Work Package upon completion and acceptance of the relevant milestone or only after completion of the corresponding milestone for all IPPs.	As per Work Order of RFP
26	Article 13.4; Article 18	The final payment is subject to CPPA-G's acceptance of the Final Heat Rate Test Report, while the Contract allows payment to be withheld where deliverables are considered deficient. Please specify the objective acceptance criteria and the maximum period within which CPPA-G will review a deliverable and either accept it or notify the Consultant of deficiencies.	As per ToR of RFP
27	Article 16.2	Article 16.2 limits the Consultant's aggregate liability to 100% of the Contract Price, but also requires the Consultant to bear costs and damages resulting from late or improper performance affecting the project schedule. Please clarify the relationship between these provisions and confirm that the aggregate liability cap applies to the Consultant's total liability under the Contract except for expressly identified exclusions.	As per RFP
28	Article 20.1	CPPA-G has the right to terminate the Contract for convenience by giving 30 days' notice. Please clarify whether, in such circumstances, the Consultant will be compensated for committed costs, demobilization costs and other unavoidable liabilities reasonably incurred in reliance on the Contract in addition to payment for services performed up to the effective date of termination.	As per RFP