

Request for Proposal

CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST OF RFO BASED IPPs IN PAKISTAN (Consultancy Services)

International

Single Stage-Two Envelope



August 06, 2026

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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Central Power Purchasing Agency (CPPA) (Central Power Purchasing Agency (CPPA))** has reserved Funds for the procurement planned for FY **2026-27**. The **Central Power Purchasing Agency (CPPA) (Central Power Purchasing Agency (CPPA))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of "**CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST OF RFO BASED IPPs IN PAKISTAN**" with the reference of "**P82198**"
2. The **Central Power Purchasing Agency (CPPA) (Central Power Purchasing Agency (CPPA))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Bank Guarantee** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **<https://epads.gov.pk/opportunities/federal/procurements/82198>**.
6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, September 7, 2026 11:00 AM**. Proposals will be opened on the same day at **Monday, September 7, 2026 11:30 AM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on

the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at <https://www.youtube.com/watch?v=MNW6T38v7tc>

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

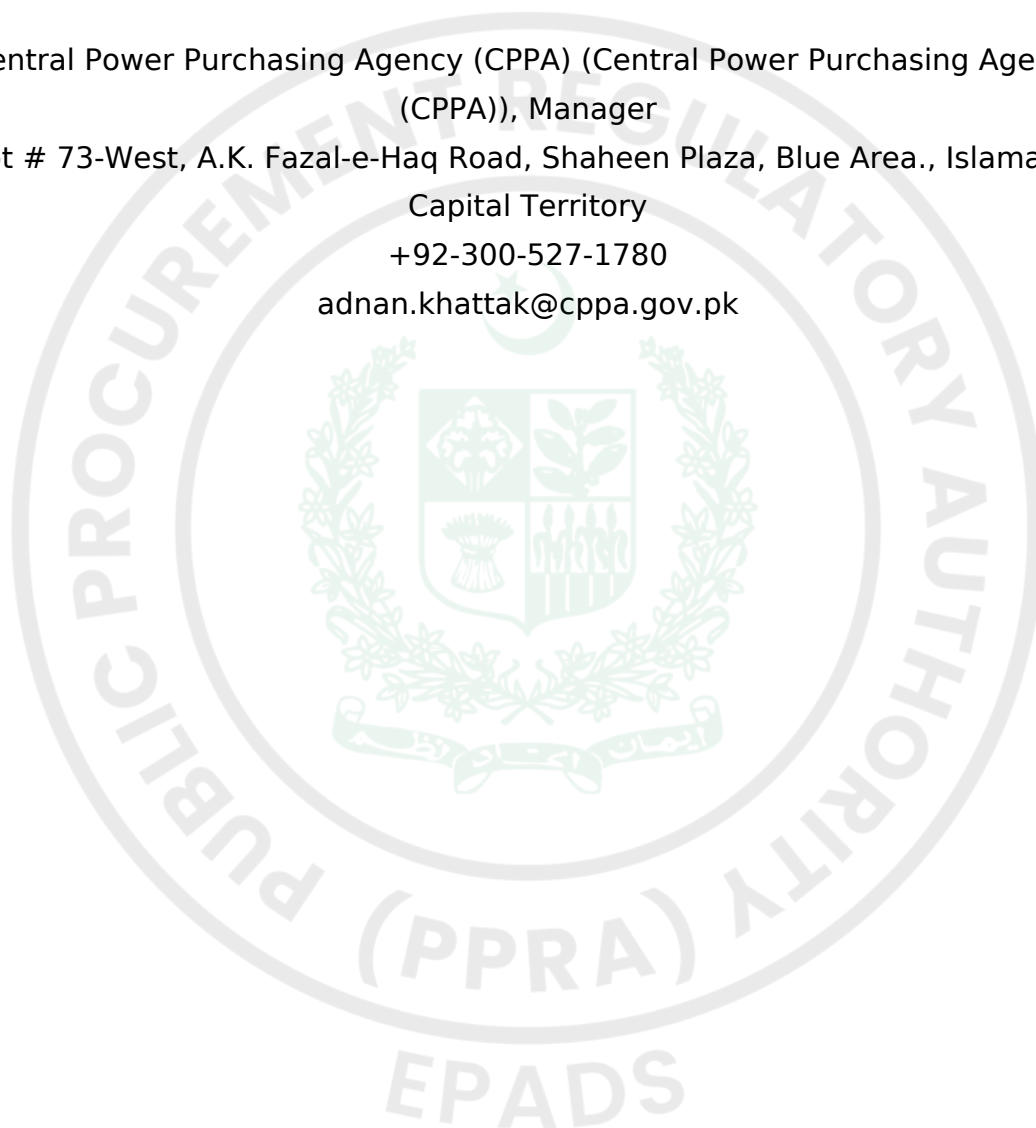
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Instructions to Bidders

A. General Provisions

1. Introduction

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

2. Corrupt and Fraudulent Practices

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

B. Preparation of Proposals

3. General Considerations

3.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

4. Language

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

Documents Comprising the Proposal

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

6. Only One Proposal

6.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

7. Proposal Validity

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

7.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

7.4. Extension of Validity Period

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

8. Bid security/Bid Securing Declaration

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severally responsible.

8.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. Clarification and Amendment of RFP

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

10. Preparation of Proposals - Specific Considerations

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

10.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. Financial Proposal

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

12. Taxes

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

13. Currency of Proposal

13.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. Submission/withdrawal of Proposals

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. Opening of Proposal

15.1. The Procuring Agency will open all Proposal through **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. Evaluation of Technical Proposals

16.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

17. Opening of Financial Proposals

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date and time for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0**.

18. Correction of Errors

18.1. 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.

18.2. The Procuring Agency'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 the Procuring Agency'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.

19. Conversion to Single Currency

19.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

20. Selection Technique

20.1. Quality and Cost Based Selection

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

20.2. Fixed-Budget Selection (FBS)

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

20.3. Least-Cost Selection.

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. Negotiations

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

22. Availability of Key Experts

22.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

23. Award of Contract

23.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. Grievance Redressal Mechanism

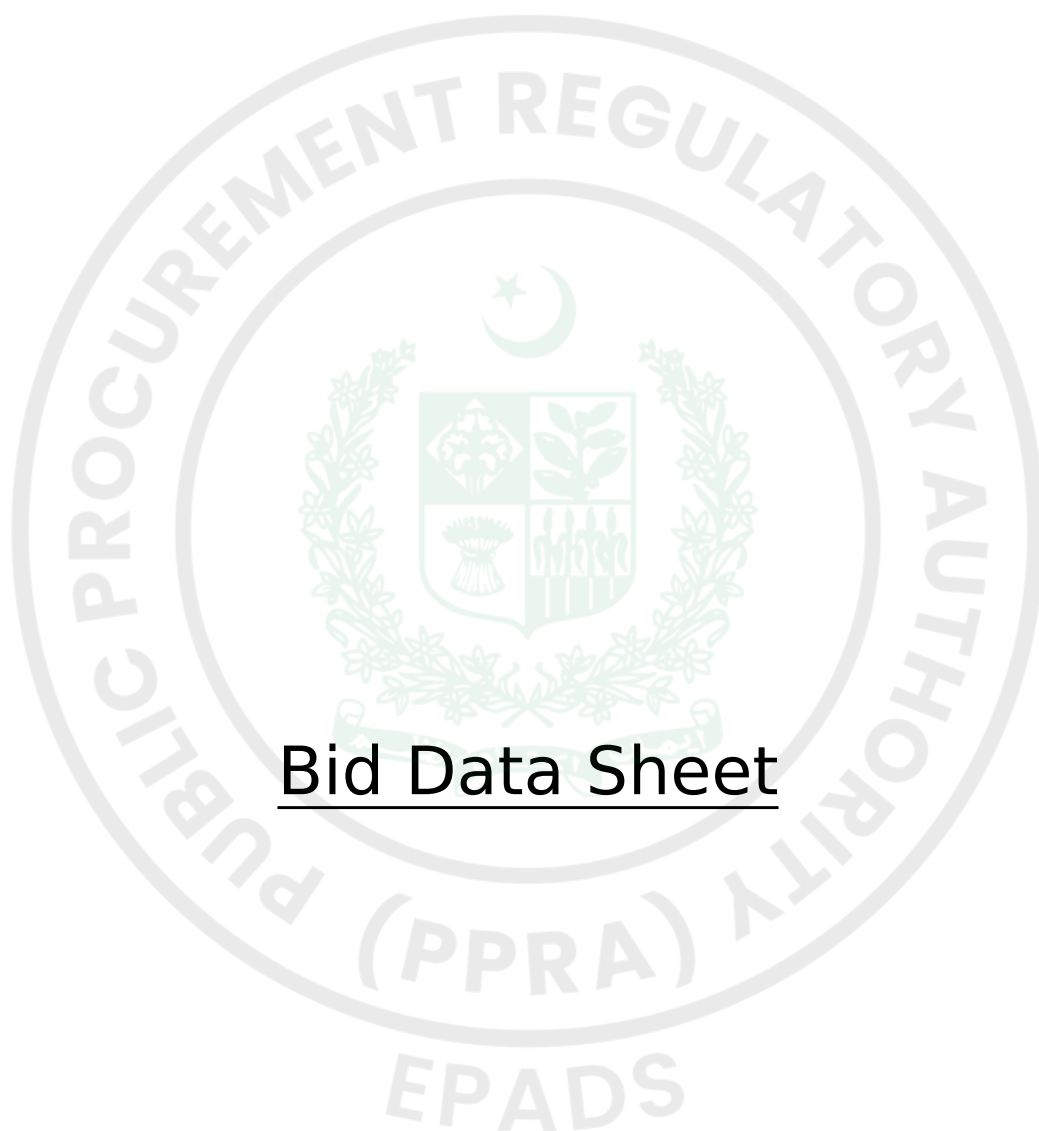
24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

25. Mechanism of Blacklisting

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. Environmental objectives

26.1. As per Rule 4 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured



Bid Data Sheet

Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number

ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. General

1

1.1

Name of Procuring Agency: **Central Power Purchasing Agency (CPPA)**
(Central Power Purchasing Agency (CPPA))

The subject of procurement is: **CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST OF RFO BASED IPPs IN PAKISTAN**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P82198**

BDS Clause Number 2

ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Wednesday, August 19, 2026

Pre-Bid Meeting: Wednesday, August 19, 2026 11:00 AM

Venue: Plot # 73-West, A.K. Fazal-e-Haq Road, Shaheen Plaza, Blue Area.

B. Preparation of Proposals

BDS Clause Number 3

ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4

ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 6

ITB Number 7.1

Proposals shall be valid until **180 Days**

BDS Clause Number 7

ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 8

ITB Number 10.2

The Consultant's Proposal must include the minimum Key Experts' time-input of _____person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 9

ITB Number 105

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

BDS Clause Number 10

ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 11

ITB Number 7.6

Services and Their related documents:

See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 12

ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Bank Guarantee**

BDS Clause Number 13

ITB Number 13.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 14

ITB Number 14.1

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Plot # 73-West, A.K. Fazal-e-Haq Road, Shaheen Plaza, Blue Area., Islamabad Capital Territory

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Monday, September 7, 2026 11:00 AM**

BDS Clause Number 15

ITB Number 15.1

The Bids opening shall take place on **EPADS v2.0**.

Day : **Monday**

Date: **Monday, September 7, 2026**

Time : **11:30 AM**

BDS Clause Number 16

ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 18

ITB Number 21.5

The Performance guarantee shall: **10.00%**.

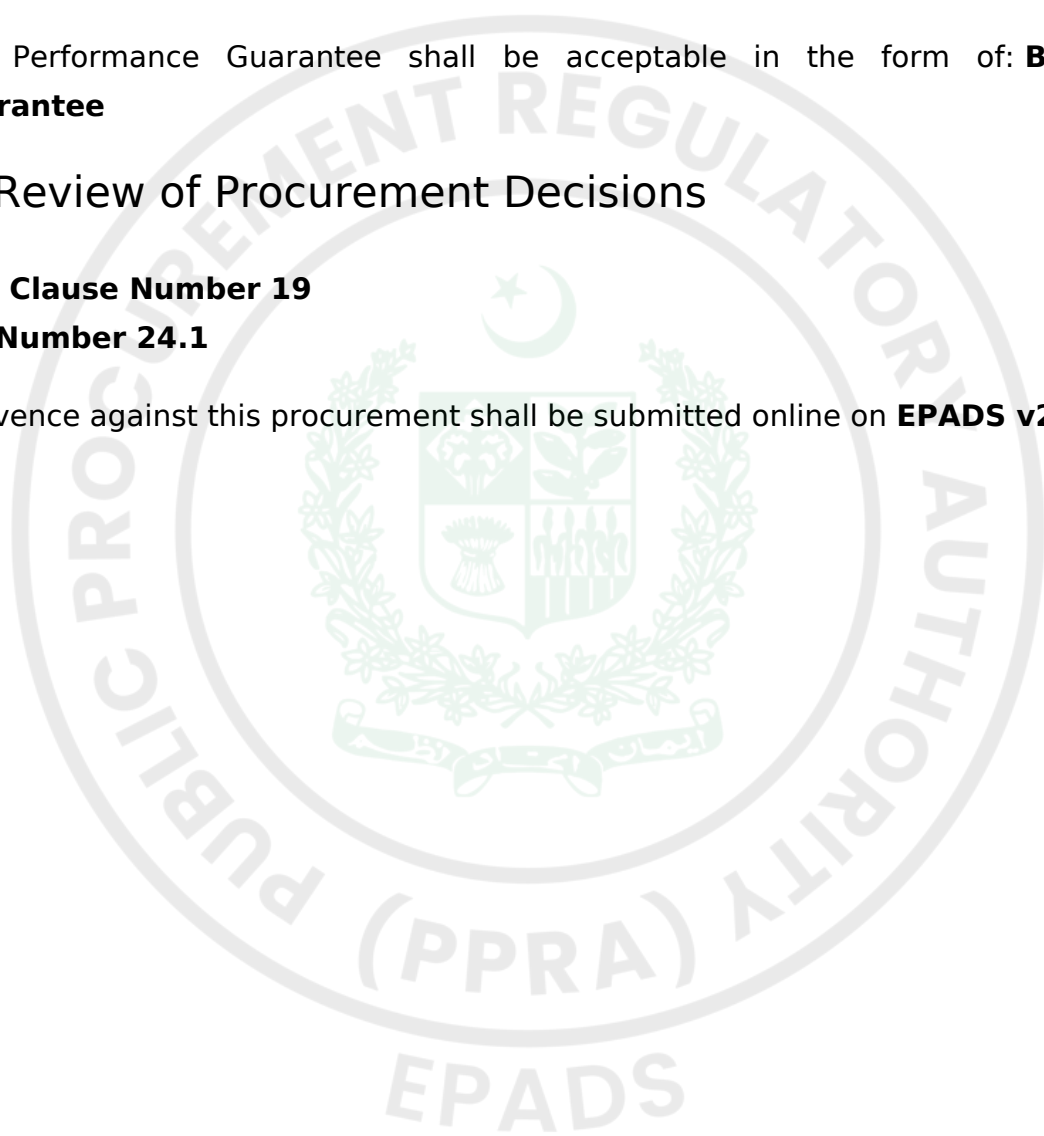
The Performance Guarantee shall be acceptable in the form of: **Bank Guarantee**

G. Review of Procurement Decisions

BDS Clause Number 19

ITB Number 24.1

Grievance against this procurement shall be submitted online on **EPADS v2.0**.



Eligibility Criteria

Bidder's Type	Required Registration
Partnership Firm	NADRA CITIZENSHIP (CNIC/NICOP)
Company (Private Limited)	FBR (NTN)
Company (Public Limited)	FBR (GSTN)
Company (Holding Company)	SECP
Company (Limited by Guarantee)	PEC
State Owned Enterprise (Private Limited)	
State Owned Enterprise (Public Limited)	

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	70
Registration/Certification	
Active Tax Filer / Active Sales Tax Filer / SECP Registration / NTN Certificate (Qualitative)(Doc Required)	1
PEC Certification (Qualitative)(Doc Required)	1
IEEE / Int'l Certification (Qualitative)(Doc Required)	1
Financial Strength	
Financial Strength (Qualitative)(Doc Required)	4
Above 1 Billion (4)	
Above 750 million (3)	
Above 500 million (2)	
Above 300 million (1)	

Offices Location/Presence (Qualitative)(Doc Required)	5
Local & International (including JV) (5)	
Local (2)	
Consultant's Key Human Resource (Qualitative)(Doc Required)	10
Above 200 Employees (10)	
101-200 Employees (5)	
50-100 Employees (3)	
Qualification	
Qualification (PhD or Masters/Certifications) (Qualitative)(Doc Required)	12
Above 03 Performance Test/Mechanical Engineers having more than 10 years of relevant experience & Professional Certifications (12)	
Above 03 (Performance Test/Mechanical Engineers having more than 10 years of relevant experience) (8)	
Up to 03 (Performance Test/Mechanical Engineers having more than 10 years of relevant experience) (5)	
Business Experience (Taken from NTN/SECP Registration Date) in Energy & Power Sector	

Business Experience (Taken from NTN/SECP Registration Date) in Energy & Power Sector (Qualitative)(Doc Required)	10
10 Years & Above (10)	
09 Years (9)	
08 Years (8)	
07 Years (7)	
06 Years (6)	
05 Years (5)	
04 Years (4)	
03 Years (3)	
Milestones based Timeline with Gantt Chart	
Milestones based Timeline with Gantt Chart (Qualitative)(Doc Required)	15
Milestones based Timeline with Gantt Chart (15)	
Capability of Thermal Modelling using advanced software	
Capability of Thermal Modelling using advanced software (Qualitative)(Doc Required)	7
Capability of Thermal Modelling using advanced software (7)	
In-house ability to develop complex correction curves	

In-house ability to develop complex correction curves (Qualitative)(Doc Required)	7
In-house ability to develop complex correction curves (7)	
Projects Handled at the same time	
Projects Handled at the same time (Qualitative)(Doc Required)	5
Projects Handled at the same time (5)	
Heat Rate Tests Conducted (During last 05 Years)	
Heat Rate Tests Conducted (During last 05 Years) (Qualitative)(Doc Required)	22
21 or more Projects (22)	
16 - 20 Projects (15)	
10 - 15 Projects (10)	
06 - 09 Projects (7)	
Up to 05 Projects (5)	

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST OF RFO BASED IPPs IN PAKISTAN	Address: Plot # 73-West, A.K. Fazal-e-Haq Road, Shaheen Plaza, Blue Area., Islamabad Capital Territory Schedule: 365 Days Quantity: 1/Qty	1/Qty	0 PKR

Related Services :

No



TORS (Terms of References)

Positions Without Lots :

Position: CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST OF RFO BASED IPPs IN PAKISTAN

TORs (Terms of Reference):

Terms of Reference (ToRs) for Heat Rate Test for RFO based IPPs Central Power Purchasing Agency (Guarantee) Limited (CPPA-G) is the Guarantee Limited Company incorporated under the Companies Ordinance 1984 and has been assigned the task pursuant to Section 6 of Master Agreement to conduct one time heat rate test of IPPs under 2002 Power Policy through international reputable Independent Consultant to determine the actual efficiency as at the date of the test to ensure that the actual efficiency matches the efficiency reported in the most recent annual financial statement. For the avoidance of doubt, the Parties recognise that the Heat Rate Test is under prevailing site conditions at the date of testing. It is pertinent to mention that an efficiency sharing mechanism has already been agreed in the Master Agreement. The Consultant shall also mention this mandate in its report.

Scope of Work: To determine net LHV heat rate (Btu/kWh) at reference site conditions (the conditions referred in PPA) using RFO at 100% load. The test shall be conducted by measuring NEO (net electrical output) through primary energy meter(s) and fuel flow meter(s) and by addition of average sludge factor for the last financial Year to clean fuel consumption and corrections shall be made under applicable codes like ISO-3046 and/or ASME PTC 46-2015 with adjustments as agreed by the Operating Committee.

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		





General Conditions of Contract

A. General Provisions

1. Definitions

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

- 1.1. **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. **"Applicable Law"** means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- 1.3. **"Consultant"** means an individual consultant or a consulting firm as the case may be;
- 1.4. **"Contractor's Personnel"** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- 1.5. **"Day"** means calendar day unless indicated otherwise.
- 1.6. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- 1.7. **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- 1.8. **"Foreign Currency"** means any currency other than the Pakistani Rupees.
- 1.9. **"GCC"** means these General Conditions of Contract.
- 1.10. **"Government"** means the Government of Pakistan.
- 1.11. **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- 1.12. **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- 1.13. **"Local Currency"** means the currency of Pakistan
- 1.14. **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- 1.15. **"Party"** means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

1.16. "Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. Language

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.

10. Fraud and Corruption

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) 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 with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. 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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. Force Majeure

17.1. Definition

17.1.1. 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 makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 confiscation or any other action by Government agencies.

17.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

17.2. No Breach of Contract

17.2.1. The failure of a Party to fulfill any of its obligations hereunder 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 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.

17.3. Measures to be Taken

17.3.1. 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.

17.3.2. 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) calendar 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.

17.3.3. 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.

17.3.4. 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 Procuring Agency, shall either:

17.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

17.3.4.2. continue with the Services to the extent reasonably 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.

17.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

18. Suspension

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a) By the Procuring Agency

19.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- (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 GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

19.2. By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Procuring Agency 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 Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

19.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

19.4. Cessation of Services

19.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, 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 Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5. e.Payment upon Termination

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

20.1. Standard of Performance

20.1.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

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

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

20.2. Law Applicable to Services

20.2.1. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21. Conflict of Interests

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

21.1.2. Consultant and Affiliates Not to Engage in Certain Activities

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

21.1.3. Prohibition of Conflicting Activities

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.

21.1.4. Strict Duty to Disclose Conflicting Activities

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1. Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. Reporting Obligations

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Procuring Agency in Reports and Records

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be

specified in the SCC.

28. Equipment, Vehicles and Materials

28.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. Description of Key Experts

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. Replacement of Key Experts

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. Approval of Additional Key Experts

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. Removal of Experts or Sub-consultants

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. Replacement/ Removal of Experts – Impact on Payments

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. Working Hours, Overtime, Leave, etc.

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

37. Access to Project Site

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. Change in the Applicable Law Related to Taxes and Duties

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. Services, Facilities and Property of the Procuring Agency

39.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, 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 GCC 42.3.

40. Counterpart Personnel

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. Payment Obligation

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. Ceiling Amount

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. Remuneration and Reimbursable Expenses

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. Taxes and Duties

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. Currency of Payment

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. Mode of Billing and Payment

46.1. Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

48. Good Faith

48.1. 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 of the objectives of this Contract.

H. Settlement of Disputes

49. Amicable Settlement

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during

developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.





Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: Central Power Purchasing Agency (CPPA) (Central Power Purchasing Agency (CPPA)), Manager Plot # 73-West, A.K. Fazal-e-Haq Road, Shaheen Plaza, Blue Area., Islamabad Capital Territory

The Consultant Address:

The title of the subject procurement is:CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST OF RFO BASED IPPs IN PAKISTAN

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A";Or

The Lead Member on behalf of the JV is _____ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

The Authorized Representatives are:

For the Procuring Agency:

Central Power Purchasing Agency (CPPA) (Central Power Purchasing Agency (CPPA)), Manager Plot # 73-West, A.K. Fazal-e-Haq Road, Shaheen Plaza, Blue Area., Islamabad Capital Territory
+92-300-527-1780
adnan.khattak@cppa.gov.pk

For the Bidder:

Name:

Designation:

Address:

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state “N/A”]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert “N/A” or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be _____ *[insert time period, e.g.: four months].*

Commencement of Services:

The number of days shall be _____ *[e.g.: ten].*

Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

Expiration of Contract:

The time period shall be _____ *[insert time period, e.g.: twelve months].*

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract];*

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]

Price adjustment on the remuneration *[insert “applies” or “ does not apply”]*

[If the Contract is less than 18 months, price adjustment does not apply.

If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency’s country, in which case more frequent adjustments should be provided for – at the same

intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

{or }

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{or }

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in the Procuring Agency's country for the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in the Procuring Agency's country for the month of the date of the Contract.

The currency of payment shall be the following: PKR

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

Following is the guidance for Dispute Resolution

- i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



Bid Securing Declaration

Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P82198**

To: **Central Power Purchasing Agency (CPPA) (Central Power Purchasing Agency (CPPA)), Manager Plot # 73-West, A.K. Fazal-e-Haq Road, Shaheen Plaza, Blue Area., Islamabad Capital Territory**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Procuring Agency or Recipient] (hereinafter called the “Procuring Agency”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]

WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
3. the Procuring Agency has received [or has applied for] a loan [or credit or grant] from the [Insert as appropriate:)] toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
 - Terms of Reference Appendix
 - Key Experts Appendix
 - Remuneration Cost Estimates Appendix)
 - Reimbursable Cost Estimates Appendix
 - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Procuring Agency shall make payments to the Consultant 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 as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]



Integrity Pact

Integrity Pact

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

Contract

Number: Contract

Value: Contract Title:

Dated:

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

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

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

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

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



Performance Guarantee Form

Performance Guarantee Form

To: **Central Power Purchasing Agency (CPPA) (Central Power Purchasing Agency (CPPA)), Manager Plot # 73-West, A.K. Fazal-e-Haq Road, Shaheen Plaza, Blue Area., Islamabad Capital Territory**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]





Annexure

RFP Document

Information (Read-Only)

See Form Under Additional Forms and Documents: **RFP Document** (page number: 66)





Procurement Forms







Additional Forms and Documents

CONSULTANCY SERVICES

FOR CONDUCTING

HEAT RATE TEST OF INDEPENDENT POWER PLANTS (IPPs)

IN PAKISTAN





REQUEST FOR PROPOSALS (RFP) FOR
CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST OF
INDEPENDENT POWER PLANTS (IPPS)

Central Power Purchasing Agency (Guarantee) Limited (CPPA-G) is the Guarantee Limited company incorporated under the erstwhile Companies Ordinance 1984. CPPA-G has an active role as a Market Operator and the Power Purchaser on behalf of XWAPDA distribution companies.

CPPA-G has been authorized and assigned the task to undertake to conduct Heat Rate test of Independent Power Producers (IPP's) under 2002 Power Policy by a reputable International Independent Consultant under the Federal Government Initiative as agreed / envisaged in the Master Agreement.

CPPA-G invites sealed bids from reputable international independent Consultant having vast experience of heat rate test. The Bidder(s) are required to comply with the local laws of Islamic Republic of Pakistan and to provide services in Pakistan conforming to this RFP.

A single stage (2 envelope) procedure will be adopted. One sealed envelope containing technical detail of bidder(s) shall clearly be marked “**Technical Proposal**” and the other sealed envelope containing the fee structure shall clearly be marked “**Financial Proposal**”. The outer sealed envelope should clearly be marked “**Confidential - Consultancy Services for conducting heat rate test of IPPs in Pakistan**”.

Prospective Bidder(s) may request clarification on any aspect of this RFP till **19-08-2026**. The bidder(s) will submit a non-refundable tender document fee of [Rs.100,000/-] (Rupees One Lac Only) in the form of a non-refundable Payee Account Demand Draft in favour of [“CPPA-G”] at the time of Bid submission.

The bids document should be addressed to Senior Manager Technical-IV CPPA-G, and be submitted for **time stamp** on below mentioned address on or before **07-09-2026** at **11:00 A.M (PST)**. Technical Proposals will be opened in presence of Bidder's authorized representatives; on the same date at **11:30 AM (PST)**. Technically compliant proposals will qualify for opening of financial bids. The date of opening of financial proposal of technically qualified bidder(s) will be announced later. CPPA-G reserves the right to accept or reject any or all the bids as per PPRA rules.

Senior Manager Technical-IV
Central Power Purchasing Agency Guarantee (CPPA-G)
Address: Shaheen Plaza, Plot No. 73-West, Fazl-ul-Haq Road, Blue Area, Islamabad,
Pakistan
Contact No: +92 051 111 922 772 Ext: 187, Email: hasnain.gohar@cpga.gov.pk

The RFP has been structured in following two components:

SECTION - 1 INSTRUCTIONS TO BIDDER(S)

SECTION- 2 CONTRACT



SECTION - 1

INSTRUCTIONS TO BIDDER(S)

A. Definitions

- (a) “Bidder(s)” means a reputable international independent Consultant which shall be duly registered with the PEC/IEEE and includes Joint Venture.
- (b) “Contract” means the formally and legally binding agreement as provided in the RFP with the Consultant providing Consultancy Services in accordance with the terms contained herein.
- (c) “Client” means Central Power Purchasing Agency (Guarantee) Limited with which the successful Bidder signs the Contract for the Services.
- (d) “Consultant” means the successful bidder who has executed the Contract for providing Consultancy Services in accordance with the terms contained herein.
- (e) “Day” means calendar day.
- (f) “Government” means the Federal Government and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities, and similar other organizations.
- (g) “Instructions to Bidder(s)” means the document which will be provided to prospective Bidder(s) with all information needed to prepare their Proposals.
- (h) “LOI” means the Letter of Invitation in the form as contained in the RFP being sent by the Client to the prospective Bidder(s).
- (i) “Personnel” means professionals and support staff provided by the Bidder(s) and assigned to perform the Services or any part thereof;
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Bidder(s), based on the RFP and for the procurement of Consultancy Services.
- (l) “Consultancy Services” means the work to be performed by the Bidder(s) pursuant to the Contract.
- (m) “Terms of Reference” (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder(s), and expected results and deliverables of the Consultancy Service.
- (n) “Due Date” is the date and time fixed for bid submission.

B. General Instructions

- i. Proposals should be addressed to the Senior Manager Technical-IV, CPPA-G, Shaheen plaza, Blue Area, Islamabad.
- ii. Affidavit on Rs.100/- stamp paper to the effect that the Consultant is not blacklisted, shall be furnished.
- iii. All the pages of Bidding documents and in case having any Erasing/ cutting/ crossing or over writing etc., therein, must be properly signed by the signing person of the bidder(s) by the authorized signatory, who have been given power of attorney on company letter head (be enclosed with bidding documents, if any, along with attested copy of his CNIC).
- iv. Offer shall not be considered if received after Due Date.
- v. A Bidder (including its Personnel) or any of its affiliates shall not be hired for any Consultancy Service that, by its nature, has not declared itself being conflicted in any manner. In case any conflict arises, the bidder shall propose and implement plan to the satisfaction of CPPA-G to ensure the integrity of the consultancy service.
- vi. CPPA-G may request the Bidder(s) to extend their bid validity for another period up to but not exceeding the original bid validity. The bidder(s) who chooses not to extend their bid validity as may be required by CPPA-G; their bid will be deemed withdrawn.
- vii. CPPA-G will respond by official letter to any request of clarification. A consolidated matrix of all queries along with respective responses will be sent to all prospective bidder(s) without disclosing the details of the bidder(s). An SMS/text message or phone call will not be regarded as a communication for the purpose of this tender. In the event that answering a question from a prospective Bidder(s) would disclose the Prospective Bidder(s) identity or confidential information associated with that Prospective Bidder(s) then the question will remain unanswered, unless the Prospective Bidder(s) in question gives permission to CPPA-G in writing to answer the question and disclose the identity of the Prospective Bidder(s). If CPPA-G foresees that while clarifying a query, a bidder(s) identity may need to be disclosed due to the nature of the query, the bidder(s), in such case, will have no objection to such disclosure by CPPA-G.
- viii. CPPA-G may, at any time (before opening of the bids) whether on its own initiative or in response to a clarification requested by a prospective bidder(s), amend the RFP. Any amendment in the RFP shall be issued in writing through addendum/corrigendum. Any such addendum/corrigendum shall be sent officially to all prospective bidder(s) and will be binding on them. CPPA-G may, at its discretion, extend the deadline for submission of the bid.
- ix. CPPA-G may hold a Pre-bid Meeting (if required) with prospective bidder(s) at CPPA-G Office in Islamabad to which all Prospective Bidder(s) will be invited. All Prospective Bidder(s) may attend the Pre-bid Meeting at their own cost and arrangements.
- x. CPPA-G reserves the right to amend, modify, supplement, or withdraw this RFP or extend the deadline for submission of the bid at any time and to reject all the bids received without assigning any reason/cause and without assuming any liability or obligation on its part.
- xi. The successful Bidder(s), at the time of main Contract award, shall furnish a Performance Guarantee in favor of CPPA-G against the offer, in the form of a

bank guarantee issued by a Scheduled Bank having credit rating of AA or AAA (or equivalent) in Pakistan, of an amount equal to [20% of the contract amount]. The Performance Guarantee shall cover the discharge of all obligations and responsibilities specified in the Contract. Failure to furnish the Performance Guarantee within Seven (07) days of signing of the Contract will entitle CPPA-G to consider the Bidder(s) as having abandoned the Contract. The Performance Guarantee shall be for a period of one year and shall be subsequently extended annually till the expiration of the Contract. The Performance Guarantee shall be in accordance with the format provided in APPENDIX C.

- xii. In the event of the Bidder(s) failing to execute the Contract and to submit the Performance Guarantee in the manner aforesaid and in the period specified, the same shall be considered as cancelled and CPPA-G reserves the right to approach the second lowest bidder(s) for signing of the Contract and so on & so forth.
- xiii. No Mobilization Advance shall be paid.
- xiv. The Consultant shall comply with all local laws of Islamic Republic of Pakistan and in particular the applicable PPRA regime.
- xv. The successful bidder(s) shall enter into a formal Contract with CPPA-G on judicial stamp paper of value as prescribed by the relevant laws.
- xvi. CPPA-G reserves the right to cancel all Bid(s) and annul the process at any stage before execution of the contract at its own discretion.
- xvii. The bids shall be rejected if:
 - a. Bid is substantially non-responsive; or
 - b. Bid having partially filled-in/quoted price schedules.
 - c. Bid is submitted in other than prescribed manner, forms, appendices, or documents as specified herein; or
 - d. Bid is un-sealed, un-signed, partial, conditional, alternative, late; or
 - e. conflict of interest exists; or
 - f. Bidder(s) engages in corrupt or fraudulent practices during the whole process; and/or
 - g. There is any discrepancy between RFP documents and bidder(s) proposal, i.e., any non-conformity or inconsistency or informality or irregularity in the submitted bid.
 - h. The Bidder undertakes that by participating in the bidding process it has never been blacklisted nor involved in any corrupt practices.
 - i. At any time if the Consultant is found in contravention to any of the terms herein, this will lead to forfeiture of the Performance Guarantee by CPPA-G and no payment shall be made for any work done by the Consultant in this regard.

C. Form of Bid and Bidding Process

Bids will be selected in accordance with the Public Procurement Rules, as a Single Stage – Two Envelope procedure. The bidding process will be as under:

- 1 The bid shall comprise a single package containing two separate envelopes. The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters;
- 2 The envelope No.1 should contain the complete Technical Bid and undertaking for technical proposal submission. **APPENDIX-Y**
- 3 The envelope No. 2 will contain only the financial bid.

- 4 Both the above-mentioned envelopes should be put in one large envelope and submitted to CPPA-G.
- 5 The bidder(s) must quote his price as per format **APPENDIX-Z**. The rate(s) quoted should be inclusive of all applicable taxes and must be quoted in figure as well as in words.
- 6 In the first stage, only the envelope marked “TECHNICAL PROPOSAL” shall be opened in the presence of the bidder or its authorized representative who may wish to attend and the envelope marked as “FINANCIAL PROPOSAL” shall be retained without being opened;
- 7 The technical proposals of all the bidder(s) shall be evaluated. The proposals which meet all the technical eligibility criteria laid down in this document shall be accepted for the second stage.
- 8 During technical evaluation no amendments in the technical proposal shall be permitted;
- 9 The financial proposals of the selected bidder(s) shall be opened publicly at a time, date and venue announced and communicated to the bidder(s) in advance. The financial proposals of the rejected/non-responsive bidder(s) shall be returned un-opened;
- 10 Both the proposals will be evaluated according to the evaluation criteria and the bidder(s) scoring highest points shall be declared as successful.
- 11 The bidder will also sign an undertaking on Rs.100/- stamp paper with the CPPA-G in which the capability of completion of work will be ensured as per **APPENDIX-X**.
- 12 CPPA-G will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid / proposal to be submitted in terms of this document.

D. Evaluation Criteria

CPPA-G will use “**Quality cum Cost Based Selection Method**” under “**Single Stage Two Envelope Methods**” of selection of reputable international independent Consultant under Public Procurement Rules 2004 as amended or replaced from time to time. The criteria for Technical and Financial Evaluation are mentioned below. Scores will be allocated based on evidence available in the proposal only. The subject Consultancy Service or contract will be awarded to the Consultant with the highest total score based on the following weight ratios:

- 80% for Technical Score
- 20% for Financial Score

(A) Technical Evaluation:

Quality Cum Cost Based Selection Method, Single Stage Two Envelope
80% Technical, 20% Financial
Minimum 70% Score Required in Technical Evaluation to get Qualified for Next Step

Criteria		Marks Allocated	Marks Awarded
Registration/Certification		3	
1	Active Tax Filer	1	
2	Active Sales Tax Filer		
3	SECP Registration		
4	NTN Certificate		
5	PEC Certification	1	
6	IEEE / Int'l Certification	1	
Financial Strength		4	
1	Above 1 Billion	4	
2	Above 750 million	3	
2	Above 500 million	2	
3	Above 300 million	1	
Offices Location/Presence		5	
1	Local	2	
2	Local & International (including JV)	5	
Consultant's Key Human Resource		10	
1	50-100 Employees	3	
2	101-200 Employees	5	
3	Above 200 Employees	10	
Qualification (PhD or Masters/Certifications)		12	
1	Up to 03 (Performance Test/Mechanical Engineers having more than 10 years of relevant experience)	5	
2	Above 03 (Performance Test/Mechanical Engineers having more than 10 years of relevant experience)	8	
3	Above 03 Performance Test/Mechanical Engineers having more than 10 years of relevant experience & Professional Certifications	12	
Business Experience (Taken from NTN/SECP Registration Date) in Energy & Power Sector		10	
1	03 Years	3	
2	04 Years	4	
3	05 Years	5	
4	06 Years	6	
5	07 Years	7	
6	08 Years	8	
7	09 Years	9	
8	10 Years & Above	10	
Heat Rate Tests Conducted (During last 05 Years)		22	
1	Up to 05 Projects	5	
2	06 - 09 Projects	7	
3	10 - 15 Projects	10	

4	16 - 20 Projects	15	
5	21 or more Projects	22	
Milestones based Timeline with Gantt Chart		15	
Capability of Thermal Modelling using advanced software		7	
In-house ability to develop complex correction curves		7	
Projects Handled at the same time		5	
1	01 - 02 Clients	2	
2	03 - 05 Clients	3	
3	06 - 10 Clients	4	
4	11 or More Clients	5	
Total (St)		100	
Weighted Score		80	

Minimum score for competing in the next stage is 70%. The Financial Proposal of only that Consultant will be opened which secured minimum score of 70% or more in the Technical Evaluation.

(B) Financial Evaluation:

Financial Proposals of only Technically Qualified Consultant will be opened. The Consultant getting maximum marks on 80-20 weight age (80% for Technical and 20% for Financial) will be selected being reputable international independent Consultant.

The formula for determining the Financial Score is the following:

$$Sf = 100 \times LP / F$$

(Where, Sf is the Financial Score; LP is the Lowest Price and F the Price of the Proposal under consideration.)

The weights given to the Technical (T) and Financial Proposals (F) are:

$$T = 80\% \text{ and } F = 20\%$$

Proposals in the quality cum cost-based selection shall finally be ranked by CPPA-G according to following formula:

$$S = St \times T\% + Sf \times F\%$$

S = Total Score

St = Technical Score

T = Technical Weightage

Sf = Financial Score

F = Financial weightage

If the lowest bidder(s) refuses to accept the offer or fails to fulfil mandatory obligations for award of main Contract like submission of Performance Guarantee as per APPENDIX C, the Contract/Work Order shall be offered to the 2nd lowest bidder for the same Work Package, and so on so forth pursuant to PPRA Rules.

Type of Contract

The Company (CPPA-G) will enter into a lump sum contract with the successful bidder. The term of the contract along with detailed provisions is mentioned in the Contract.



APPENDIX-X

CERTIFICATE

Proposal duly signed must be furnished along with the following certificate: -

I/We hereby confirm to have read carefully all the terms & conditions of your Request for Proposal, due for opening on (Time) for provision of following services

Consultancy services for conducting heat rate test of IPPs.

In addition to the conditions, we also agree to abide by all the special instructions mentioned in tender document. We also hereby categorically confirm that we are fully capable to provide Consultancy services for Heat Rate test of IPPs.

Signature: _____

Name & Address of Tenderer _____

Designation & ID Card No. _____

NTN _____ GST No. _____

Date: _____ Official Seal: _____

I. WITNESS

Signature: _____

Designation & ID Card No. _____

II. WITNESS

Signature: _____

Designation & ID Card No. _____

Technical Proposal Submission Form

Senior Manager Technical-IV,
Central Power Purchasing Agency (Guarantee) Limited
Shaheen Plaza, Blue Area
Islamabad

Subject: **Provision of Consultancy Services for Conducting Heat Rate Test of IPPs**

Dear Sir,

We, the undersigned, offer to provide the Consultancy Services for conducting heat rate test of IPPs in accordance with your Request for Proposal dated _____ we are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

We undertake, if our Proposal is accepted, to initiate the required services not later than the schedule indicated in the RFP.

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

Yours sincerely,

Authorized Signature :
Name and Title of Signatory:
Name of Consultant:
Address:

APPENDIX-Z

FINANCIAL BID PROFORMA

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the Consultancy services in accordance with ToR's of Request for Proposal dated [Insert Date]. Financial Proposal is for the sum of [Insert amount(s) in words and figures] and details are as under:

<u>Sr No</u>	<u>Description</u>	<u>PKR</u>
1	Heat Rate Test Cost (With Breakup)	
2	Other Cost (if any)	
3	Total Cost	
4	Applicable Taxes	
5	Grand Total	

Yours sincerely,

Authorized Signature of the Bidder(s) with seal

Address: _____

Note: No out of pocket cost shall be allowed to the Consultant.

SECTION- 2

CONTRACT

BY AND BETWEEN

CENTRAL POWER PURCHASING AGENCY GUARANTEE LIMITED

AND

INDEPENDENT CONSULTANT

FOR

**CONSULTANCY SERVICES FOR HEAT RATE TEST OF RFO BASED
INDEPENDENT POWER PLANTS IN PAKISTAN**

_____, 2026

Contract No:

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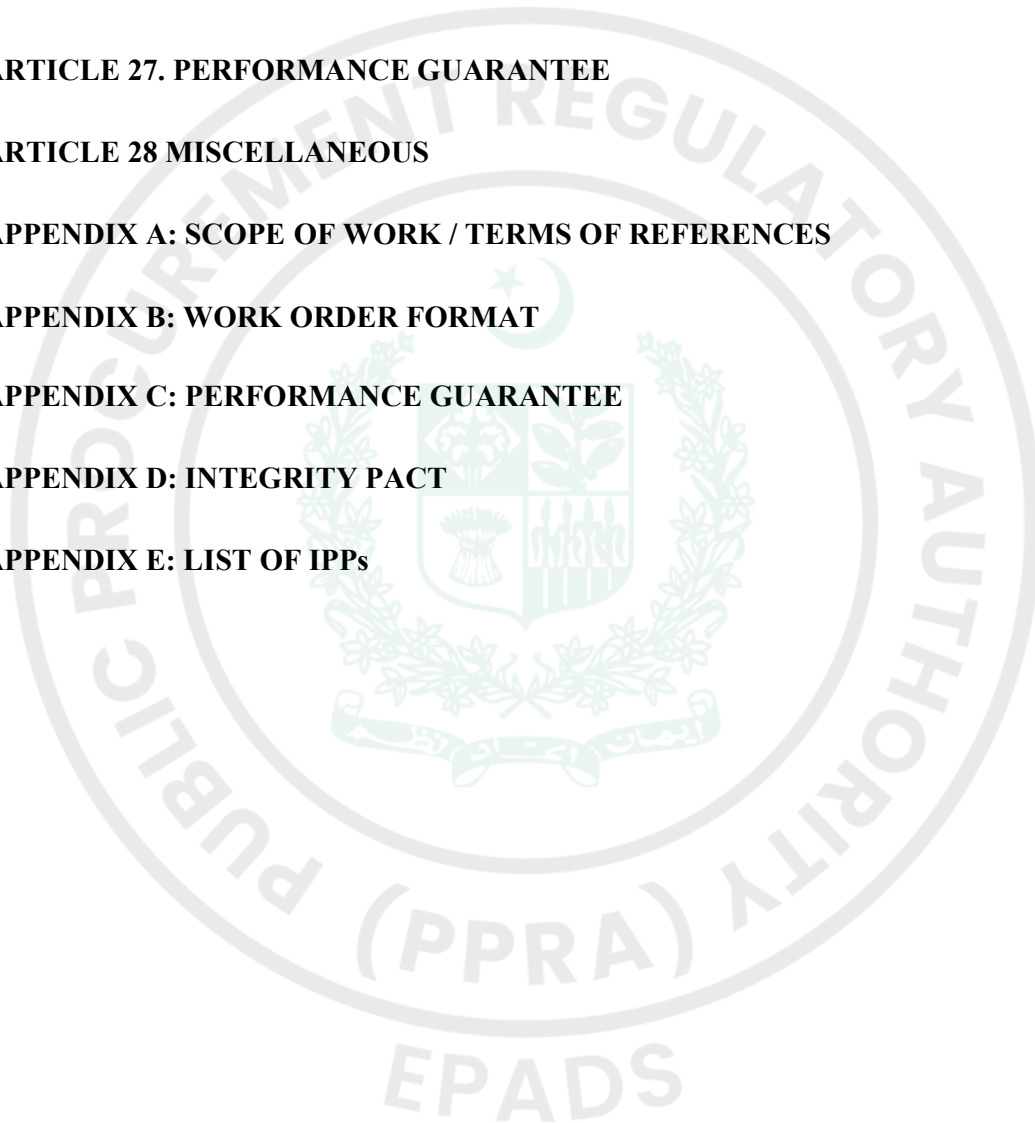
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THIS CONTRACT

This Contract is made and entered into on • 2026

By and Between

Central Power Purchasing Agency Guarantee Limited with its registered office at Shaheen Plaza, Blue Area, Islamabad, Pakistan hereinafter called “CPPA-G/Client”

And

[INDEPENDENT CONSULTANT] referred to as the “Consultant” (which expression whenever the context so permits shall include their respective successors-in-interest and assigns) of the Second Part.

The parties of First Part and the Second Part individually would be referred to as a “Party” and collectively as “Parties” to this Contract.

WHEREAS CPPA-G is conducting detailed Heat Rate Test of RFO based Independent Power Plants IPPs to evaluate Overall Power Plant Performance under applicable codes ASME PTC 46-2015. The Heat Rate is aimed to work out the actual heat rate of the complex.

AND WHEREAS CPPA-G intends to engage the Consultant to perform the scope of Consultancy Services contained herein.

AND WHEREAS the Consultant warrants and represents that the Consultant and its team have necessary skills, knowledge, technical resources, personnel, experience, and capability to perform the Consultancy Services in accordance with the international best standards and practices of the industry and in terms of this Contract/RFP.

AND WHEREAS the Consultant has qualified through bidding process and has agreed to such engagement to perform and complete the required Consultancy Services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements the Parties hereto, agree to the following terms and conditions:

Article 1. DEFINITIONS

1.1 In this Contract the following words and phrases shall have the meanings ascribed thereto hereunder:

“Applicable Laws” mean the laws, rules, regulations, orders, directives, ordinances and any other instruments having the force of law in Pakistan, all as may be issued, promulgated, enacted, or re-enacted from time to time.

“Independent Power Plant” hereinafter called “IPP” shall mean the list as attached at APPENDIX-E for the conduct of Consultancy Services.

“Consultancy Services” shall mean all the Consultancy Services to be performed by the Consultant pursuant to Article-2 of this Contract, as more fully described in APPENDIX-A (ToRs/ Scope of Work).

“Contract” shall mean this Contract together with all Appendices attached hereto.

“Contract Price” shall mean any or all the amounts (as the context so admits) payable to or for the account of the Consultancy Services.

“Day” shall mean a calendar day of twenty-four (24) hours measured from one preceding midnight to the succeeding midnight.

“Term” The Term of the Contract shall be for a period of six (09) months, with the period of 03 months as grace period admissible by CPPA/Client upon satisfactory performance, unless earlier terminated as per terms and conditions of this Contract.”

“Timeframe” shall mean the time period stated in the respective Work Order during which the Consultancy Services are required to be provided by the Consultant.

“Week” shall mean a period of seven consecutive days commencing at 00.00 hours on any Monday.

“Work Commencement Date” shall mean the date on which the work is commenced in accordance with Article 23.

“Work Order” means the work order issued under this Contract by the Client as per the format mentioned in Appendix B

“Work Package” shall be the timeline with milestones as arranged by the Consultant.

“Milestone” means the breakup for the completion of the ToRs devised by the Consultant in conformity to the Timeline and the RFP which shall be treated in accordance with Article 18 of the contract.

Article 2. TERMS OF REFERENCES (TORS) / SCOPE OF WORK

- 2.1 The Consultant shall perform all Consultancy Services, obligations, duties and responsibilities in accordance with the Contract. The detailed ToRs scope of Consultancy Services is set out in **APPENDIX A**.

Article 3. CONSULTANCY SERVICES

- 3.1 For Consultancy Services required to be executed by the Consultant, CPPA-G has issued Work Order to the Consultant as per **APPENDIX B**. The Consultant shall acknowledge and execute the job as per time line defined in the Work Order and in accordance with this Contract.

Article 4. CONSULTANT'S OBLIGATIONS/RESPONSIBILITIES

- 4.1 Notwithstanding anything to the contrary contained in the Contract, the Consultant undertakes and agrees that it shall be responsible for performance of Consultancy Services and shall perform all Consultancy Services with due skill, care and exercise due-diligence by application of international best practice in the engineering industry to ensure that on completion of Consultancy Services, such Consultancy Services shall be valid, fit and proper for their intended purposes as required by the Contract.
- 4.2 The Consultant undertakes and agrees that it shall perform the Consultancy Services and carry out its obligations under this Contract with all due diligence, efficiency and economy to the international standards expected of a company/organization of its size and reputation, in accordance with generally accepted techniques and practices used in the sector and professional engineering standards as recognized by international professional bodies and shall observe sound management practices. The Consultant warrants and confirms that its team shall be skilled and experienced and competent in their respective trades and professions.
- 4.3 The Consultant agrees that it shall remain responsible for the quality and timely performance of the Consultancy Services. The Consultant shall also be fully responsible for confidentiality, correctness and accuracy of the reports/documents/drawings, specifications and other deliverables prepared as part of the Consultancy Services.
- 4.4 The Consultant undertakes and agrees that it shall undertake the Consultancy Services and supervise, expedite and control all activities of the Consultancy Services in accordance with and as required by this Contract, in compliance with Applicable Laws and employing generally acceptable sound engineering practices.
- 4.5 The Consultant acknowledges and agrees that it shall, without incurring any additional cost to CPPA-G, be liable to re-perform and re-work all or any part of the Consultancy Services, which are deficient in any manner. In this regard, any instructions issued by CPPA-G shall be complied with or cause to be complied with by the Consultant in letter and spirit.
- 4.6 The Consultant agrees that if, for any reason, beyond the reasonable control of the Consultant, it becomes necessary to replace any of the personnel of the Consultant, the Consultant shall, at its own cost and expense provide replacement personnel of equivalent or better qualifications and experience, whose curriculum vitae or resume shall be submitted to CPPA-G for approval.
- 4.7 Provided further that if CPPA-G finds that any of the personnel of the Consultant (i) has committed misconduct or has been charged with having committed a criminal act

or (ii) is undesirable on grounds of national security, or (iii) if CPPA-G has reasonable cause to be dissatisfied with the performance of any of the personnel then the Consultant shall, at the CPPA-G's written request specifying the grounds of complaint, immediately remove the respective personnel and provide a replacement with qualifications and experience reasonably acceptable to the client considering the time schedule mentioned in the Work Order.

- 4.8 The Consultant undertakes and agrees that it shall bear all costs and expenses of its personnel, including, but without limitation, all wages, salaries, taxes, benefits, allowances, insurance, social security contributions and (save as may be otherwise expressly provided herein) the cost of accommodation, traveling, subsistence and medical treatment.
- 4.9 The rates of compensation given in this Contract shall cover and include the Consultant's entire compensation for payment of all expenses including the costs and expenses mentioned in Article 4.8 and CPPA-G in any case is not responsible to reimburse these expenses separately.
- 4.10 After the award of the Work Order, the Consultant shall adhere to the timeline given in the Term of the Reference ("TORs") which shall be operative from the issuance of work order with the payments against milestones in the manner as under and as detailed in Appendix-B

S. No.	Description	Payment (%age of the contract Amount)	Remarks
1	Payment against completion of Milestone(s) as devised by the Consultant	60%	The Consultant shall submit invoice for each milestone along with report of each IPP and Payment shall be made pursuant to Article 18 of the Contract.
2	Final Heat Rate Test Report	40%	The Consultant shall submit invoice along-with the Final Heat Rate Test Report and Payment may be made pursuant to Article 18 of the Contract.

If there is any delay in performance of Consultancy Services beyond the timelines provided by the Consultant for the given milestone which has not been cured till the next consecutive milestone, then the Consultant shall be liable to pay liquidated damages @ 0.5% of the prorated amount of that given milestone amount per day as reasonable compensation and not as a penalty, after the time period mentioned in the work order from the date of issuance of such work order.

For Final Heat Rate Test Report, LDs shall also be levied if the report is not furnished to CPPA-G as per the agreed timelines @ 0.5% of the prorated amount of that given milestone amount per day as reasonable compensation and not as a penalty.

The liquidated damages shall be adjusted from the invoice. The maximum time of the overall assignment shall be as per the ToRs.

Article 5. CONSULTANT'S PERSONNEL

5.1 Personnel Register and Consultancy Service Authorization

The Consultant affirms, undertakes and agrees that it shall submit the names and resumes of all its personnel connected to the Consultancy Services to CPPA-G. These names shall be submitted in a kick-off meeting to be held immediately after execution of Contract.

5.2 Personnel-Performance and Progress

The Consultant acknowledges, agrees and undertakes that it shall:

- 5.2.1 Arrange for all personnel necessary to be employed for the performance of the Consultancy Services;
- 5.2.2 Not employ for any work under this Contract any employee whose employment does not conform with the Applicable Laws;
- 5.2.3 Be solely responsible for obtaining and shall at its own expense obtain all permits required to perform the Consultancy Services under the Contract;
- 5.2.4 Be responsible for obtaining and meeting all relevant costs, for all necessary passports, visas, work permits and other documents required for its personnel in accordance with all Applicable Laws;
- 5.2.5 Indemnify and hold CPPA-G harmless for all losses, damages or claims of any nature whatsoever arising from breach of this Article.

Article 6. INDEPENDENT CONSULTANT

- 6.1 Nothing contained in this Contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the CPPA-G and the Consultant. No provisions herein shall be construed as creating a partnership, joint venture or other association whereby CPPA-G and the Consultant would be jointly liable as partners or co-ventures.

Article 7. REPRESENTATIVES

- 7.1 The Consultant acknowledges and agrees, that, it shall ensure that, at all times during the Consultant's performance of the Consultancy Services, team of the Consultant

shall be responsible for liaising with CPPA-G in respect of the performance of the Consultancy Services.

- 7.2 CPPA-G will designate in writing one or more Representative(s) for certain assigned work/duties on its behalf. CPPA-G's Representative(s) will interact and consult with the Consultant during the performance of the Consultancy Services. Heat rate readings and data recorded during the test shall be signed by the IPP's representatives, CPPA-G and consultant. One copy of such data shall be retained by the IPP. CPPA-G in this regard reserves the right to appoint / hire independent suitable engineers / technical observers having demonstrable relevant heat rate test experience.

Article 8. RECORDS AND REPORTS

- 8.1 The Consultant undertakes and agrees that it shall maintain true and complete records of all operations under or relevant to the Contract and shall always keep CPPA-G's Representative(s) fully informed regarding the progress and performance of the Consultancy Services. The Consultant further undertakes and agrees that it shall deliver written reports, data, models, and any other document required for the adequate performance of the Consultancy Services hereunder to be delivered at appropriate times or as requested by CPPA-G throughout the course of carrying out the Consultancy Services in both the hard and soft forms (source file). All documents delivered to the CPPA-G and/or required to be delivered under this Contract shall always be the property of CPPA-G.

Article 9. TAXES

- 9.1 The Consultant acknowledges, undertakes and agrees that it assumes full and exclusive liability and agrees to pay all applicable taxes and duties (provincial and federal), licenses, charges and fees, in accordance with Applicable Laws. The Consultant agrees to reimburse CPPA-G on demand for all such taxes, fees, licenses and charges which CPPA-G may be required or deem it necessary to pay on account of the agents, employees and Representatives of Consultant.
- 9.2 Imposition of any new taxes or duties or increase in existing taxes and duties shall be cost of CPPA-G. In case of double taxation treaty between Pakistan and Consultant country, the exemption, if any, shall be arranged by the Consultant.
- 9.3 The rates of compensation given in this Contract shall cover and include the Consultant's entire compensation for payment of all taxes, cess, fees, licenses, permits and charges enacted, levied or assessed on the Consultant by any governmental entity including CPPA-G incidental to the performance of the Consultancy Services and/or furnishing of equipment and/or materials by the Consultant under the Contract; and no additional amount will be paid to the Consultant for or on account of the Consultant's payments of or liability for any such taxes, fees, licenses and charges.

9.4 The Consultant agrees to comply with all legal and regulatory requirements under the Applicable Laws (including income tax law) including but not restricted to the filing of requisite tax returns with relevant tax authorities, payment of all taxes and the making available to the tax authorities of all information and documentation called for, thereby from time to time. If required pursuant to any law for the time being in force, the Consultant agrees to register with relevant governmental and tax authorities prior to conducting the Consultancy Services hereunder.

9.5 CPPA-G will withhold tax on payments made to the Consultant for operations under this Contract at the applicable rates under the Applicable Laws unless the Consultant presents to CPPA-G reduced rates / exemption certificate from the Federal Board of Revenue (FBR) prior to any payment(s) under the Contract in which case withholding tax will be deducted at the reduced rate specified.

9.6 Liquidated Damages:

The Consultant undertakes and agrees that it shall be responsible for and shall pay any liquidated damages it may have incurred due to its failure to comply with the requirements of the Applicable Laws when carrying out the Consultancy Services.

9.7 Without derogating from the Consultant obligations under this Article, CPPA-G reserves the right to withhold from payment due to the Consultant hereunder any and all taxes and duties that CPPA-G may be required to withhold in accordance with any Applicable Laws and/ or in the event that CPPA-G has reasonable grounds to believe that the Consultant is in breach of any of its obligations under this Article.

9.8 CPPA-G will provide the Consultant with all receipts or other documentary evidence detailing deposit or payment of any taxes withheld under the provisions of this Article.

9.9 If requested by CPPA-G or where required by any competent legal or regulatory Authority, the Consultant shall provide evidence of the payment of all taxes, duties contributions and deductions pursuant to this Article. In addition, upon request by CPPA-G, the Consultant shall provide satisfactory documentary evidence of the employment status and/or place of tax residency of the employees and agents of the Consultant.

9.10 The Consultant agrees that its liabilities under this Article shall survive upon termination.

Article 10. COORDINATION & REPORTING PROCEDURE

10.1 The liaison between the Consultant and CPPA-G shall be through their authorized Representatives.

Article 11. APPLICABLE LAWS

- 11.1 The Consultant shall perform Consultancy Services in accordance with the Applicable Laws, accepted codes, standards and generally accepted practices of the industry.
- 11.2 Unless specifically stated to the contrary, the Consultant shall conform with applicable sections of latest revisions of codes and standards in force.
- 11.3 Conflicts between reference codes and standards; code or standard establishing more stringent requirements shall be followed; between reference codes and standards and drawings one establishing more stringent requirements shall be followed.
- 11.4 Consultant shall provide copies of applicable codes and standards to CPPA-G while developing test procedure and methodology or a certificate confirming the conforming applicable codes and standards as per the best industrial practices in developing the test procedures and methodology

Article 12. RESPONSIBILITIES OF CPPA-G AND CPPA-G'S REPRESENTATIVE

- 12.1 CPPA-G shall designate and appoint in writing to the Consultant one or more CPPA-G's Representative to act on its behalf.
- 12.2 CPPA-G shall have the right to change its Representative(s) at any time and the Consultant shall be advised in writing of such change.

Article 13. APPROVALS, ACCEPTANCE AND COMPLETION OF WORK

- 13.1 The Consultancy Services shall be commenced by the Consultant immediately on receipt of Work Order.
- 13.2 The Consultant agrees and undertakes that it shall upon completion of Consultancy Services submit reports/documents for CPPA-G's approval.
- 13.3 Approval by CPPA-G / CPPA-G Representative of any Consultancy Services shall not relieve the Consultant in any manner of its obligations under the Contract, particularly those relating to the performance warranties, guarantees and professional liabilities.
- 13.4 Consultancy Services shall be completed upon submission by the Consultant and Acceptance of deliverables by CPPA-G within completion timelines. In the event of completion in all respects, CPPA-G shall issue certificate of acceptance of work or inform the Consultant about the inadequacies and shortcomings in Consultancy Services. On receipt of intimation of shortcomings in Consultancy Services, the Consultant shall remedy the shortcomings within Seven (07) days and re-submit the relevant Consultancy Services. Upon its satisfaction as to the quality and completeness of such Consultancy Services, CPPA-G shall give its approval and Acceptance in writing to the Consultant of revised Consultancy Services, if no further shortcomings or inadequacies are identified. CPPA-G shall be entitled to withhold the payment of invoice for Consultancy Services not accepted by it or with regard to which the Consultant has been notified to remove the

shortcomings/deficiencies/defects. Upon receipt of satisfactory Consultancy Services and submission of Final Heat Rate Test Report, the remaining 40% payment of invoice shall be released.

Article 14. JOINT AND SEVERAL LIABILITY

14.1 Notwithstanding anything to the contrary contained in the Joint Venture Contract, the Consultant shall be jointly and/or severally liable for breach of any obligations contained in this Contract, and for all legal liabilities arising out of or in connection with the performance, or otherwise, of the Consultant obligations under this Contract.

Article 15. PROFESSIONAL LIABILITY

15.1 The Consultant shall be liable for the consequences of errors and omissions on its part or on part of its employees.

15.2 Notwithstanding anything contained in Article 16.2 and in any case subject to limitation of Consultant aggregate liability, the Consultant is liable for all losses or damages suffered by the CPPA-G on account of misconduct, deceit or fraud by the Consultant or any of its employees in the discharge of their responsibilities pursuant to the Contract with the CPPA-G.

Article 16. LIMITATIONS OF LIABILITY & INDEMNITY

16.1 Notwithstanding any other clause of this Contract, neither Party is liable to the other in contract, in tort, (including but not limited to negligence) in equity, by operation of statute or under any Law or otherwise for any kind of:

- ☐ Indirect or consequential loss or damage
- ☐ Loss of opportunity
- ☐ Loss of revenue
- ☐ Loss of profit or anticipated profit
- ☐ Loss of contracts
- ☐ Loss of goodwill
- ☐ Loss arising from business interruption
- ☐ Liability arising out of or in connection with pollution or contamination;

Arising out of or in connection with this Contract incurred or suffered by a Party, or any other person.

16.2 The aggregate liability of the Consultant in respect of any claim arising out of or in connection with this Contract and its respective Work Order, the Consultancy Services, the Project or otherwise, whether arising in contract (including but not limited to warranties and implied warranties), in tort (including but not limited to negligence), in equity, by operation of statute or otherwise is limited to 100% of the price of all the Work Order issued against this Contract. The Consultant, however, shall remain liable to re-perform its Consultancy Services to rectify such deficient Consultancy Services as notified by CPPA-G at no additional cost to CPPA-G. In

addition to the above, the Consultant agrees that it shall bear all costs and damages which results from the late or improper performance of Consultancy Services and will have impact on the final project execution schedule.

- 16.3 The liability of the Consultant whether arising in contract, in tort (including but not limited to negligence), in equity, by operation of statute or under any Law or otherwise will be reduced proportionately to the extent that a breach of contract, the failure to comply with a Law, or the negligent act or omission of a Party or its Consultant contribute to the loss, damage, costs, claims, liability, expense, outgoing or payment incurred.

Article 17. CONTRACT PRICE

- 17.1 The Breakdown Cost of Work Order shall be in Pak Rupees (PKR). The same shall be used for the calculation of the amounts payable to the Consultant for the Consultancy Services undertaken against the respective Work order. The Work Order Cost shall remain fixed during the Term of the Contract and no revision shall be made. The Consultant cannot claim any costs other than those mentioned in the Work Order.

Article 18. INVOICING AND PAYMENT

- 18.1 Under this Contract the Consultant shall be entitled to bill the following invoice:

18.1.1 Invoice against each Milestone:

- i. The Consultant shall invoice to CPPA-G for each Milestone duly performed, completed and acceptable as per the ToRs/Contract along-with Report detailing the result of each activity so performed by the Consultant.
- ii. The invoice along with supporting documents shall be in English language.
- iii. The invoice for each Milestone shall be paid after thirty days (30) of submission of invoice.
- iv. The remaining payment (40% of the contract Amount) shall be made after thirty (30) days of such invoice being submitted subject to completion in all material aspects.

- 18.1.2 The Consultant shall submit the invoice addressed to Chief Executive Officer CPPA-G in original and in duplicate against Work Order along with supporting documents.

- 18.1.3 All payments shall be made to the Consultant in Pak Rupees, after deductions of applicable taxes and LDs if any.

- 18.1.4 CPPA-G shall not entertain any invoice which is deficient or without the supporting documents and shall be returned for re-submission.

- 18.2 The invoice shall include the supporting documents and shall be signed by the authorized representative of the Consultant and clearly state:

- ☐ Reference number of the respective Work Order with Report
- ☐ The bank account number of the Consultant and name and address of bank to which payments are to be made.
- ☐ Invoice Number
- ☐ Invoice Date
- ☐ NTN and STRN
- ☐ Duly signed and stamped
- ☐ time sheet, if applicable, rate, amount, taxes and duties etc.

18.3 All payments under the Contract shall be subject to the Applicable Laws.

18.4 No Advance or Mobilization payment shall be made against a Work Order.

Article 19. INTELLECTUAL PROPERTY RIGHTS

- 19.1 The Consultant acknowledges and agrees that all or any invention, whether patentable or un-patentable, which is made, conceived or first actually or constructively reduced to practice by Consultant during the term of the Contract, either in response to directions by CPPA-G, or as the solution to any problem relating to the Consultancy Services either raised by CPPA-G or recognized by Consultant as a result of the performance of the Consultancy Services, or in furtherance of any research program of CPPA-G relating to the Consultancy Services, or wholly or partially based on or derived from confidential information received by Consultant from CPPA-G shall belong to CPPA-G and the Consultant shall promptly disclose each such invention to CPPA-G.
- 19.2 The Consultant acknowledges and agrees that all copyrightable material prepared by Consultant for use by CPPA-G or its Affiliates in any medium whatsoever, in connection with the Contract, shall be the sole property of CPPA-G.
- 19.3 In addition to any other indemnifying provision contained herein, the Consultant represents and warrants that the use of any procedures, system, software or process furnished by the Consultant and used in the Consultancy Services do not infringe on any license, patent or other trade secret which has been issued or applied for, and the Consultant agrees to protect, defend, indemnify and hold CPPA-G harmless from and against any and all claims, losses, costs, demands, damages, suits, judgments, penalties, liabilities, debts, expenses and causes of action and every other claim or litigation (including all costs thereof and attorney's fees) of every kind and character whether known or unknown, whether predating the Contract or not, made by or arising in favour of any patentee, licensee or claimant of any right or priority to such procedures, system, software or process, or the use or construction thereof, which may result or arise from furnishing or their use in connection with the Consultancy Services.

Article 20. TERMINATION

- 20.1 In the event that the Consultancy Services are suspended for a continued period of more than sixty (60) days either Party may at any time by giving one month notice

in writing to the other Party to that effect, terminate this Contract. Without prejudice to the foregoing, in any event, CPPA-G may, at its sole discretion and for any reason whatsoever, terminate this Contract at any time by giving not less than thirty (30) days' prior written notice to the Consultant.

- 20.2 If the Consultant materially breaches any of its obligations under the Contract and such material breach is not remedied, or the Consultant has not demonstrated that he is making reasonable attempts to remedy such breach, to the reasonable satisfaction of CPPA-G within fourteen (14) days of written notice having been given by the CPPA-G, then CPPA-G may terminate this Contract without prejudice to any of its rights or remedies under this Contract, without any further written notice. At any time if the Consultant is found in contravention to any of the terms herein, this will lead to forfeiture of the Performance Guarantee by CPPA-G and no payment shall be made for any work done by the Consultant in this regard.
- 20.3 Upon termination of this Contract under this Article, the Consultant shall take immediate steps to terminate the Consultancy Services in a prompt and orderly manner, reduce losses, and keep further expenditures to a minimum. Upon termination of this Contract (unless such termination shall have been occasioned by the material breach of the Consultant), the Consultant shall be entitled to be paid reasonable costs as shall have been duly incurred prior to the date of such termination including any expenses and fees for Work performed, in accordance with the Breakdown Of Cost of Work Order, taking into account the proportional amount of Work undertaken, and for reasonable costs, including fees, incidental to the orderly termination of the Consultancy Services, but shall be entitled to receive no other or further payment. Upon termination of this Contract, all work in progress and related material shall be handed over to CPPA-G.

Article 21. TITLE

- 21.1 The title to all Consultancy Services, documents, data, models, reports produced by the Consultant shall pass to CPPA-G at acceptance or upon termination of the Contract.
- 21.2 All drawings, reports, or other documents furnished by the Consultant in the course of, or as a result of, performing the Consultancy Services covered under the Contract shall be the property of CPPA-G and may be used by CPPA-G for any other purpose.

Article 22. EFFECTIVE DATE

- 22.1 The Effective Date shall be the date when the Contract is signed by both the Parties.

Article 23. WORK COMMENCEMENT DATE

- 23.1 The Work Commencement Date shall be the date of issuance of Work Order.

Article 24. ARBITRATION

- 24.1 Any dispute or difference between the Parties as to matters arising from, related or pursuant to this Contract which cannot be settled amicably within thirty (30) calendar days after receipt by one Party of the other Party's request for such amicable settlement, may be referred to arbitration for settlement under the Arbitration Act, 1940 and the Rules made thereunder by three arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Islamabad. The proceedings shall be held in the English language. The resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy.

Article 25. GOVERNING LAW

- 25.1 This Contract (including any questions relating to its interpretation) shall be governed by and construed in accordance with the laws of Pakistan.

Article 26. NOTICE

- 26.1 Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, facsimile to the Party to which it is required to be given or made at such Party's address specified below or at such other address as the parties may specify in writing.

Senior Manager Technical-IV
Central Power Purchasing Agency Guarantee (CPPA-G)
Address: Shaheen Plaza, Plot No. 73-West, Fazl-ul-Haq Road, Blue Area, Islamabad,
Pakistan
Contact No: +92 051 111 922 772 Ext: 187, Email: hasnain.gohar@cpga.gov.pk
Website: www.cpga.gov.pk

Article 27. PERFORMANCE GUARANTEE

- 27.1 The Consultant shall furnish a Performance Guarantee to CPPA-G in the form of a bank guarantee issued by a Scheduled Bank in Pakistan having credit rating of AA or AAA (or equivalent) in an amount equal to PKR [20% of Contract amount i.e., PKR []]. The Performance Guarantee shall cover the discharge of all obligations and responsibilities specified in the Contract. Failure to furnish the Performance Guarantee within fifteen days of signing the Contract will entitle CPPA-G to consider the Consultant as having abandoned the Contract. The Performance Guarantee shall be valid for a period of one year and shall be subsequently extended annually till the expiration of the Contract. The Performance Guarantee shall be in accordance with the prescribed format provided by CPPA-G.
- 27.2 CPPA-G reserves the right to forfeit the Performance Guarantee in case the liquidated damages, as enunciated in Article 4.10, reaches its maximum limit or any breach of the Contract by the Consultant due to which respective project suffers any kind of loss/damages and/or delays or fail to perform.

- 27.3 The Performance Guarantee amount shall be released after three (03) months subject to successful completion of assignment.

Article 28. MISCELLANEOUS

- 28.1 This Contract together with all the Appendices attached hereto is intended by the Parties as the final expression of the Contract, subject to any accrued rights on the termination of this Contract. This Contract may be amended by a mutual agreement between the parties. All such amendments shall be in writing signed by the duly authorized representatives of the Parties
- 28.2 Time shall be of the essence of this Contract. No failure or delay of either Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by law.
- 28.3 Each of the provisions of this Contract is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 28.4 No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any rights, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any other rights, power and remedies, which the parties would otherwise have.
- 28.5 If any provision hereof is rendered invalid or unenforceable in any jurisdiction then,
- (i) to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and the parties agree to carry out the agreements contained herein to give effect as near as possible to the original intention of the invalid or unenforceable provision and (ii) the invalidity or unenforceability of any provisions hereof in any jurisdiction shall not affect the validity or enforceability of such provisions in any other jurisdiction.

SIGNATORIES

IN WITNESS whereof the Parties have executed this Contract in two (2) original copies the Day, Month and Year first written in Islamabad, Islamic Republic of Pakistan.

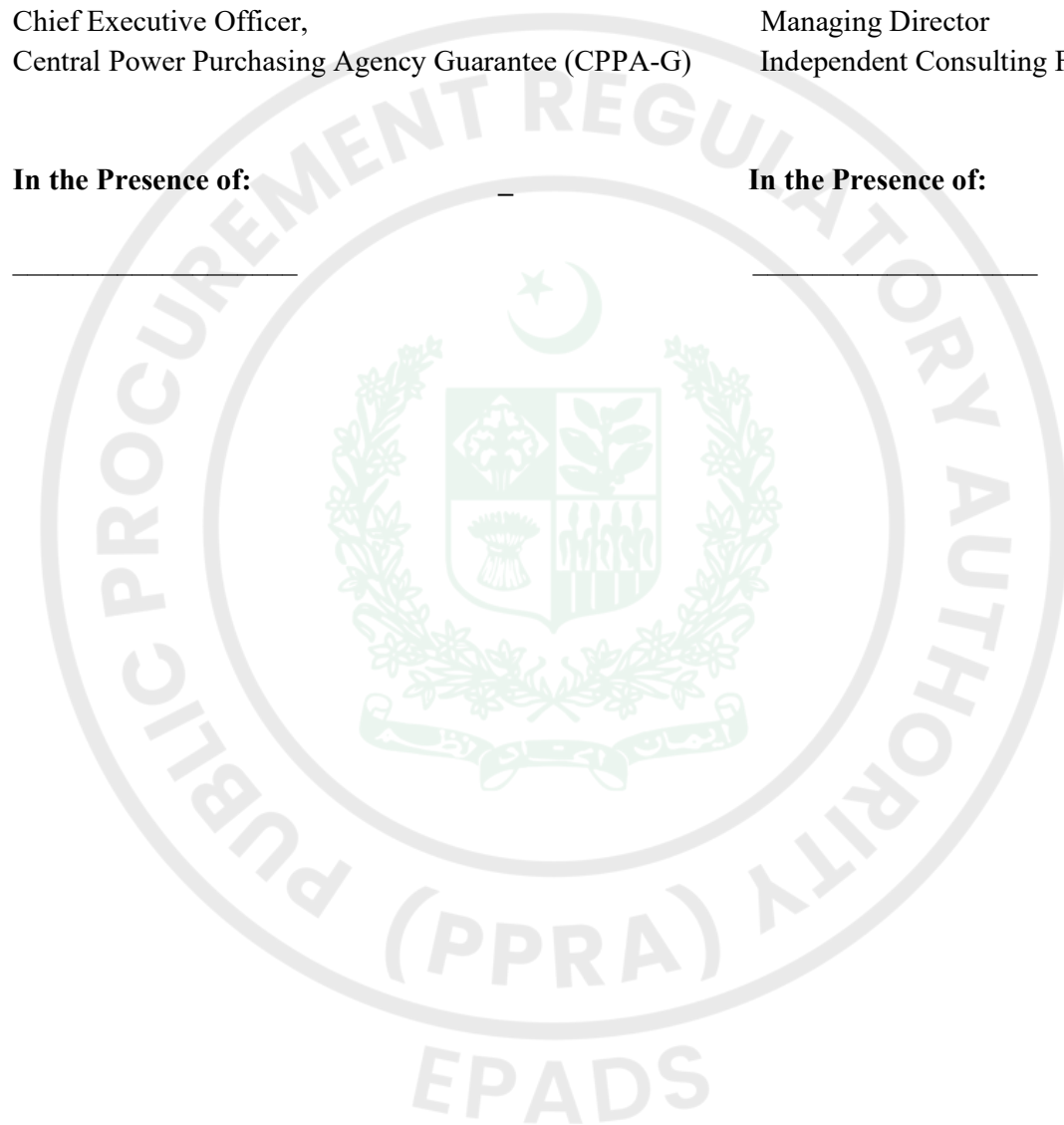
Chief Executive Officer,
Central Power Purchasing Agency Guarantee (CPPA-G)

Managing Director
Independent Consulting Firm

In the Presence of:

—

In the Presence of:



APPENDIX A: Terms of Reference (ToRs) for Heat Rate Test for RFO based IPPs

Central Power Purchasing Agency (Guarantee) Limited (CPPA-G) is the Guarantee Limited Company incorporated under the Companies Ordinance 1984 and has been assigned the task pursuant to Section 6 of Master Agreement to conduct one time heat rate test of IPPs under 2002 Power Policy through international reputable Independent Consultant to determine the actual efficiency as at the date of the test to ensure that the actual efficiency matches the efficiency reported in the most recent annual financial statement. For the avoidance of doubt, the Parties recognise that the Heat Rate Test is under prevailing site conditions at the date of testing. It is pertinent to mention that an efficiency sharing mechanism has already been agreed in the Master Agreement. The Consultant shall also mention this mandate in its report.

The scope of work for Heat Rate Test is outlined below:

Scope of Work:

To determine net LHV heat rate (Btu/kWh) at reference site conditions (the conditions referred in PPA) using RFO at 100% load. The test shall be conducted by measuring NEO (net electrical output) through primary energy meter(s) and fuel from flow meter(s) and by addition of average sludge factor for the last financial Year to clean fuel consumption and corrections shall be made under applicable codes like ISO-3046 and/or ASME PTC 46-2015 with adjustments as agreed by the Operating Committee.

The Independent Consultant shall:

- 1) Efficiently and optimally allocate and deploy its resource/professionals for the subject assignment as committed in the bid on full time basis to ensure completion of work within nine months (9) from issuing of the work order with grace period of three (03) months.
- 2) Effectively schedule site visits for surveying and technical discussions with the IPP pertaining to the optimal conductance of heat rate test.
- 3) Prepare and develop heat rate test procedures, methodology and evaluation criteria with the mutual consent of the IPP and CPPA-G to be agreed in the Operating Committee to conduct the heat rate test.
- 4) Submit the comprehensive plan including but not limited to Gantt chart with time duration of each activity to be performed pursuant to accomplish the whole assignment in consultation with IPP and CPPA-G.
- 5) Check and ensure the calibration requirements of primary energy meter(s), fuel flow meter(s) and instruments used for data collection relating to heat rate test. In case, calibration is recommended by the Consultant, the same shall be carried out by TSG NGC for primary energy meter(s) in line with PPA and for fuel flow meter(s) from reputable accredited lab(s) if applicable, most efficaciously.
- 6) Include a pre-test uncertainty analysis as per applicable code that demonstrates the test procedures and test instrumentation will achieve test uncertainties below the maximum uncertainties according to applicable codes.
- 7) Take the duration of test run as agreed between the IPP and CPPA-G under the applicable codes.
- 8) Check and ensure that the fuel readings recorded during the heat rate test is utilized for power generation only.
- 9) Perform the test at the conditions as close as possible to the reference site conditions.
- 10) Consider primary energy meter(s), fuel flow meter(s) and relevant instruments relevant data for test results pursuant to applicable code.

- 11) Collect data at appropriate intervals for computation of test results. IPP(s) personnel shall facilitate in the recording of readings.
- 12) Take 03 samples of clean RFO at different timings and mix these samples with each other during the test from the location as agreed between IPP and CPPA-G and shall measure calorific value from mutually agreed international reputable lab for calculation of test results.
- 13) Frame methodology for Auxiliary consumption in accordance with the PPA.
- 14) Repeat the test in case of any interruption (of unit(s), Complex or/and Grid system) during the test without claiming additional cost till successful completion of the test.
- 15) Apply all corrections as per EPC Heat Rate correction curves of the Complex. The Consulting firm/company shall develop and validate the complex correction curves based on the available information from OEM in consultation with IPP and CPPA-G. In case the correction curves for Complex are available the same shall be subsequently validated.
- 16) Ensure that all data provided by IPPs for the development of correction curves originates from the signed Power Purchase Agreement (PPA). Any additional data or correction curves not included in the PPA should be duly signed and stamped by the OEM to ensure authenticity.
- 17) CPPA-G and IPP jointly have the right to reject the test in case a significant deviation of performance parameters during the heat rate test is noted as compared to historic operational parameters of the plant.
- 18) Heat rate readings and data recorded during the test shall be signed by the IPP's representatives, CPPA-G and consultant along with any observations that they may have. One copy of such data shall be retained by the IPP.
- 19) Prior to submitting the final test report to CPPA-G a draft test report shall be prepared by the consultant and shared with IPP concerned and CPPA-G for review and comments. The final report includes valid comments, executive summary, introduction, calculation of results, observations including any variances, conclusion, and appendices along with detailed factors affecting the heat rate results under test conditions compared with operating conditions that generally may apply at a given point in time and over a period, etc.
- 20) Any other task assigned by the CPPA-G in consultation with IPP pertaining to subject heat rate test activity.
- 21) The heat rate test will be conducted and used strictly for purposes mentioned in Section 6 of Master Agreement dated February 12, 2021.
- 22) The IPP, by agreeing to the scope listed above, represents and assures that it shall extend reasonable facilitation including data exchanges to ensure the timely completion of the stated scope of work without any let or hindrance.

APPENDIX B: WORK ORDER FORMAT

Ref: _____

Dated: _____

INDEPENDENT CONSULTANT

Subject: Consultancy Services for Conducting Heat Rate Test of Independent Power Plants (IPPs)

We write with reference to Contract No. XXXXXXXXXX dated XXXXX 2026 regarding *Consultancy Services for Heat Rate Test of Independent Power Plants in Pakistan*. You are requested to perform the following services as per Terms & Conditions of the ToRs/Contract:

In consideration of the services performed by the Consultant under this Agreement the Client shall make to the Consultant the following lump sum payment as per the payment breakdown and milestones given in the subsequent tables herein below;

Sr. No.	Description	Amount [PKR]
1	Heat Rate Test Cost (With Breakup)	
2	Other Cost (if any)	
3	Total Cost	
4	Applicable Taxes	
5	Grand Total	
Amount in Words: Pak Rupees Ninety-One Million Sixty-Nine Thousand Six Hundred Fifty Only		

Nishat Power (Heat Rate Test WP/01)			
Sr. No.	Description	Percentage	Amount [PKR]
A.	Procedure & Curves Development + Performance Test Execution	30%+30%	
B.	Performance Test Calculations and Final Report	40%	
Total Cost per IPP		100%	
Applicable Taxes		-	
Grand Total		-	

Nishat Chunian (Heat Rate Test WP/02)			
Sr. No.	Description	Percentage	Amount [PKR]
A.	Procedure & Curves Development + Performance Test Execution	30%+30%	
B.	Performance Test Calculations and Final Report	40%	
Total Cost per IPP		100%	
Applicable Taxes		-	
Grand Total		-	

Attock Gen (Heat Rate Test WP/03)			
Sr. No.	Description	Percentage	Amount [PKR]
A.	Procedure & Curves Development + Performance Test Execution	30%+30%	
B.	Performance Test Calculations and Final Report	40%	
Total Cost per IPP		100%	
Applicable Taxes		-	
Grand Total		-	

Liberty Power Tech (Heat Rate Test WP/04)			
Sr. No.	Description	Percentage	Amount [PKR]
A.	Procedure & Curves Development + Performance Test Execution	30%+30%	
B.	Performance Test Calculations and Final Report	40%	
Total Cost per IPP		100%	
Applicable Taxes		-	
Grand Total		-	

Narowal Energy Limited (Heat Rate Test WP/05)			
Sr. No.	Description	Percentage	Amount [PKR]
A.	Procedure & Curves Development + Performance Test Execution	30%+30%	
B.	Performance Test Calculations and Final Report	40%	
Total Cost per IPP		100%	
Applicable Taxes		-	
Grand Total		-	

Chief Executive Officer CPPA-G

APPENDIX C: - PERFORMANCE GUARANTEE FORMAT

(ON NON-JUDICIAL STAMP PAPER @ APPLICABLE RATE, BASED ON GUARANTEE VALUE)

CPPA-G
Islamabad

Subject: Surety Guarantee for PKR [insert amount] (in words only) on behalf of [insert Contractor name] as Performance Guarantee under Contract No. _____ dated _____.

Dear Sirs,

In the sum of PKR.....Account.....

To you in Islamabad under the Contract.

In consideration of your having issued the award for CPPA-G/dated:.....M/s..... called the Consultant and in consideration for value, received from Consultant, we [Insert name of the Bank] (a banking company incorporated under Companies Ordinance, 1984 and having valid license from the State Bank of Pakistan) which expression shall mean and include its successors, administrators and legal representatives, whether jointly or severally, having its registered office at [Insert address] (hereinafter called the "Surety") do hereby irrevocably bind ourselves and unconditionally agree and undertake as under:

1. To make unconditional payments to you from time to time as called upon or make an unconditional payment of PKR XXXXXX/- at any time on your written demand(s) without further resource, question or reference to Consultant or any other person, in the event of default or non-performance and / or non-fulfillment by Consultant of his obligations liabilities, responsibilities, covenants, assurances, warranties, indemnities, representations, and guarantees under and in pursuance of the said contract of which you shall be the sole judge.
2. To accept written intimation from you as conclusive and sufficient evidence of the existence of a default or breach as aforesaid on the part of Consultant and to make payment accordingly within 3 (three) days of receipt thereof.
3. The Performance Guarantee shall come into force on [Insert date] and shall remain in full force, operative, effective and binding upon us for up to [Insert date] or as may be extended by the Consultant from time to time. The Surety shall notify CPPA-G in the event that the Consultant does not apply for renewal of this Performance Guarantee thirty days prior to the expiry date of this Performance Guarantee or as extended from time to time.
4. That on grant of time or other indulgence to amendment in the terms of the contract by agreement with Consultant in respect of the performance of his obligations under and in pursuance of the said contract with or without notice to us, shall in any manner discharge or otherwise, however, affect this guarantee and our liabilities and commitments there under.

5. This Performance Guarantee shall be binding on us, our successors including successors in interest, administrators, and legal representatives, and shall be irrecoverable.

6. This Performance Guarantee shall not be affected by any change in the constitution of the guarantor bank or the constitution of M/s the Consultant.

7. No delay or failure to exercise any right or remedy under this Performance Guarantee by CPPA-G shall constitute a waiver of such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or of any other right or remedy. No waiver by CPPA-G shall be valid unless made in writing and duly signed by concerned representatives of the CPPA-G.

8. No set-off counter claim, reduction, or diminution of any obligations that the Surety has or may have against CPPA-G shall be available to the Surety against CPPA-G in connection with any of the Surety's obligations to CPPA-G under this Performance Guarantee.

The Surety shall make all payments under this Performance Guarantee in full, without set-off or counter claim and free and clear of any deductions or withholdings in immediately available, freely transferable, cleared funds for value on the due date to CPPA-G, provided that if the Surety is required to make any deduction or withholding from such payments under applicable law, the Surety shall pay to CPPA-G such additional amount necessary to ensure that CPPA-G receives an amount equal to the amount which it would have received had no such deduction or withholding been made.

9. The Performance Guarantee shall be binding upon and insure to the benefit of CPPA-G and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits and obligations under this Performance Guarantee except with the prior written consent of CPPA-G. CPPA-G shall be free to assign its rights, benefits and obligations under this Performance Guarantee without permission of the Surety.

10. No payment to CPPA-G under this Performance Guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the Surety's obligations in respect of which it was made unless and until payment in full shall have been received by CPPA-G.

11. If one or more of the provisions of this Performance Guarantee is held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Performance Guarantee.

12. Thirty days before expiry of the Performance Guarantee, Surety shall notify the beneficiary in writing about the same.

For and On behalf of

AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)



APPENDIX D: INTEGRITY PACT

Contract Number: [●]

Contract Value:

Contract Title: **Consultancy Services for Conducting Heat Rate Test of Independent Power Plants (IPPs)**

Contract by and between:

Central Power Purchasing Agency Guarantee Limited (CPPA-G)

And

INDEPENDENT CONSULTANT

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

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

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

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

Notwithstanding any rights and remedies exercised by GOP in this regard, INDEPENDENT CONSULTANT agrees to indemnify GOP for any loss or damage

incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by INDEPENDENT CONSULTANT as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

Chief Executive Officer,
Central Power Purchasing Agency Guarantee Limited
CPPA-G

Independent Consultant



APPENDIX E: LIST OF RFO BASED IPPs

Work Package	IPPs	Location	Fuel	Technology	Capacity (MW)
Heat Rate Test WP/01	Nishat Power	Kasur	RFO	DG sets based CCPP	195
Heat Rate Test WP/02	Nishat Chunian	Kasur	RFO	DG sets based CCPP	195
Heat Rate Test WP/03	Liberty Power Tech	Faisalabad	RFO	DG sets based CCPP	196
Heat Rate Test WP/04	Attock Gen	Rawalpindi	RFO	Gas Turbine based CCPP	156.18
Heat Rate Test WP/05	HUBCO Narowal	Narowal	RFO	DG sets based CCPP	213