

**GOVERNMENT OF KHYBER PAKHTUNKHWA  
PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION  
(PEDO)**



**Procurement of Consultancy Services  
for  
Rehabilitation and Restoration of Ranolia  
Hydropower Project, District Kohistan Lower,  
Khyber Pakhtunkhwa, Pakistan**

**Request for Proposal**

**NOVEMBER, 2023**

PEDO House, 38-B/2 Phase-V Hayatabad Peshawar, Pakistan  
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A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be the name of an official.

**PROCUREMENT OF CONSULTANCY SERVICES  
FOR  
REHABILITATION AND RESTORATION OF RANOLIA HPP**

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**SECTION 1**  
**NOTICE FOR INVITING BIDDING**





**Request for Proposal**  
**(Quality and Cost based Selection)**

1. The PEDO (hereinafter call the client) has received financing from the Asian Development Bank in the form of a loan towards the cos of Rehabilitation and Restoration of Ranolia HPP.
2. The client intends to hire the services from reputed Consultancy firm for Design & Construction Supervision Services for the Rehabilitation and Restoration of Ranolia HPP District Kohistan, Khyber Pakhtunkhwa through online e-tendering system.
3. The services of an engineering consulting firm are required for: Undertaking field surveys; assessing the extent of damages; designs and production of drawings along with quantification and cost estimates for the works to be executed; preparation of bidding documents for construction contracts award; supervision of construction activities; and contract administration / management, etc. More details are available in the RFP.
4. A firm/Joint Venture of firms shall be selected for the services under Quality and Cost based selection method and procedures described in the RFP.
5. The applicants shall download the RFP documents, available on PEDO official website <https://www.pedo.pk/> on written application to the office of the undersigned upon payment of Rs. 3,000/- in form of CDR/pay order in favor of CEO PEDO during office hours up to 05 days prior to the closing date.
6. The interested firms must apply online on [etender.pedo.pk](http://etender.pedo.pk) by getting registered and shall submit proposals online (in PDF format only) and also submit the hard copies of the bids in sealed envelopes as per specified procurement method (QCBS) after the date of publication in Newspapers, PEDO and KPPRA websites.
7. The interested firms must submit technical proposals (One Original and Two Copies) and one Original Financial proposal in separate sealed Envelopes at the given address before 1400 hours on 14<sup>th</sup> December, 2023. Technical proposal shall be opened on the same day at 1430 hours. Proposals received after this date and time shall not be entertained. Incomplete/Conditional/Ambiguous applications shall not be considered.
8. The proposal should be framed for implementation period of 24 months and Defect Liability Period of 12 months.
9. PEDO, The Client, may reject all bids or proposals at any time prior to the acceptance of a bid or proposal as per KPPRA rules. Interested firms may obtain further information/ clarification during office hours from the under mentioned address.

**Project Director (RHPP)**

PEDO House, 2<sup>nd</sup> Floor, Room No. 331,  
Sector B/2, Phase V, Hayatabad, Peshawar,  
Islamic Republic of Pakistan  
Tel: 0919217004, Fax: 0919217340



SECTION 2  
INSTRUCTION TO CONSULTANTS



## Section 2. Instructions to Consultants

### 1. INTRODUCTION

- 1.1 Interested bidders are required to submit a technical and a financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Bidder’s proposal could form the basis for future negotiations and ultimately a contract between the firm and the Client named in the Data Sheet.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).
- 1.4 The Energy & Power (E&P) Department Govt. of Khyber Pakhtunkhwa (GoKP) has entrusted the client, Pakhtunkhwa Energy Development Organization (PEDO), the duty to implement the Project as Executing Agency. Funds for utilization towards the cost of the Assignment are to be provided from the ADB Loan No. 3476-PAK already committed for “Access to Clean Energy Investment Program”, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI / RFP is issued.
- 1.5 To obtain first-hand information on the Assignment and on the local conditions, bidders are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Bidder’s representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. Bidder must fully inform itself of local conditions and take them into account in preparing its proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Please note that:
  - i. The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and



- ii. The Client is not bound to accept any of the proposals submitted.
- 1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.
- 1.9 We wish to remind you that in order to avoid conflicts of interest:
  - i. Any firm providing goods, works, or services with which bidder is affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and
  - ii. Any previous or ongoing participation in relation with the project by a firm, its professional staff, its affiliates or associates under a contract may result in rejection of bidder's proposal. The bidder should clarify its situation in that respect with the Client before preparing the proposal.

## **2. DOCUMENTS**

- 2.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Ten (10) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or telefax to such requests and copies of the response shall be sent to all invited Consultants.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, telex or telefax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

## **3. PREPARATION OF PROPOSAL**

- 3.1 Bidders are requested to submit technical and financial proposals. The proposal shall be written in English language.

**Technical Proposal**

- 3.2 In preparing the technical proposal, bidders are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at bidder's own risk and may result in rejection of its proposal.
- 3.3 During preparation of the technical proposal, bidders must give particular attention to the following:
- i. If you (the bidder) consider that your firm does not have all the expertise for the assignment, you may obtain a full range of expertise by forming Joint Venture with other firms or entities. You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani Firm. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.
  - ii. Subcontracting part of the Assignment to other consultants if considered desirable; the same sub-consultant may be included in several proposals, subject to limitations in the Data Sheet.
  - iii. The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. The proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However, bidder may propose changes in the light of their experience through comments on the TOR.
  - iv. The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.
  - v. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.
  - vi. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - vii. Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.
- 3.4 The bidder's technical proposal shall provide the following and any additional information, using the formats attached in Appendix -I:
- I-From-1 A brief description of the Consultant's organization and an outline of recent (not older than Fifteen years) experience on assignments of a similar nature. For each





assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

- I-Form-2 A list of projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken.
- I-Form-3 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.
- I-Form-4 Any comments or suggestions on the TOR; The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
- I-Form-5 CVs recently signed by the proposed key professional staff or an authorized manager in the consultant's head office. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.
- I-Form-6 A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- I-Form-7 A schedule for compilation and submission of various types of reports.
- I-Form-8 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.
- I-Form-9 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.
10. If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.
11. Any additional information as requested in the Data Sheet.



- 3.5 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.

### **Financial Proposal**

- 3.6 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. Financial proposal should be prepared using the formats attached as Appendix-II i.e. Form Nos. 1 through 6.
- 3.7 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.
- 3.8 Costs may be expressed in currency (ies) listed in the Data Sheet

## **4. SUBMISSION OF PROPOSALS**

- 4.1 A bidder shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.



- 4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, the bidder shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

## 5. PROPOSAL EVALUATION

- 5.1 A two-envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score,<sup>1</sup> as indicated below:

### Technical Proposal

- 5.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned un-opened.

Note: The client has to decide, based upon the complexity of the project, what weight ages are to be assigned to technical and financial components for evaluation/ranking of proposals which may vary between 80:20 to 100:0 for the technical and financial proposals respectively. When zero weight age is given to financial proposals, it will be termed only quality based selection. In case where any weight age is assigned to financial proposals it is known as Quality cum Cost Based Selection (QCBS).

### Financial Proposal

#### Option-A: For Quality cum Cost Based Selection

- 5.3 The financial proposals of qualifying consulting firms on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the Data Sheet. The total cost and



major components of each proposal shall be publicly announced to the attending representatives of the firms.

- 5.4 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal ( $F_m$ ) shall be given a financial score ( $S_f$ ) of 100 points. The financial scores of the proposals shall be computed as follows:

$$S_f = \frac{100 \times F_m}{F}$$

( $F$  = amount of specific financial proposal)

- 5.5 Proposals, in the quality cum cost based selection shall finally be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$ - the weight given to the technical proposal,  $P$  = the weight given to the financial proposal; and  $T+P=1$ ) indicated in the Data Sheet:

$$S = S_t \times T \% + S_f \times P\%$$

**Option-B: For Quality Based Selection**

(when financial proposal is assigned zero percent weightage)

- 5.6 After evaluation/ranking of technical proposals, only the top-ranking, qualifying firm shall be invited for opening in presence of representatives formally authorized to negotiate its financial proposal/contract. These negotiations will focus firstly on the terms of reference and proposed facilities etc. to be provided by the client. After agreement on these issues, the cost elements will be discussed and finalized.

In case of failure of these negotiations with the top ranked firm, the second ranked qualifying firm on the basis of technical proposals will be invited to open and negotiate its financial proposal/contract. The process shall continue until negotiations with a qualifying consulting firm is completed successfully.

**6. NEGOTIATION**

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.
- 6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

- 6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff month rates).
- 6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

## **7. AWARD OF CONTRACT**

- 7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/ initialing of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.
- 7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **8. CONFIRMATION OF RECEIPT**

- 8.1 Please inform the Client by telex/facsimile courier or any other means:
- i) That you received the letter of invitation;
  - ii) Whether you will submit a proposal; and



- iii) If you plan to submit a proposal, when and how you will transmit it.



## Data Sheet

Clauses	Amendments of, and Supplements to Clauses in the Instruction to Consultants
1.1	<p><b>Name of Assignment:</b> Procurement of Consultancy Services for Rehabilitation and Restoration of Ranolia Hydropower Project, District Kohistan Lower, Khyber Pakhtunkhwa, Pakistan</p> <p><b>Name of the Client:</b> Pakhtunkhwa Energy Development Organization (PEDO) Government of Khyber Pakhtunkhwa</p>
1.2	<p><b>Project Background</b></p> <p>Ranolia HPP has been constructed with the aim to develop the hydel power potential available in KP on sustainable basis and thus provide cheaper, renewable, environment friendly and most needed power, keeping in mind the present and future requirements of Pakistan, especially rural and remote areas of KP.</p> <p>Since successful completion of the commissioning tests on September 11, 2021 and notification of Commercial Operation Date (COD) by the Central Power Purchase Agency (CPPA-G) Ranolia HPP remained in operation and was supplying power to the National Grid on available discharge. However, the unprecedented flood of August 26, 2022, which played havoc with the infrastructure throughout the country, also devastated the entire valley along Ranolia Khwar and inflicted severe damages on various components of Ranolia HPP and thus the plant is not available for operation since then.</p> <p>A brief description of the structures affected by the flood is given below.</p> <ul style="list-style-type: none"> <li>- Main building of the powerhouse and the offices inside (except the staircase) remained structurally intact, although the tailrace and some non-structural elements like the block walls, windows, piping and conduits etc. got damaged.</li> <li>- Access road and protection works around the powerhouse were damaged / washed away.</li> <li>- The ingress of flows into the powerhouse resulted in sediment deposition in the basement and ground floor causing partial damages to the electro-mechanical components installed inside the powerhouse. The turbines, generators, governors and control panels, however, appears to be in or likely to be brought back to working conditions. However, some of the items may need to be repaired / replaced.</li> <li>- The switchyard constructed on the downstream side of the powerhouse also got major damages and a transformer along with other electrical components were washed away.</li> <li>- Two 220 kV steel towers located on the right bank of Dubair Khwar along with stringing works of about 01km have also been washed away.</li> <li>- Siphon located about 3 km upstream of the powerhouse was partially damaged. Out of the 852m long MS pipe, about 130m portion of the Siphon in the river bed was damaged / washed away. Drainage valve chamber along the</li> </ul>



	<p>siphon also got damaged.</p> <ul style="list-style-type: none"> <li>- About 260m access road to the forebay site (at two locations) along with a culvert thereon to has been washed away. This road is located about 400m upstream of the siphon.</li> <li>- The weir got completely washed away.</li> <li>- An access road emanating from the KKH to the powerhouse and weir, which was upgraded / constructed under the Ranolia HPP, has also been completely washed away and the entire waterway / flood plain along the Ranolia Khwar is now filled with large heavy boulders. All the three bridges leading to the weir were also washed away. Transportation of materials to the siphon and weir site in the current circumstances shall be a challenging task.</li> </ul> <p>This access road and bridges, however, fall under the domain of the C&amp;W Department who has started to construct a jeepable track in the valley. Only a small part (about 450m) of this road in front of the powerhouse and switchyard and about 240m at the weir is proposed to be reconstructed by PEDO under the current project.</p> <p>Depending upon restoration of the access road, all the above works along with some other requisite works as elaborated later in this document are envisaged to be implemented / completed within period of about 24 months.</p> <p><b>Salient Features / Parameters of The Existing Ranolia HPP</b></p> <p>The existing Ranolia HPP components consist of: a weir; a gravel trap and a sand trap; an open headrace power channel (2.7m wide x 2m high and about 2.65km); a siphon (about 852m long mild steel pipe with a diameter of 1.5m and a head of 170m) to carry the channel water from the left to right bank of Ranolia Khwar; a penstock (about 745m with a diameter of 1.5m and a head of 402m); forebay with spill channel; a powerhouse having 2 generators and 2 Pelton turbines of 8.5 MW each along with governors, control panels and other accessories; a tailrace; a switchyard with an AIS (Air Insulated Switchgear) system and a transmission line of about 2km.</p>
1.3	Phasing of the assignment : NA
1.5	Pre Proposal Conference Advisable
1.6	<p><b>The Client will provide the following inputs and facilities</b></p> <p>The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in this Clause at the times and in the manner specified hereunder:</p> <ul style="list-style-type: none"> <li>(a) Office Accommodation within Ranolia HPP Colony at Sholgara with sufficient space and requisite facilities for the Consultants' Staff for the purpose of performing the Services.</li> <li>(b) Residential Accommodation within Ranolia HPP Colony at Sholgara with sufficient space and requisite facilities for the Consultants' Staff working on</li> </ul>





	<p>the Project.</p> <p>(c) Security Arrangement for the Consultants' Staff within the Colony, during working at Site and movement to and from the Site within the project area.</p>																									
<b>1.8</b>	<b>The name of invited Firm(s): All Eligible Consultants</b>																									
<b>2.1</b>	<p>The documents are</p> <p>Section 1 Request for proposal</p> <p>Section 2 Instruction to the consultants</p> <p>Section 3 Terms of References</p> <p>Section 4 Standard Form of Contract</p>																									
<b>2.2</b>	<p>Clarifications may be requested 3 days before the proposal submission date.</p> <p>The address for requesting clarification is:</p> <p><b>Project Director</b>  Rehabilitation and Restoration of Ranolia HPP  Room No. 331, 2<sup>nd</sup> Floor, PEDO House  Plot No. 38, B/2, Phase-V, Hayatabad, Peshawar  Ph No: (+92-91) 9217004  Facsimile : (+92-91) 9217340  E-mail: <a href="mailto:aziz.ahmad@pedo.pk">aziz.ahmad@pedo.pk</a></p>																									
<b>3.3</b>	<p>i. The same sub consultant may participate in several proposals- No</p> <p>ii. The estimated number of Key Professional staff months is (63)</p> <p>iii. Proposed key staff shall be permanent employee who are employed with the consultants at least six months prior to submission of proposal will get 5% additional marks</p> <p>iv. The minimum required experience of proposed key staff is;  (Position; minimum academic qualification, special training etc., number of years of professional experience, number of years/minimum number of similar projects for specific expertise) <b><u>See "Part-II: Qualification and Experience of Consultant's Key personnel" below.</u></b></p> <p><b>Break up of indicative man-months input by various work activities, of key personal and their required qualifications and experience are given below</b></p> <p style="text-align: center;"><b>Part-I <u>Estimated Man months of Key and other Personnel</u></b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No.</th> <th style="text-align: center;">Position</th> <th style="text-align: center;">No.</th> <th style="text-align: center;">Design &amp; Construction Man-months</th> <th style="text-align: center;">DLP Man-months</th> </tr> </thead> <tbody> <tr> <td colspan="5" style="text-align: center;"><b>A. Key Staff</b></td> </tr> <tr> <td style="text-align: center;">1</td> <td>Team Leader / Contract Specialist</td> <td style="text-align: center;">1</td> <td style="text-align: center;">24</td> <td style="text-align: center;">6</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Hydraulics / Hydropower Design Specialist</td> <td style="text-align: center;">1</td> <td style="text-align: center;">3</td> <td style="text-align: center;">-</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Structure Specialist</td> <td style="text-align: center;">1</td> <td style="text-align: center;">6</td> <td style="text-align: center;">-</td> </tr> </tbody> </table>	S. No.	Position	No.	Design & Construction Man-months	DLP Man-months	<b>A. Key Staff</b>					1	Team Leader / Contract Specialist	1	24	6	2	Hydraulics / Hydropower Design Specialist	1	3	-	3	Structure Specialist	1	6	-
S. No.	Position	No.	Design & Construction Man-months	DLP Man-months																						
<b>A. Key Staff</b>																										
1	Team Leader / Contract Specialist	1	24	6																						
2	Hydraulics / Hydropower Design Specialist	1	3	-																						
3	Structure Specialist	1	6	-																						



4	Chief Hydrologist	1	2	-
5	Electro-mechanical Specialist	1	6	4
6	Resident Engineer Civil	1	22	-
	<b>Sub-Total (A)</b>		<b>63</b>	<b>10</b>
<b>B. Technical Staff</b>				
1	Geo-technical Specialist	1	2	-
2	Material Specialist	1	22	-
3	Documentation and Costing Engineer	1	24	-
4	Principal Engineer Mechanical / Hydraulic Steel Structures	1	6	-
5	Assistant Resident Engineer (ARE) Civil	2	44	12
6	ARE Mechanical	1	14	-
7	ARE Electrical	1	14	-
8	Senior Transmission Line Engineer	1	8	-
9	Architect	1	2	-
10	Site Engineer Civil (Powerhouse, Siphon plus Forebay, and Weir) with 3 – 5 years'	3	54	-
11	Junior Engineers (Powerhouse, Siphon plus Forebay, and Weir)	3	54	-
12	Quantity Surveyor	1	20	-
13	Senior Surveyor	1	18	-
14	Lab Technician	2	36	-
15	Assistant Surveyor	2	36	-
16	Pool of Office Engineers (Structure, Electrical, Mechanical etc.)	2	12	-
17	CAD Operators	2	30	-
	<b>Sub-Total (B)</b>		<b>396</b>	<b>12</b>
<b>C. Support Staff</b>				
1	Office Manager	1	22	-
2	Office Assistant	1	22	-
3	Account Assistant	1	22	-
4	Computer Operator	1	24	-
5	Cook	2	44	12



6	Office boy	2	44	12
7	Chowkidar	2	44	-
8	Cleaner	1	22	12
<b>Sub-Total (C)</b>			<b>244</b>	<b>36</b>

1. All local key staff of the consultant should be nominated by name in the proposal. Negative marking equivalent to 25% of that position marks will be applied if the key position is mentioned as TBN.
2. The key staff of the consultant must be proficient in written and spoken English.

The consultants may come up with adjustment of man-months / disciplines in local key personnel, as they consider conducive to the objectives of the assignment, so far as total man-months anticipated for the key personnel remain same.

### **Part-II: Qualification and Experience of Consultant's Key personnel**

Consultant will assign adequately qualified personnel to carry out the implementation of project as described in TOR. Man-month input for which are indicated in **Part-I** "Estimated Man months of Key and other Personnel" above. In particular, the key personnel should possess the qualifications and experience as indicated in following.

#### **Key Staff.**

##### **I. Team Leader / Contract Specialist**

He should be at least Graduate in Civil Engineering from Recognized University. Master's in Civil Engineering would be given additional weightage.

The incumbent should have minimum experience of 20 years with at least 10 year in hydropower projects. He should have 5 years specific experience of working as senior techno managerial position. He should also have sound knowledge of construction contracts. He should be able to lead the team of the consultants and assist PEDO in timely completion of the services with a quality output.

##### **II. Structure Specialist**

He should have at least Master in Structural Engineering from recognized university. He must have excellent experience in hydraulic Structures. He should have at least overall experience of 15 years with 5 years' experience in structural design of hydraulic / dams / hydropower structures. He should be well aware of the latest structural design software.



	<p><b>III. Hydropower / Hydraulics Design Specialist</b></p> <p>He should have at least Master in Hydraulic Engineering / Water Resources Engineering / Hydropower Engineering from recognized university. He must have excellent experience in hydraulics. He should have at least overall experience of 15 years including 5 years' experience in hydraulic design of structures.</p> <p><b>IV. Electro-mechanical Specialist</b></p> <p>He should have at least Graduate in Electrical engineering or Mechanical engineering from recognized university. He should have at least overall experience of 20 years with 10 years' experience in hydropower stations and transmission lines. Master qualification in related discipline will be given additional weightage.</p> <p><b>V. Chief Hydrologist</b></p> <p>He should have Masters in Hydrology / Water Resources Engineering from recognized university. PhD qualification in related discipline will be given additional weightage. He should have at least over all experience of 15 years with 5 years' experience in hydrological assessments.</p> <p><b>VI. Resident Engineer Civil</b></p> <p>The Resident Engineer will have at least a B.Sc. degree in Civil Engineering. He should have at least overall experience of 10 years with 4 years' experience in hydropower construction. Master qualification in related discipline will be given additional weightage.</p>
3.4	<p>(10) Training is an important feature of this assignment: NO</p> <p>(11) Additional Information</p> <ol style="list-style-type: none"> <li>i. Certified Audited Statement of the Firm should be attached.</li> <li>ii. Status of registration with Pakistan Engineering council.</li> </ol>
3.7	<p>Professional liability, insurances (description or reference to appropriate documentation):</p> <p>Payment of all taxes / duties and other imposition as may be levied under the Applicable law, in respect of Consultants, sub consultant and their Personnel shall not be the responsibility of the client</p>
4.1	<p>Consultant must submit ONE original plus <u>one additional copy</u> of the Technical Proposal and ONE original Financial Proposal each in sealed Envelope separately clearly mentioning as "Technical Proposal original or copy" and "Financial Proposal original with a warning DO NOT OPEN WITH THE TECHNICAL PROPOSAL</p>



4.2	<p>The Proposal submission address is:</p> <p><b>Project Director</b>  Rehabilitation and Restoration of Ranolia HPP  Room No. 331, PEDO House  Plot No. 38 B/2 Phase V Hayatabad Peshawar  Ph No: (+92-91) 9217004  Facsimile : (+92-91) 9217340  E-mail: <a href="mailto:aziz.ahmad@pedo.pk">aziz.ahmad@pedo.pk</a></p>
4.4	<p>Proposals must be submitted not later than the following date and time:</p> <p>14<sup>th</sup> December, 2023 on or before 14:00 hrs on and will be opened on the same day at 14:30 hrs. in the main Committee room of PEDO House, Plot# 38/ B-2, Phase -5 Hayatabad Peshawar.</p>
4.5	<p>Proposal must remain valid for <b>90 days</b> after the last date of submission of proposal. The address for submission of proposal is as same as mentioned in 4.2</p>
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposal</p> <p style="text-align: center;"><b><u>Step No.01: Examination for Responsiveness</u></b></p> <p>The Technical Proposals of the bidder shall be subjected to the following mandatory Eligibility Criteria to determine the initial Responsiveness of each Proposal.</p> <p><b>Note No.01:</b> The Consultancy firms either Single Entity or JV (Both lead and partner) must comply with each of the responsiveness requirement listed below.</p> <p><b>Note No.02:</b> The applicant will be eligible for further evaluation only when they earn “YES” in all responsiveness requirements.</p> <p>i) Consultancy firms either Single Entity or JV (Both Lead and Partner) Must have valid Registration with Khyber Pakhtunkhwa Revenue Authority (KPRA) on Proposal Submission Date. <b>(KPRA Registration and Active Status must be attached)</b></p> <p>ii) Consultancy firms either Single Entity or JV (Both Lead and Partner) Must have valid Registration with Federal Board of Revenue (FBR) with Active Tax Payer Status on Proposal Submission Date. <b>(FBR Registration and ATL must be attached)</b></p> <p>iii) The firm should not be black listed from any Government or Autonomous Body <b>(Affidavit on Original Stamp Paper that firm is not blacklisted must be attached).</b></p> <p>iv) In case of firms entering into JV, the JV agreement must be produced on stamp paper as per PEC Bye-Laws format including all Schedules. All those JVs for which JV agreement has not been converted into a legal agreement, Must attach MOU/ Letter of intent.</p> <p style="text-align: center;"><b><u>Step No.02: Evaluation Criteria, Sub Criteria and Point System.</u></b></p>



**Mandatory Requirements:**

- (i). Experience of the Consultancy Firm with Government. /Semi Government Departments /SECP Registered client/ International NGOs and Donor Agencies shall be considered for evaluation. LOA, Contract Agreement, Completion Certificates & Performance Certificate must be attached as evidence. International Completion Certificates must be verified from Pakistan Embassy in the host country.
- (ii). The minimum Over all Technical Score (St) required to pass is: Points 70% (combined) and 60% marks are mandatory for passing in Category I, II and III separately.

**Note: Method of Selection is:**

Quality and cost Based selection (QCBS): under this method of selection the evaluation of the technical and financial proposal will be done by weighting and adding the quality and cost scores in ratio of 80:20 (80% for technical proposal and 20 % of Financial proposal)

**Factor for Evaluation of Consultant Technical Proposal**

(Total Marks 1000)

S.No	Description	Max weight
<b>Category I: Specific experience of the Consultants relevant to the assignment.</b>		
	a. Experience in Maximum 3 Hydropower Projects (Detailed design Or Construction Supervision) completed during the last ten years, each consultancy project will be given 23.33 marks-	70
	b. Experience in General Projects Max 5 Projects  Projects with a minimum value of Pak Rupees 20.0 Million Consultancy Cost, completed during the last Five years, each consultancy project will be given 6 marks	30
<b>Sub Total-I</b>		<b>100</b>
<b>Category II: Approach &amp; Methodology and Work Plan as per TORs</b>		
	a) Understanding and Objective	100
	b) Quality of Methodology	100
	c) Work Program	30
	d) Innovativeness	30
	e) Proposal Presentation	20
	f) Facility proposal for study/ project	20
<b>Sub-Total-II</b>		<b>300</b>



<b>Category III: Key professional Staff Qualifications and competence for the assignment:</b>			
<b>S. No.</b>	<b>Detail of Technical Staff</b>		<b>Marks / Weightage</b>
<b>Key Staff</b>			
1	Team Leader / Contract Specialist		150
2	Hydraulics / Hydropower Design Specialist		90
3	Structure Specialist		90
4	Chief Hydrologist		90
5	Electro-mechanical Specialist		90
6	Resident Engineer Civil		90
	<b>Sub Total</b>		<b>600</b>
<b>Grand Total (I+II+III)</b>			<b>1000</b>
<b>Evaluation of Key Staff</b>			
<b>Individual Key staff Evaluation</b>			
<b>1</b>	<b>Team Leader</b>		
	<b>a. General Qualification</b>	Where Basic Requirement is Graduation	
	i. Basic Degree (B.Sc.)	15%	
	ii. M.Sc.	5%	
	<b>Sub Total (a)</b>	<b>20%</b>	
	<b>b. Adequacy for Assignment/ Experience</b>		
	i. Overall Experience	20%	
	ii. Project Related Experience	35%	
	iii. Specialized Training in relation to field (> 3 months)	5%	
	iv. Working as Team / Deputy Team/Senior Techno Managerial Position	15%	
	v. Permanent Status	5%	
	<b>Sub Total(b)</b>	<b>80%</b>	
	<b>Total (1) (a+b)</b>	<b>100%</b>	
<b>2</b>	<b>Other Key personnel</b>		
	<b>a. General Qualification</b>	Where Basic Requirement is Graduation	Where Basic Requirement is Master



	i. Basic degree (Bachelors)	15%	
	ii. M.Sc.	5%	15%
	iii. PhD/ post master qualification		5%
	<b>Sub Total(a)</b>	<b>20%</b>	<b>20%</b>
	<b>b. Adequacy for Assignment / Experience</b>		
	i. Overall	20%	20%
	ii. Job related Experience	50%	50%
	iii. Specialized Training related to field	5%	5%
	<b>Sub Total (b)</b>	<b>75%</b>	<b>75%</b>
	<b>*Status with the Firm</b>	<b>5%</b>	<b>5%</b>
	<b>Total (2) (a+b+c)</b>	<b>100%</b>	<b>100%</b>
	<p><b>Note-1</b> Only Key Staff CVs would be evaluated. All Key Staff CVs must be duly signed and as per format attached in this RFP. CVs not submitted on the given format or unsigned in the proposal shall not be evaluated. <b>The copies of degrees / certificates MUST be attached for Foreign and Local Key Staff.</b> Where copies of Degree of Key Personnel is not attached, Marks for Qualification (20%) shall not be awarded.</p> <p><b>Note-2</b> Key Staff will be awarded 5% marks in “Status with the Firm” if income tax returns for the last six months are attached in addition to requirements stated under Note-1 above.</p> <p><b>Note-3</b> No marks will be awarded to an incumbent who is already engaged as full time on currently ongoing project with other firm at the time of evaluation of technical proposal.</p> <p><b>Note-4</b> No marks will be awarded to person who is presently employee of Government / Semi Government / public department unless NOC from parent department is provided.</p>		
<b>5.3</b>	Expected date and address for Financial Proposal opening: As notified after Technical Evaluation of proposal. The Financial proposal shall be opened in presence of authorised representative of Firms		
<b>5.4</b>	The formula for determining the financial score is following: $S_f = 100 FM/F$  In which $S_f$ is financial score. $FM$ is the lowest price and $F$ is the price of the		





	<p>proposal under consideration. The Weightage given to Technical and Financial Proposal are</p> <p style="text-align: center;">TP = 80% FP = 20%</p> <p>The firm achieving the highest combined technical and financial score and stand first ranked will be invited for negotiation.</p>
<b>7.2</b>	Expected date and location for commencement of consulting services is before January 15, 2024 at Peshawar and Ranolia, Kohistan, Khyber Pakhtunkhwa.



APPENDIX-I  
TECHNICAL PROPOSAL FORMS



**TECHNICAL PROPOSAL SUBMISSION FORM**

(Location, Date)

To,

**Project Director**

Dear Sir,

We the undersigned, offer to provide the consulting services for ....., Khyber Pakhtunkhwa, in accordance with your request for proposal dated (*insert date*) and our proposal. We are hereby submitting our proposal, which includes this technical proposal and a financial proposal sealed under separate envelope.

We are submitting our proposal in association with:( *Insert a list with full name and address of each associated consultant*)

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

If negotiations are held during the period of validity of proposal i-e before the date indicated in paragraph 4.4 of Data sheet, we undertake to negotiate on the basis of proposed staff. Our Proposal is binding upon us subject to the modification resulting from contract negotiations.

We undertake, if our proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely

Authorized Signature (*In full and initials*): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of the Firm: \_\_\_\_\_

Address: \_\_\_\_\_



Form-1

**FIRM'S REFERENCE****RELEVANT SERVICES CARRIED OUT IN THE LAST TEN YEARS  
WHICH BEST ILLUSTRATE QUALIFICATIONS**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name: Percentage Share in Project: Lead Partner or Other:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project& salient Features of the components of Project:		
Description of Actual Services (with salient features of component handled) Provided by Your Firm also showing percentage share and the position in joint venture / consortium, if applicable;		

Firm / Consultants' Name: \_\_\_\_\_



Form-2

**PRESENT STAFF DEPLOYMENT**

(As of \_\_\_\_\_)

**I projects in hand**

S.No	Project Name	Client	Location	Associate(s)	Expected date of completion

**II Overall staff deployment**

S.No	Field of Experts	Total Number of Permanent staff	Staff Assigned to Above Projects

**III Professional / Technical Staff Deployed on Projects in Hand (up to Junior Level)**

S.No	Field of Experts	Total Number of Permanent staff	Staff Assigned to Above Projects





Form-4

**COMMENTS/SUGGESTIONS OF CONSULTANT**

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

1.

2.

3.

4.

5.

Etc.



Form-5

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

1. Proposed Position: \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_
3. Name of Staff: \_\_\_\_\_
4. Profession: \_\_\_\_\_
5. Date of Birth: \_\_\_\_\_
6. Years with Firm: \_\_\_\_\_
7. Nationality: \_\_\_\_\_
8. Membership in Professional Societies: \_\_\_\_\_  
(Membership of PEC is Mandatory with Number)
9. Detailed Tasks Assigned on the Project: \_\_\_\_\_  
\_\_\_\_\_

**10. Key Qualifications:**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. *Use up to one page*].

**11. Education:**

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

**12. Employment Record:**

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

**13. Languages:-**

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





14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe me, my qualifications and my experience.

15. Total Experience (Year): \_\_\_\_\_

16. Relevant experience (Year): \_\_\_\_\_

\_\_\_\_\_  
Signature of Staff Member

Date: \_\_\_\_\_  
Day/Month/Year



**WORK PLAN/ACTIVITY SCHEDULE**

Items of Work/Activities	Monthly Program from date of assignment (in the form of a Bar Chart)																	
	1	2	3	4	5	6	7	8	9	10	11	12	-	-	-	-	-	24

**COMPLETION AND SUBMISSION OF REPORTS**

<b>Reports</b>	<b>Date</b>
1. Inception Report	
2. Monthly Progress Reports	
3. Project Completion Report	



**WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL**

S.No	Name	Position	Months (in the form of a Bar Chart)																		Number of Months		
			1	2	3	4	5	6	7	8	9	10	11	12	-	-	-	-	-	24			
I	Project Office																						
		Project Manager																					
		_____																					
		_____																					
		Sub Total																					
II	Filed Office																						
		-----																					
		-----																					
		Sub Total																					
	Total (I+II)																						

Legend

Full Time: \_\_\_\_\_

Part Time: \_\_\_\_\_

Activities Duration \_\_\_\_\_



**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO  
BE ASSIGNED TO EACH TEAM MEMBER**

**1. Technical/Managerial Staff**

Name	Position	Task Assignment

**2. Support Staff**

Name	Position	Task Assignment



APPENDIX-II  
FINANCIAL PROPOSAL FORMS



## FINANCIAL PROPOSAL SUBMISSION FORM

*(Place & Date)*

From

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To

**Project Director**

Subject: Consultancy services for.....Khyber Pakhtunkhwa.

Sir,

I/We ..... enclose herewith financial proposal of our Firm/consortium for the subject service, amounting to total cost of services as Rs. (Rupees) ..... We understand that you are not bound to accept any proposal received.

The financial proposal details are presented the following forms:

- |  |            |
|--|------------|
| • Breakdown of Consultants Bill rate<br>(Local)                    | Form Fin-1 |
| • Breakdown of Consultants social charges                          | Form Fin-2 |
| • Breakdown of Consultants Overhead Costs                          | Form Fin-3 |
| • Estimated local currency Salary cost/Remuneration of consultants | Form Fin-4 |
| • Estimated Direct/Non Salary cost of consultants                  | Form Fin-5 |
| • Summary of Consultancy Services Cost                             | Form Fin-6 |

Your Faithfully Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

(Authorized Representative)



Form Fin-1

**BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT**

Project: \_\_\_\_\_ Firm: \_\_\_\_\_

Name	Position	Basic Salary per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total (1+2+3)	Fee (%age of 4)	Rate per Month for project Office	Field Allow. (%age of 1)	Rate per Month for Field Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**Notes:**

- Item No. 1 Basic salary shall include actual gross salary before deduction of taxes.
- Item No. 2 Social charges shall include Client's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form 2).
- Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form 3).
- Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.
- Item No. 7 Normally payable only in case of field work under hard and arduous conditions.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_









**ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION**

S.No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
<b>I.</b>	<b>Key Staff</b>				
		<b>Sub-Total:</b>			



**ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION**

<b>S.No.</b>	<b>Name</b>	<b>Position</b>	<b>Staff-Months</b>	<b>Monthly Billing Rate</b>	<b>Total Estimated Amount (Rs.)</b>
<b>II</b>	<b>Technical Staff</b>				
		<b>Sub-Total:</b>			



**ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION**

<b>S.No.</b>	<b>Name</b>	<b>Position</b>	<b>Staff-Months</b>	<b>Monthly Billing Rate</b>	<b>Total Estimated Amount (Rs.)</b>
<b>III</b>	<b>Support Staff</b>				
		<b>Sub-Total:</b>			



**DIRECT (NON-SALARY) COST of Consultants****Firm:** -----

S #	Description	Unit	Quantity	Rate (Rs)	Total Amount (Rs.)
1	Office and Accommodation will be provided by PEDO	LS	-		
2	Electricity, Water, Wood and Gas charges for Office and Accommodation	LS	-		
3	Office / Accommodation Furnishing	LS	-		
4	Office Equipment	LS	-		
5	Running and Maintenance of office and office equipment	LS	-		
6	Office Supplies and Stationery	LS	-		
7	Printing, Photo coping and Binding of Reports	LS	-		
8	Telefax, postage, courier, telephone and internet charges	LS	-		
9	Rental Vehicles - Double Cabin including drivers (3 No.)	Per Month Per Vehicle	54		
10	Rental Vehicles - Car including drivers (1 No.)	Per Month Per Vehicle	24		
11	POL and maintenance for Vehicles	LS	-		
12	POL and maintenance for Generator	LS	-		
13	Telefax, postage, courier, telephone and internet charges	LS	-		
14	Tariff Petition	LS	-		
Sub Total					

**Note: (1) All lump sum (LS) items shall be paid as per actual.  
(2) Add costs for DLP, if any.**

**SUMMARY OF COST OF CONSULTANT**

<b>S.No.</b>	<b>Description</b>	<b>Amount</b>
1	Salary Cost / Remuneration	Rs.
2	Direct Cost	Rs.
3	Sub Total (1+2)	Rs.
4	Sales Tax on Services (GST @ 2%) if applicable	Rs.
	<b>Grand Total ( 3 + 4 )</b>	Rs.



SECTION 3  
TERMS OF REFERENCE (TOR)





## Section 3 – Terms of Reference (TOR)

### 1 NAME OF THE PROJECT

Rehabilitation and Restoration of Ranolia Hydropower Project, District Kohistan Lower, Khyber Pakhtunkhwa Province, Pakistan.

### 2 LOCATION

Ranolia Hydropower Project (Ranolia HPP) is a run-of-river type hydropower plant with ultimate capacity of about 17 MW located along Ranolia Khwar, a tributary of Dubair Khwar, in District Kohistan Lower of Khyber Pakhtunkhwa Province (KP), Pakistan.

The powerhouse has been constructed, near Dubair Bazar, on the right bank of Dubair Khwar about 800m upstream of its confluence with the Indus River, wherefrom the distance to the weir site is about 5 km. Dubair Bazar is about 20 km north of Besham, along the main Karakoram Highway (KKH).

### 3 IMPLEMENTATION ARRANGEMENT

i.	Sponsoring	Energy and Power (E&P) Department, Government of Khyber Pakhtunkhwa (GoKP)
ii.	Execution	Pakhtunkhwa Energy Development Organization (PEDO), E&P Department, GoKP
iii.	Operation and Maintenance	PEDO, E&P Department, GoKP
iv.	Concerned Federal Ministry	a. Ministry of Energy (Power Division), Islamabad, Government of Pakistan b. Ministry of Economic Affairs, Islamabad, Government of Pakistan

Moreover, a Project Management Unit (PMU) headed by a Project Director (PD) is proposed to be established to coordinate with the local administration, resolve local issues and oversee the project progress, quality and costs controls measures during implementation of the project.

### 4 PROJECT BACKGROUND

Ranolia HPP has been constructed with the aim to develop the hydel power potential available in KP on sustainable basis and thus provide cheaper, renewable, environment friendly and most needed power, keeping in mind the present and future requirements of Pakistan, especially rural and remote areas of KP.

Since successful completion of the commissioning tests on September 11, 2021 and notification of Commercial Operation Date (COD) by the Central Power Purchase Agency (CPPA-G) Ranolia HPP remained in operation and was supplying power to the National Grid on available discharge. However, the unprecedented flood of August 26, 2022, which played havoc with the infrastructure throughout the country, also devastated the entire valley along Ranolia Khwar and

inflicted severe damages on various components of Ranolia HPP and thus the plant is not available for operation since then.

A brief description of the structures affected by the flood is given below.

- Main building of the powerhouse and the offices inside (except the staircase) remained structurally intact, although the tailrace and some non-structural elements like the block walls, windows, piping and conduits etc. got damaged.
- Access road and protection works around the powerhouse were damaged / washed away.
- The ingress of flows into the powerhouse resulted in sediment deposition in the basement and ground floor causing partial damages to the electro-mechanical components installed inside the powerhouse. The turbines, generators, governors and control panels, however, appears to be in or likely to be brought back to working conditions. However, some of the items may need to be repaired / replaced.
- The switchyard constructed on the downstream side of the powerhouse also got major damages and a transformer along with other electrical components were washed away.
- Two 220 kV steel towers located on the right bank of Dubair Khwar along with stringing works of about 01km have also been washed away.
- Siphon located about 3 km upstream of the powerhouse was partially damaged. Out of the 852m long MS pipe, about 130m portion of the Siphon in the riverbed was damaged / washed away. Drainage valve chamber along the siphon also got damaged.
- About 260m access road to the forebay site (at two locations) along with a culvert thereon to has been washed away. This road is located about 400m upstream of the siphon.
- The weir got completely washed away.
- An access road emanating from the KKH to the powerhouse and weir, which was upgraded / constructed under the Ranolia HPP, has also been completely washed away and the entire waterway / flood plain along the Ranolia Khwar is now filled with large heavy boulders. All the three bridges leading to the weir were also washed away. Transportation of materials to the siphon and weir site in the current circumstances shall be a challenging task.

This access road and bridges, however, fall under the domain of the C&W Department who has started to construct a jeepable track in the valley. Only a small part (about 450m) of this road in front of the powerhouse and switchyard and about 240m at the weir is proposed to be reconstructed by PEDO under the current project.

Depending upon restoration of the access road, all the above works along with some other requisite works as elaborated later in this document are envisaged to be implemented / completed within period of about 24 months.

## **5 SALIENT FEATURES / PARAMETERS OF THE EXISTING RANOLIA HPP**

The existing Ranolia HPP components consist of: a weir; a gravel trap and a sand trap; an open headrace power channel (2.7m wide x 2m high and about 2.65km); a siphon (about 852m long mild steel pipe with a diameter of 1.5m and a head of 170m) to carry the channel water from the left to right bank of Ranolia Khwar; a penstock (about 745m with a diameter of 1.5m and a head of 402m); forebay with spill channel; a powerhouse having 2 generators and 2 Pelton turbines of 8.5 MW each along with governors, control panels and other accessories; a tailrace; a switchyard with an AIS (Air Insulated Switchgear) system and a transmission line of about 2km.

## **6 SCOPE OF CONSULTANCY SERVICES**

The scope of consultancy services in general includes, but is not limited to, undertaking field surveys; assessing the extent of damages; designs and production of drawings along with quantification and cost estimates for the works to be executed; preparation of bidding documents for construction contracts of the project components; supervision of construction activities; and contract administration / management, etc. for the following works.

### **1. Powerhouse**

- a. Construction of tailrace
- b. Access road (about 450m)
- c. Protection works
- d. A bypass channel for flows in case of powerhouse shutdown
- e. Construction of store for the spare parts

### **2. Switchyard and Main Transmission Line (EPC mode of Contract)**

- a. Switchyard - Air Insulated (AIS) or Gas Insulated (GIS),
- b. E&M Equipment and ancillary works
- c. Transmission line 132 kVA (about one Km with 2-3 towers). The transmission line may be restored / constructed by the National Transmission and Despatch Company (NTDC).

### **3. Siphon**

- a. Construction of about 130m of the Siphon in the river bed portion
- b. Protection works
- c. Spill arrangement for the Siphon (Inlet Pond) with raising of walls

### **4. Forebay**

- a. Construction of Terminal Structure at the Forebay
- b. Access road (about 260m at two location)
- c. Protection works

### **5. Weir**

- a. Construction of Weir
- b. Connecting channel, gravel trap and damaged chutes of the sand trap



- c. Protection works
- d. Access road (about 240m)
- e. Suspension bridge

**6. Other Works**

- a. Slab (about 750m) for the headrace channel
- b. Accommodation facility for the O&M and security staff
- c. Transmission Line (about 6 Km) 11 / 33 kVA for the colony and (about 6 Km) for the weir site

**6.1 DESIGN SERVICES**

The Consultants shall be responsible for the following:

1. Conducting field / topographic surveys of the damaged / washed away structures of the Ranolia HPP in sufficient details to assess the extent of damages and to enable requisite designs of the structures / facilities and ancillary works.
2. Producing survey maps / drawings on such scales as to facilitate requisite designs for different components of the project.
3. Undertaking hydrological assessment of the recent flood in the project area to estimate the quantum of flood that passed through the powerhouse and weir of Ranolia HPP through hydrological / hydraulic modelling.
4. Proposing protection works to ensure safety of the project components (powerhouse, siphon and weir, etc.) against the entry of flood flows.
5. Undertaking hydraulic design of civil works component, where required, for the various structures.
6. Undertaking structure design of civil works component, where required, for the various structures.
7. Preparing drawings on reasonable scales and with sufficient details to serve the purpose of bidding process as well as construction of the project components at site.
8. Estimation of quantities from the drawings and preparation of bill of quantities (BOQ) for bidding purposes.
9. Preparing cost estimates using latest version of the Technical and Material Specifications and Market Rate System (MRS) published by the Government of KP, if and where applicable.
10. Preparing bidding documents based on KPPRA / PEC standard bidding documents for Civil Works, whichever suggested by the Client.



11. Preparing bidding documents based on EPC mode for the Switchyard, AIS/GIS, Transmission Line and other E&M Works.
12. Attend pre-bid meetings, if any; prepare responses in consultation with the Client to the bidders' queries and assist the Client in the bidding and bids evaluation process.
13. Prepare contract documents for different packages for the purpose of award.

## **6.2 CONSTRUCTION SUPERVISION SERVICES**

The Consultants shall perform the role of "The Engineer" and provide the following constructions supervision services.

1. Review and approval of construction schedule submitted by contractors.
2. Supervise and check setting out as well as general layout of all components / structures of the project.
3. Review of construction drawings / plans for any omission / correction etc. and incorporating site specific changes, if and where necessitated, in accordance with actual site situation.
4. Supervision of construction activities of the project to ensure that the project components are being constructed satisfactorily in accordance with drawings, designs, technical specifications, required quality and various stipulations contained in the contract documents.
5. Approve the sources of appropriate construction material.
6. Supervise material testing in the contractor's field laboratory and keep record of respective test results / reports. Where necessary, getting material samples tested from other laboratories through the contractors.
7. Conducting regular site meetings with the contractor to discuss matters related to progress and quality.
8. Provide adequate technical assistance, consultation and advice to the Client on technical and contractual issues.
9. Participation and coordination in progress meeting convened at site, PEDO house or any other place as and when required.
10. Maintain close coordination with the Client and contractors to implement the project in accordance with the contract agreement.
11. Monitoring progress of works, recording measurement for the completed and in-progress works, and reporting thereof.
12. Verify quantity and quality of work done at site, prior to certification / recommendation of interim payment certificates (IPC's) for payment.



13. Review the contractors' requests for time extension, variations, additional compensation and claims and making recommendations for appropriate actions.
14. Certifying substantial completion and preparing punch list of incomplete / deficient works for the Defect Liability Period (DLP).
15. Monitor compliance and progress of the punch list items with limited / intermittent staff input during the Defect Liability Period (DLP).
16. Certifying final completion of works and issuing Taking-Over Certificate (TOC) of the Works, after approval of the Client.
17. Certifying Final Payment Certificates (FPC's) and recommending it for payment.
18. Prepare petition and pursue the process for Tariff revision, if and when so instructed by the Client.

### **6.3 REPORTING / DOCUMENTATION REQUIREMENTS**

The consultant shall prepare and maintain / submit the following reports / documents.

- i. Inception Report.
- ii. Bidding documents including Tender Drawings for the remaining works.
- iii. Contract documents and construction drawings.
- iv. Maintaining record of laboratory test results in proper files.
- v. Maintaining records, correspondences, photographs and site diaries, etc.
- vi. Maintaining record of EOT, variation orders and claims, etc.
- vii. Record of Certified / Approved Payment Certificates (interim and final).
- viii. As-built drawings.
- ix. Monthly Progress Reports.
- x. Project Completion Report.
- xi. Operation and maintenance (O&M) manual for civil works
- xii. Revised PC-I Proforma, if required.
- xiii. Preparation of PC-IV Proforma.

### **7 QUALIFICATION AND EXPERIENCE OF CONSULTANTS KEY PERSONNEL**

Consultant will assign adequately qualified personnel to carry out the implementation of project as described in TOR. Man-month input for which are indicated below. In particular, the key personnel should possess the qualifications and experience as indicated in following.

#### **I. Team Leader**



He should be at least Graduate in Civil Engineering from Recognized University. Master's in Civil Engineering would be given additional weightage.

The incumbent should have minimum experience of 20 years with at least 10 year in hydropower projects. He should have 5 years specific experience of working as senior techno managerial position. He should also have sound knowledge of construction contracts. He should be able to lead the team of the consultants and assist PEDO in timely completion of the services with a quality output.

## **II. Structure Specialist**

He should have at least Master in Structural Engineering from recognized university. He must have excellent experience in hydraulic Structures. He should have at least overall experience of 15 years with 5 years' experience in structural design of hydraulic / dams / hydropower structures. He should be well aware of the latest structural design software's.

## **III. Hydropower / Hydraulics Design Specialist**

He should have at least Master in Hydraulic Engineering / Water Resources Engineering / Hydropower Engineering from recognized university. He must have excellent experience in hydraulics. He should have at least overall experience of 15 years including 5 years' experience in hydraulic design of structures.

## **IV. Electro-mechanical Specialist**

He should have at least Graduate in Electrical engineering or Mechanical engineering from recognized university. He should have at least overall experience of 20 years with 10 years' experience in hydropower stations and transmission lines. Master qualification in related discipline will be given additional weightage.

## **V. Chief Hydrologist**

He should have Masters in Hydrology / Water Resources Engineering from recognized university. PhD qualification in related discipline will be given additional weightage. He should have at least over all experience of 15 years with 5 years' experience in hydrological assessments.

## **VI. Resident Engineer Civil**

The Resident Engineers will have at least a B.Sc. degree in Civil Engineering. He should have at least overall experience of 10 years with 4 years' experience in hydropower construction. Master qualification in related discipline will be given additional weightage.

# **8 STAFFING / INPUT REQUIREMENT**

The consultants shall frame their proposal based on the following input spanning over a period of 24 man-months which could form the basis for future negotiations and ultimately a contract between your firm and the Client. The consultants may suggest additional items under the direct costs which may be discussed during the negotiation.

S. No.	Position	No.	Design & Construction Man-months	DLP Man-months
<b>A. Key Staff</b>				
1	Team Leader / Contract Specialist	1	24	6
2	Hydraulics / Hydropower Design Specialist	1	3	-
3	Structure Specialist	1	6	-
4	Chief Hydrologist	1	2	-
5	Electro-mechanical Specialist	1	6	4
6	Resident Engineer Civil	1	22	-
	<b>Sub-Total (A)</b>		<b>63</b>	<b>10</b>
<b>B. Technical Staff</b>				
1	Geo-technical Specialist	1	2	-
2	Material Specialist	1	22	-
3	Documentation and Costing Engineer	1	24	-
4	Principal Engineer Mechanical / Hydraulic Steel Structures	1	6	-
5	Assistant Resident Engineer (ARE) Civil	2	44	12
6	ARE Mechanical	1	14	-
7	ARE Electrical	1	14	-
8	Switchyard/ Transmission Line Engineer	1	8	-
9	Architect	1	2	-
10	Site Engineer Civil (Powerhouse, Siphon plus Forebay, and Weir) with 3 – 5 years' experience	3	54	-
11	Junior Engineers (Powerhouse, Siphon plus Forebay, and Weir)	3	54	-
12	Quantity Surveyor	1	20	-
13	Senior Surveyor	1	18	-
14	Lab Technician	2	36	-
15	Assistant Surveyor	2	36	-
16	Pool of Office Engineers (Structure, Electrical, Mechanical etc.)	2	12	-
17	CAD Operators	2	30	-
	<b>Sub-Total (B)</b>		<b>396</b>	<b>12</b>
<b>C. Support Staff</b>				
1	Office Manager	1	22	-



<b>S. No.</b>	<b>Position</b>	<b>No.</b>	<b>Design &amp; Construction Man-months</b>	<b>DLP Man-months</b>
2	Office Assistant	1	22	-
3	Account Assistant	1	22	-
4	Computer Operator	1	24	-
5	Cook	2	44	12
6	Office boy	2	44	12
7	Chowkidar	2	44	-
8	Cleaner	1	22	12
	<b>Sub-Total (C)</b>		<b>244</b>	<b>36</b>



Ranolia Bazar



Access Road



Access Road



Access Road

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Access Road



Access Road



Forebay Access Road



Headrace Channel

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Turbine



Powerhouse



Access Road u/s Powerhouse



Powerhouse

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Siphon Inlet Pond



Siphon Inlet Pond

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Siphon Inlet Pond



Siphon Drainage Valve





Siphon



Washed away piece of Siphon

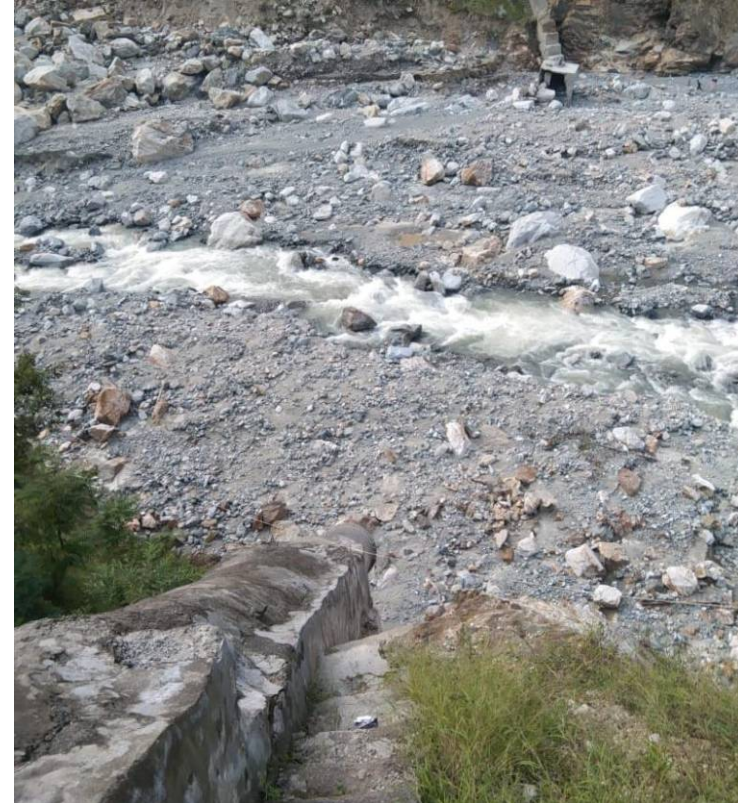


Damaged Drainage Valve for Siphon





Damaged portion of Siphon



Damaged portion of Siphon





Access Road



Powerhouse Staircase





Switchyard



Switchyard



Powerhouse Staircase

A handwritten signature in blue ink, appearing to be in Urdu or a similar script, located at the bottom right of the page.





Weir



Weir Access Road near Gravel Trap



Weir Access Road

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SECTION 4  
STANDARD FORM OF CONTRACT



**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**between**



**PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION  
(PEDO)**

**and**

---

**(NAME OF THE CONSULTANT)**

**for**

**REHABILITATION AND RESTORATION OF RANOLIA  
HYDROPOWER PROJECT**

**November, 2023**

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**FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_ day of \_\_\_\_ (month) of \_\_\_\_ (year), between, on the one hand,

**PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION (PEDO)**

(hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

**[Name of Consultant]**

(hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

**WHEREAS**

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) the General Conditions of Contract;
  - (b) the Special Conditions of Contract;
  - (c) the following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Subconsultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency – Not used
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services & Facilities to be Provided by the Client and Counterpart Personnel to be Made Available to the Consultants by the Client.
    - Appendix G: Integrity Pact (for Services above Rs. 10 million)
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:





- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of Client

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

For and on behalf of Consultants

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)



## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;



- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorised Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorised Representative specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **1.5 Location**

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

## **1.6 Authorised Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorised Representatives specified in the SC.

## **1.7 Taxes**

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.



### **1.8 Leader of Joint Venture**

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in SC, to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

### **1.9 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.10 Headings**

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

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

### **2.1 Effectiveness of Contract**

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

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

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

### **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.



## 2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

## 2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be mutually agreed and signed by both the Parties.

## 2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

## 2.7 Force Majeure

### 2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.



- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

### **2.7.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

## **2.8 Suspension of Payments by the Client**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days in the case of the event referred to in paragraph (f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any



agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

### **2.9.3 Cessation of Services**

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.



## **2.9.4 Payment upon Termination**

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

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

## **2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraphs (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

# **3. OBLIGATIONS OF THE CONSULTANTS**

## **3.1 General**

### **3.1.1 Standard of Performance**

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or third parties.

### **3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law.





### **3.2 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultants**

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.



### **3.5 Other Insurances to be Taken out by the Consultants**

In addition to the insurance stated in Sub-Clause 3.4 above, the Consultants shall take out and maintain the various insurances as are specified in the SC, at the cost and expense of the Client.

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.8 Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents, is specified in the SC.

### **3.9 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the



Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

### **3.10 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 General**

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

### **4.2 Description of Personnel**

- (a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants in accordance with the actual requirements of the Contract to ensure efficient performance of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-Clause 6.1(a) of this Contract.

### **4.3 Approval of Personnel**

The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

### **4.4 Working Hours, Leave, Overtime, etc.**



Working Hours for Key Personnel are set forth in Appendix-C hereto.

Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorised Representative of the Consultants at site, if any, shall be preceded by the Client informed in writing.

#### **4.5 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client; (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants 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 Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 Resident Engineer**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services, a Resident Engineer acceptable to the Client, shall take charge of the performance of such Services



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

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

#### **5.1.1 Assistance**

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organisations. Such items shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC;
- (e) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

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

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organisation named in the SC.
- (b) coordinate with any other consultants employed by him.

#### **5.1.3 Approvals**

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

### **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.



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

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

### **5.4 Services and Facilities**

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Sub-Clause 6.1(b) hereinafter.

### **5.5 Payments**

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

### **5.6 Counterpart Personnel**

- (a) If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants 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 Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.

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

### **6.1 Cost Estimates, Ceiling Amount**

- (a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (b) Notwithstanding Sub-Clause 6.1(a) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, and the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- (c) Notwithstanding Sub-Clause 6.1(b) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)**

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.





- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC.

### **6.3 Currency of Payment**

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in Appendix D, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

### **6.4 Mode of Billing and Payment**

Billing and payments in respect of the Services shall be made as follows:

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:
  - (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
  - (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

Any bank interest accruing in a revolving fund shall be credited by the Consultants to the Client.

- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure.





In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.

- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement 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 Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted alongwith the final report and statement of the Consultants by the Client.
- (e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

## **6.5 Delayed Payments**

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



## 6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) Any re-doing of any part of the Services as a result of client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, the Consultants, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said Additional Services, then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

## 6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice within twenty-eight (28) days after the expiry of the time stated in paragraph (c) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than twenty-eight (28) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants' entitlement to financing charges under Sub-Clause 6.5.

## 7. FAIRNESS AND GOOD FAITH

### 7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization to the objectives of this Contract.

### 7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Sub-



Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **8.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto.

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

## **9. INTEGRITY PACT**

**9.1** If the Consultant or any of his Subconsultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.



### III. SPECIAL CONDITIONS OF CONTRACT

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

#### 1.1 Definitions

(p) "Project" means Rehabilitation and Restoration of Ranolia Hydropower Project.

#### 1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

**Project Director (RHPP)**  
 PEDO House, 2<sup>nd</sup> Floor, Room No. 331,  
 Sector B/2, Phase V, Hayatabad, Peshawar,  
 Islamic Republic of Pakistan  
 Tel: 0919217004  
 Fax: 0919217340

For the Consultants:

Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Fax : \_\_\_\_\_  
 Email : \_\_\_\_\_

#### 1.7 Taxes

Add the following sub-paragraph:

All taxes levied by the Government of Khyber Pakhtunkhwa from time to time would be deducted as applicable under the law.

#### 1.8 Leader of Joint Venture

The leader of the Joint Venture is ..... (name of the Member of the Joint Venture).



*[Note: If the Consultants do not consist of more than one entity, the Sub-Clause 1.8 should be deleted.]*

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

## **2.1 Effectiveness of Contract**

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

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

The time period shall be 90 days or such other period as the Parties may agree in writing.

## **2.3 Commencement of Services**

The Consultants shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

## **2.4 Expiration of Contract**

The period of completion of Services shall be 36 months (including 12 months for DLP) from the Commencement Date of the Services or such other period as the Parties may agree in writing.

"Completion of Services" means completion of Services as per Appendix-A.

## **3.5 Insurance to be Taken out by the Consultants.**

The risks and the coverages shall be as follows:

- (a) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.



### **3.6 Consultants' Actions Requiring Client's Prior Approval**

- (c) The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:
- i) Issuing Variations Orders in respect of:
    - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
    - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
    - any item of Works covered under Provisional Sums
  - ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
  - iii) Details of any nominated sub-contracts.
  - iv) Any action under terms of Performance Guarantee or Insurance Policy.
  - v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
    - Adverse Physical Conditions and Artificial Obstructions
    - Suspension of Works
    - Bonus and Liquidated Damages
    - Certificate of Completion of Works
    - Defects Liability Certificate
    - Forfeiture
    - Special Risks
    - Frustration
  - vi) Final Measurement Statement
  - vii) Release of Retention Money
  - viii) Any change in the ratios of various currencies of payment.

### **3.8 Documents Prepared by the Consultants to be the Property of the Client**

The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.



**4.6 Resident Engineer**

The word “Resident Engineer” wherever it appears in this document shall be read as “Team Leader”.

**5.1.1 Assistance**

- (a) The Client shall make available within ..... days from the Commencement Date, the documents namely .....  
.....  
.....  
.....

This list if warranted shall be supplemented subsequently.

- (d) Other assistance and exemptions to be provided by the Client include provision of security during the project period and its extension, if any, during working and movement to and from the site within the project area.

**5.1.2 Coordination**

- (a) The departments and agencies include other organizations means the local / district administration, police, revenue department, WAPDA, NTDC, NEPRA, CPPAG, PESCO, EPA, army, rangers, intelligence / monitoring agencies, frontier constabulary or equivalent, etc.

**5.1.3 Approvals**

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants.

**6.2 Remuneration and Reimbursable Direct Costs (Non-Salary Costs)**

6.2(a) Payments for remuneration made in accordance with Sub-Clause 6.2(a) shall be adjusted as follows:

- (ii) Remuneration paid in local currency pursuant to the billing rates agreed for each person shall be adjusted in July of every year (and, for the first time, with effect from the remuneration earned in July following submission of financial proposal)



by considering the following subject to maximum of prevalent CPI as per given formula.

$$RI = RIo \times II/IIo$$

Where RI is the adjusted billing rate, RIo is the billing rate payable on the basis of the agreed billing rate in local currency as on July (i.e. the year in which the Consultants submitted its financial proposal to the Client). II is the Combined Consumer Price Index (CPI) "General" for Government employees as published by the Federal Bureau of Statistics, Government of Pakistan for the month of July for which the adjustment is to have effect, and IIo is the Consumer Price Index "General" for Government employees as published by the Federal Bureau of Statistics Government of Pakistan for the month of July (i.e. the Year in which the Consultants submitted its financial proposal to the Client).

- 6.2(b) The rates for foreign Personnel set forth in Appendix D, and the rates for local Personnel set forth in Appendix E, after adjustments, if any, pursuant to Sub-Clause 6.2(a) hereof shall be used for billing purposes.

It is understood that the remuneration rates shall cover salary and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultants' average cost as represented by the financial statements of Consultants' latest three fiscal years and fee of the Consultants.

Remuneration for periods of less than one month shall be calculated on hourly basis for the time spent by the Head Office staff or Project Office staff and directly attributable to the Services (one day being equivalent to 1/ No. of calender days in the corresponding month).

- 6.2(c) Reimbursable Direct Costs (Non Salary Costs)

Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. These costs include but are not limited to the following:

- (i) Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- (ii) Provision for labour or work charge establishment.
- (iii) Daily and travelling allowances/expenses of employees, partners and principals when away from home/office on business connected with the project.
- (iv) Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.





- (v) Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in Sub-Clause 3.4.
- (vi) Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (vii) Identifiable reproduction cost applicable to the work such as blue printing, photostating, mimeographing, printing, binding etc.

### **6.3 Currency of Payment**

- 6.3(b) Remuneration for local personnel shall be paid in Pak Rupee. The reimbursable direct cost expenditures in local currency shall be as stated in Appendix-E



**MODEL FORM**

**Breakdown of Agreed Fixed Rates in Consultants' Contract**

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and field allowances (if applicable) indicated below:

Name	Position	1	2	3	4	5	6	7	8
		Basic Salary per Working Month/Day/Hour	Social Charges (% of 1)	Overhead (% of 1&2)	Subtotal	Fee (% of 4)	Overseas/field Allowance (% of 1)	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate (% of 1)
(Expressed in _____ (name of currency)_____)									

Signature  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_



## **IV APPENDICES**



## **Appendix A**

### **Description of the Services**

*[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]*



**Appendix B****Reporting Requirements**

*[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal etc. If no reports are to be submitted, state here "Not applicable".]*



## Appendix C

### Key Personnel and Subconsultants

- [List under:*
- C-1 *Title [and names, if already available], activities of job descriptions and working hours of key Personnel to be assigned to work and staff-months for each.*
  - C-2 *List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1.]*



**Appendix D**

**Breakdown of Contract Price in Foreign Currency**

**(NOT USED)**



**Appendix E**

**Breakdown of Contract Price in Local Currency**





**Appendix F**  
**Services and Facilities to be Provided by the Client**  
**and**  
**Counterpart Personnel to be Made Available**  
**to the Consultants by the Client**

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in this Clause at the times and in the manner specified hereunder:

- (a) Office / Residential Accommodation within Ranolia HPP Colony at Sholgara with sufficient space and requisite facilities for the Consultants' staff for the purpose of performing the services.
- (b) Security arrangements for the consultants' staff within the colony, during working at site and movement to and from the site within the project area.



**Appendix-G  
(Integrity Pact)**

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

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]

