

RFP

CONSULTANCY SERVICES
FOR CONDUCTING
HEAT RATE TEST OF INDEPENDENT POWER PLANTS (IPPs)
IN PAKISTAN



REQUEST FOR PROPOSALS (RFP) FOR

**CONSULTANCY SERVICES FOR CONDUCTING HEAT RATE TEST OF
INDEPENDENT POWER PLANTS (IPPS)**

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

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

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

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

Prospective Bidder(s) may request clarification on any aspect of this RFP till [January, 2024].

The bidder(s) will submit a non-refundable tender document fee of [Rs.100,000/-] (Rupees One Lac Only) in the form of a non-refundable Payee Account Demand Draft in favour of ["CPPA-G"] at the time of Bid submission.

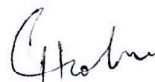
The bids document should be addressed to Senior Manager Technical CPPA-G, and be submitted for **time stamp** on below mentioned address on or before [January, 2024] at **02:00 P.M.** Technical Proposals will be opened in presence of Consultant's authorized representatives; on the same date at **02:30 PM**. Technically compliant proposals will qualify for opening of financial bids. The date of opening of financial proposal of technically qualified bidder(s) will be announced later. CPPA-G reserves the right to accept or reject any or all the bids as per PPRA rules.

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

The RFP has been structured in following two components:

SECTION - 1 INSTRUCTIONS TO BIDDER(S)

SECTION- 2 CONTRACT

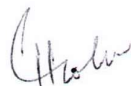


SECTION - 1

INSTRUCTIONS TO BIDDER(S)

A. Definitions

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



B. General Instructions

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



- xi. The successful Bidder(s), at the time of main Contract award, shall furnish a Performance Guarantee in favor of CPPA-G against the offer, in the form of a bank guarantee issued by a Scheduled Bank having credit rating of AA or AAA (or equivalent) in Pakistan, of an amount equal to [20% of the contract amount]. The Performance Guarantee shall cover the discharge of all obligations and responsibilities specified in the Contract. Failure to furnish the Performance Guarantee within Seven (07) days of signing of the Contract will entitle CPPA-G to consider the Bidder(s) as having abandoned the Contract. The Performance Guarantee shall be for a period of one year and shall be subsequently extended annually till the expiration of the Contract. The Performance Guarantee shall be in accordance with the format provided in APPENDIX C.
- xii. In the event of the Bidder(s) failing to execute the Contract and to submit the Performance Guarantee in the manner aforesaid and in the period specified, the same shall be considered as cancelled and CPPA-G reserves the right to approach the second lowest bidder(s) for signing of the Contract and so on & so forth.
- xiii. No Mobilization Advance shall be paid.
- xiv. The Consultant shall comply with all local laws of Islamic Republic of Pakistan and in particular the applicable PPRA regime.
- xv. The successful bidder(s) shall enter into a formal Contract with CPPA-G on judicial stamp paper of value as prescribed by the relevant laws.
- xvi. CPPA-G reserves the right to cancel all Bid(s) and annul the process at any stage before execution of the contract at its own discretion.
- xvii. The bids shall be rejected if:
 - a. Bid is substantially non-responsive; or
 - b. Bid having partially filled-in/quoted price schedules.
 - c. Bid is submitted in other than prescribed manner, forms, appendices, or documents as specified herein; or
 - d. Bid is un-sealed, un-signed, partial, conditional, alternative, late; or
 - e. conflict of interest exists; or
 - f. Bidder(s) engages in corrupt or fraudulent practices during the whole process; and/or
 - g. There is any discrepancy between RFP documents and bidder(s) proposal, i.e., any non-conformity or inconsistency or informality or irregularity in the submitted bid.
 - h. The Bidder undertakes that by participating in the bidding process it has never been blacklisted nor involved in any corrupt practices.
 - i. At any time if the Consultant is found in contravention to any of the terms herein, this will lead to forfeiture of the Performance Guarantee by CPPA-G and no payment shall be made for any work done by the Consultant in this regard.

C. Form of Bid and Bidding Process

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

- 1 The bid shall comprise a single package containing two separate envelopes. The envelopes shall be marked as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters;



- 2 The envelope No.1 should contain the complete Technical Bid and undertaking for technical proposal submission. **APPENDIX-Y**
- 3 The envelope No. 2 will contain only the financial bid.
- 4 Both the above-mentioned envelopes should be put in one large envelope and submitted to CPPA-G.
- 5 The bidder(s) must quote his price as per format **APPENDIX-Z**. The rate(s) quoted should be inclusive of all applicable taxes and must be quoted in figure as well as in words.
- 6 In the first stage, only the envelope marked “TECHNICAL PROPOSAL” shall be opened in the presence of the bidder or its authorized representative who may wish to attend and the envelope marked as “FINANCIAL PROPOSAL” shall be retained without being opened;
- 7 The technical proposals of all the bidder(s) shall be evaluated. The proposals which meet all the technical eligibility criteria laid down in this document shall be accepted for the second stage.
- 8 During technical evaluation no amendments in the technical proposal shall be permitted;
- 9 The financial proposals of the selected bidder(s) shall be opened publicly at a time, date and venue announced and communicated to the bidder(s) in advance. The financial proposals of the rejected/non-responsive bidder(s) shall be returned un-opened;
- 10 Both the proposals will be evaluated according to the evaluation criteria and the bidder(s) scoring highest points shall be declared as successful.
- 11 The bidder will also sign an undertaking on Rs.100/- stamp paper with the CPPA-G in which the capability of completion of work will be ensured as per **APPENDIX-X**.
- 12 CPPA-G will not entertain or be liable for any claim for costs and expenses in relation to the preparation of the bid / proposal to be submitted in terms of this document.

D. Evaluation Criteria

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

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

(A) Technical Evaluation:

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Quality Cum Cost Based Selection Method, Single Stage Two Envelope		
80% Technical, 20% Financial		
Minimum 70% Score Required in Technical Evaluation to get Qualified for Next Step		
Criteria	Marks Allocated	Marks Awarded
Registration/Certification	3	
1 Active Tax Filer		
2 Active Sales Tax Filer		
3 SECP Registration		
4 NTN Certificate	1	
5 PEC Certification	1	
6 IEEE / Int'l Certification	1	
Credit Rating of the Consultant (PACRA or Equivalent)	4	
1 Long Term Rating: 'A' or Equivalent	1	
2 Long Term Rating: 'AA' or 'AAA' or Equivalent	2	
2 Short Term Rating: 'A1' or Equivalent	1	
3 Short Term Rating: 'A1+' or Equivalent	2	
Offices Location/Presence	5	
1 Local	2	
2 Local & International (including JV)	5	
Consultant's Key Human Resource	10	
1 50-100 Employees	3	
2 101-200 Employees	5	
3 Above 200 Employees	10	
Qualification (PhD or Masters/Certifications)	12	
1 Up to 03 (Performance Test/Mechanical Engineers having more than 10 years of relevant experience)	5	
2 Above 03 (Performance Test/Mechanical Engineers having more than 10 years of relevant experience)	8	
3 Above 03 Performance Test/Mechanical Engineers having more than 10 years of relevant experience & Professional Certifications	12	
Business Experience (Taken from NTN/SECP Registration Date) in Energy & Power Sector	10	
1 03 Years	3	
2 04 Years	4	
3 05 Years	5	
4 06 Years	6	
5 07 Years	7	
6 08 Years	8	
7 09 Years	9	
8 10 Years & Above	10	
Heat Rate Tests Conducted (During last 05	22	

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Years)			
1	Up to 05 Projects	5	
2	06 - 09 Projects	7	
3	10 - 15 Projects	10	
4	16 - 20 Projects	15	
5	21 or more Projects	22	
Milestones based Timeline with Gantt Chart		15	
Capability of Thermal Modelling using advanced software		7	
In-house ability to develop complex correction curves		7	
Projects Handled at the same time		5	
1	01 - 02 Clients	2	
2	03 - 05 Clients	3	
3	06 - 10 Clients	4	
4	11 or More Clients	5	
Total (St)		100	
Weighted Score		80	

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

(B) Financial Evaluation:

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

The formula for determining the Financial Score is the following:

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

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

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

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

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

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

S = Total Score

S_t = Technical Score

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

T = Technical Weightage

Sf = Financial Score

F = Financial weightage

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

Type of Contract

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

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APPENDIX-X

CERTIFICATE

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

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

Consultancy services for conducting heat rate test of IPPs.

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

Signature: _____

Name & Address of Tenderer _____

Designation & ID Card No. _____

NTN _____ GST No. _____

Date: _____ Official Seal: _____

I. WITNESS

Signature: _____

Designation & ID Card No. _____

II. WITNESS

Signature: _____

Designation & ID Card No. _____

Official

Technical Proposal Submission Form

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

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

Dear Sir,

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

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

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

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

Yours sincerely,

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

Signature

FINANCIAL BID PROFORMA

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

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

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

Yours sincerely,

Authorized Signature of the Bidder(s) with seal

Address: _____

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

Handwritten signature

SECTION- 2

CONTRACT

BY AND BETWEEN

CENTRAL POWER PURCHASING AGENCY GUARANTEE LIMITED

AND

[•]

FOR

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

_____ **XXXXXX, 2024**

Contract No:

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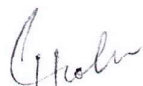
ARTICLE 17. CONTRACT PRICE

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THIS CONTRACT

This Contract is made and entered into on [●] 2024

By and Between

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

And

_____, hereinafter [jointly and severally (if applicable)] referred to as the “Consultant” (which expression whenever the context so permits shall include their respective successors-in-interest and assigns) of the Second Part.

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

WHEREAS CPPA-G is conducting detailed Heat Rate Test of Gas based Independent Power Plants IPPs to evaluate Overall Power Plant Performance under applicable codes ISO 2314, PTC 22 and ASME PTC 46-2015. The Heat Rate is aimed to work out the actual heat rate of the complex.

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

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

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

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

Article 1. DEFINITIONS

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

“Applicable Laws” mean the laws, rules, regulations, orders, directives,



ordinances and any other instruments having the force of law in Pakistan, all as may be issued, promulgated, enacted, or re-enacted from time to time.

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

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

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

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

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

“Term” The Term of the Contract shall be for a period of six (06) months, unless earlier terminated as per terms and conditions of this Contract.

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

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

“Work Commencement Date” shall mean the date on which the work is commenced in accordance with Article 24.

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

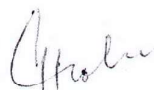
“Work Package” shall be the timeline with milestones as arranged by the Consultant.

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

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

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

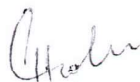
Article 3. CONSULTANCY SERVICES



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

Article 4. CONSULTANT'S OBLIGATIONS/RESPONSIBILITIES

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



- or (ii) is undesirable on grounds of national security, or (iii) if CPPA-G has reasonable cause to be dissatisfied with the performance of any of the personnel then the Consultant shall, at the CPPA-G's written request specifying the grounds of complaint, immediately remove the respective personnel and provide a replacement with qualifications and experience reasonably acceptable to the client considering the time schedule mentioned in the Work Order.
- 4.8 The Consultant undertakes and agrees that it shall bear all costs and expenses of its personnel, including, but without limitation, all wages, salaries, taxes, benefits, allowances, insurance, social security contributions and (save as may be otherwise expressly provided herein) the cost of accommodation, traveling, subsistence and medical treatment.
- 4.9 The rates of compensation given in this Contract shall cover and include the Consultant's entire compensation for payment of all expenses including the costs and expenses mentioned in Article 4.8 and CPPA-G in any case is not responsible to reimburse these expenses separately.
- 4.10 After the award of the Work Order, the Consultant shall adhere to the timeline given in the Term of the Reference ("TORs") which shall be operative from the issuance of work order with the payments against milestones in the manner as under:

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

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

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

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

Article 5. CONSULTANT'S PERSONNEL

5.1 Personnel Register and Consultancy Service Authorization

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

5.2 Personnel-Performance and Progress

The Consultant acknowledges, agrees and undertakes that it shall:

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

Article 6. INDEPENDENT CONSULTANT

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

Article 7. REPRESENTATIVES

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



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

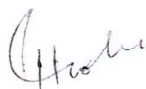
- 7.2 CPPA-G will designate in writing one or more Representative(s) for certain assigned work/duties on its behalf. CPPA-G's Representative(s) will interact and consult with the Consultant during the performance of the Consultancy Services. Heat rate readings and data recorded during the test shall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

Article 8. RECORDS AND REPORTS

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

Article 9. TAXES

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



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

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

9.6 Liquidated Damages:

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

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

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

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

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

Article 10. COORDINATION & REPORTING PROCEDURE

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

Article 11. APPLICABLE LAWS

Chel-

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

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

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

Article 13. APPROVALS, ACCEPTANCE AND COMPLETION OF WORK

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

Handwritten signature

and submission of Final Heat Rate Test Report, the remaining 40% payment of invoice shall be released.

Article 14. JOINT AND SEVERAL LIABILITY

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

Article 15. PROFESSIONAL LIABILITY

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

15.2 Notwithstanding anything contained in Article 17.1 and in any case subject to limitation of Consultant aggregate liability, the Consultant is liable for all losses or damages suffered by the CPPA-G on account of misconduct, deceit or fraud by the Consultant or any of its employees in the discharge of their responsibilities pursuant to the Contract with the CPPA-G.

Article 16. LIMITATIONS OF LIABILITY & INDEMNITY

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

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

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

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



which results from the late or improper performance of Consultancy Services and will have impact on the final project execution schedule.

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

Article 17. CONTRACT PRICE

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

Article 18. INVOICING AND PAYMENT

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

18.1.1 Invoice against each Milestone:

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


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

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

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

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

- Reference number of the respective Work Order with Report



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

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

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

Article 19. INTELLECTUAL PROPERTY RIGHTS

19.1 The Consultant acknowledges and agrees that all or any invention, whether patentable or un-patentable, which is made, conceived or first actually or constructively reduced to practice by Consultant during the term of the Contract, either in response to directions by CPPA-G, or as the solution to any problem relating to the Consultancy Services either raised by CPPA-G or recognized by Consultant as a result of the performance of the Consultancy Services, or in furtherance of any research program of CPPA-G relating to the Consultancy Services, or wholly or partially based on or derived from confidential information received by Consultant from CPPA-G shall belong to CPPA-G and the Consultant shall promptly disclose each such invention to CPPA-G.

19.2 The Consultant acknowledges and agrees that all copyrightable material prepared by Consultant for use by CPPA-G or its Affiliates in any medium whatsoever, in connection with the Contract, shall be the sole property of CPPA-G.

19.3 In addition to any other indemnifying provision contained herein, the Consultant represents and warrants that the use of any procedures, system, software or process furnished by the Consultant and used in the Consultancy Services do not infringe on any license, patent or other trade secret which has been issued or applied for, and the Consultant agrees to protect, defend, indemnify and hold CPPA-G harmless from and against any and all claims, losses, costs, demands, damages, suits, judgments, penalties, liabilities, debts, expenses and causes of action and every other claim or litigation (including all costs thereof and attorney's fees) of every kind and character whether known or unknown, whether predating the Contract or not, made by or arising in favour of any patentee, licensee or claimant of any right or priority to such procedures, system, software or process, or the use or construction thereof, which may result or arise from furnishing or their use in connection with the Consultancy Services.

Article 20. TERMINATION

20.1 In the event that the Consultancy Services are suspended for a continued period of more than sixty (60) days either Party may at any time by giving one month notice in writing to the other Party to that effect, terminate this Contract. Without prejudice



to the foregoing, in any event, CPPA-G may, at its sole discretion and for any reason whatsoever, terminate this Contract at any time by giving not less than thirty (30) days' prior written notice to the Consultant.

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

Article 21. TITLE

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

Article 22. EFFECTIVE DATE

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

Article 23. WORK COMMENCEMENT DATE

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

Article 24. ARBITRATION

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

Article 25. GOVERNING LAW

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

Article 26. NOTICE

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

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

Article 27. PERFORMANCE GUARANTEE

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

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

Article 28. MISCELLANEOUS

28.1 This Contract together with all the Appendices attached hereto is intended by the Parties as the final expression of the Contract, subject to any accrued rights on the termination of this Contract. This Contract may be amended by a mutual agreement between the parties. All such amendments shall be in writing signed by the duly authorized representatives of the Parties

28.2 Time shall be of the essence of this Contract. No failure or delay of either Party hereto in exercising any right or remedy hereunder shall operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any right or remedy. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by law.

28.3 Each of the provisions of this Contract is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

28.4 No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any rights, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any other rights, power and remedies, which the parties would otherwise have.

28.5 If any provision hereof is rendered invalid or unenforceable in any jurisdiction then,


(i) to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and the parties agree to carry out the agreements contained herein to give effect as near as possible to the original intention of the invalid or unenforceable provision and (ii) the invalidity or unenforceability of any provisions hereof in any jurisdiction shall not affect the validity or enforceability of such provisions in any other jurisdiction.

SIGNATORIES

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

Chief Executive Officer,

Chief Executive Officer,



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

Central Power Purchasing Agency Guarantee (CPPA-G)

Independent Consulting Firm

In the Presence of:

In the Presence of:

Chalvi

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

ToRs

Central Power Purchasing Agency (Guarantee) Limited (CPPA-G) is the Guarantee Limited Company incorporated under the Companies Ordinance 1984 and it has been assigned the task pursuant to Section 5 of Master Agreement to conduct one time heat rate test of IPPs under 2002 Power Policy through international reputable independent consultant. The scope of work for Heat Rate Test is outlined as under:

Scope of Work:

To determine net LHV heat rate (Btu/kWh) at reference site conditions (the conditions referred in PPA) using gas fuel at 100% load. The test shall be conducted by measuring NEO (net electrical output) through primary energy meter(s) and fuel from gas flow meter(s) and corrections shall be made under latest applicable codes like ISO-2314, PTC-22 and ASME PTC 46-2015.

The independent consultant shall:

- 1) Efficiently and optimally allocate and deploy its resource/professionals for the subject assignment as committed in the bid on full time basis to ensure completion of work within six months (6) from issuing of the work order.
- 2) Effectively schedule site visits for surveying and technical discussions with the IPP pertaining for the optimal conductance of heat rate test.
- 3) Prepare and develop heat rate test procedures, methodology and evaluation criteria with the mutual consent of the IPP and CPPA-G to be agreed in the Operating Committee to conduct the heat rate test.
- 4) Submit the comprehensive plan including but not limited to Gantt chart with time duration of each activity to be performed pursuant to accomplish the whole assignment in consultation with IPP and CPPA-G.
- 5) Check and ensure the calibration requirements of primary energy meter(s), fuel flow meter(s) and instruments used for data collection relating to heat rate test. In case, calibration is required the same shall be carried out by TSG NTDC for primary energy meter(s) in line with PPA and for gas fuel flow meter(s) from gas supplier in line with the Gas Supply Agreement and for rest of instrument from reputable accredited lab(s).
- 6) Include a pre-test uncertainty analysis as per applicable code that demonstrates the test procedures and test instrumentation will achieve test uncertainties below the maximum uncertainties according to applicable codes.
- 7) Take the duration of test run as agreed between the IPP and CPPA-G under the applicable codes.
- 8) Check and ensure that the gas readings recorded during the heat rate test is utilized for power generation only.
- 9) Perform the test at the conditions as close as possible to the reference site conditions.
- 10) Consider primary energy meter(s), SNGPL/fuel flow meter(s) and relevant instruments relevant data for test results pursuant to applicable code.
- 11) Collect data at appropriate intervals for computation of test results. IPP(s) personnel shall facilitate in the recording of readings.
- 12) Use SNGPL gas chromatograph for measuring the fuel gas calorific value on LHV basis. Where any such instrument is unavailable, take 03 samples gas during the test from the location as agreed between IPP and CPPA-G and shall

Chaitin

- measure calorific value on LHV basis from mutually agreed international reputable lab for calculation of test results.
- 13) Repeat the test in case of any interruption (of unit(s), complex or/and grid system) during the test without claiming additional cost till successful completion of the test.
 - 14) Apply all corrections as per EPC heat rate correction curves of the Complex. In case the EPC correction curves are not available for complex then independent consultant shall develop and validate the complex correction curves based on the available information from OEM in consultation with IPP and CPPA-G. The corrected heat rate will be adjusted with the degradation factors of PPA.
 - 15) Heat rate readings and data recorded during the test shall be signed by the IPP's representatives, CPPA-G and consultant. One copy of such data shall be retained by the IPP.
 - 16) Prior to submitting the final test report to CPPA-G a draft test report shall be prepared by the consultant and shared with IPP concerned and CPPA-G for review and comments. The final report to include the valid comments, executive summary, introduction, calculation of results, observations including any variances, conclusion, and appendices etc.
 - 17) Any other task assigned by the CPPA-G in consultation with IPP pertaining to subject heat rate test.
 - 18) The heat rate test will be conducted and used strictly for purposes mentioned in Section 5 of Master Agreement dated February 11, 2021.

APPENDIX B: WORK ORDER FORMAT

Ref: _____

Dated: _____

[Name & Address of Authorized Representative of Consultant]

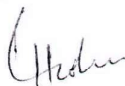
Subject: {Insert the name of work / Consultancy Service}

We write with reference to Contract No. XXXXXXXXXX dated XXXXX 2022 regarding *Consultancy Services for Heat Rate Test of Independent Power Plants in Pakistan*. You are requested to perform the following services as per Terms & Conditions of the ToRs/Contract:

Sr No	Description	PKR
1	Description of Milestone(s) as provided by the Consultant	
2	Final Heat rate test report for completion certificate	
3	Total Amount	
4	Applicable Taxes	
5	Total Amount (Tax Inclusive)	XXXXX
Amount in Words: Pak Rupees XXXXXXXXXXXXXXXXXXXXXXXX Only.		

* Note: LD amounts (if any) shall be deducted / adjusted against the invoice.

Chief Executive Officer CPPA-G



APPENDIX C: - PERFORMANCE GUARANTEE FORMAT

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

CPPA-G
Islamabad

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

Dear Sirs,

In the sum of PKR.....Account.....
To you in Islamabad under the Contract.

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

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

Official

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

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

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

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

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

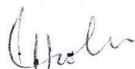
9. The Performance Guarantee shall be binding upon and insure to the benefit of CPPA-G and the Surety and to their respective successors and assigns, provided that the Surety shall not assign or transfer all or any of its rights, benefits and obligations under this Performance Guarantee except with the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

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

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

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

For and On behalf of



AUTHORIZED SIGNATURE

(Stamp and signature of the issuing bank)

Handwritten signature

APPENDIX D: INTEGRITY PACT

Contract Number: [●]

Contract Value: [●]

Contract Title: [●]

Contract by and between:

Central Power Purchasing Agency Guarantee Limited (CPPA-G)

And

[●]

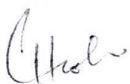
[●] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GOP) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt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

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

[●] 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.

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

Notwithstanding any rights and remedies exercised by GOP in this regard, 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 as aforesaid



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

for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

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

Chief Executive Officer,
Independent Consultant

Handwritten signature

APPENDIX E: LIST OF GAS BASED IPPs

Work Package	IPPs	Location	Fuel	Technology	Capacity (MW)
Heat Rate Test WP/01	Orient Power	Balloki Punjab	Gas	Gas Turbine based CCPP	212.7
Heat Rate Test WP/02	Halmore Power	Sheikhpura Punjab	Gas	Gas Turbine based CCPP	209
Heat Rate Test WP/03	Saif Power	Sahiwal Punjab	Gas	Gas Turbine based CCPP	209
Heat Rate Test WP/04	Sapphire Electric Power	Sheikhpura Punjab	Gas	Gas Turbine based CCPP	209
Heat Rate Test WP/05	Foundation Power	Daharki Sindh	Gas	Gas Turbine based CCPP	171
Heat Rate Test WP/06	Engro Powergen Qadirpur	Ghotki Sindh	Gas	Gas Turbine based CCPP	216

