



**PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION
(PIDC)**



**HIRING OF CONSULTANCY SERVICES FOR ENVIRONMENTAL IMPACT ASSESSMENT (EIA)
REPORT AND OBTAINING NOC FROM EPA OF PUNJAB FOR 132KV GRID STATION AND
ASSOCIATED TRANSMISSION LINE FOR RACHNA INDUSTRIAL PARK, SHEIKHUPURA**

1. Pakistan Industrial Development Corporation (Pvt.) Limited [PIDC] intends to hire Consultancy services from PEC registered firm (bearing relevant codes) for conducting EIA Study, Preparing EIA report and obtaining NOC from EPA of Punjab for 132 KV Grid Station on 4 Acre area and for associated double circuit 132 KV transmission line on almost 10 km length initiating from 132 KV Grid station Attabad situated at Lahore-Sheikhupura Road upto 132 KV Grid Station at Rachna Industrial Park (RIP).
2. Detailed TORs are mentioned in Request for Proposal (RFP) Documents.
3. The Consultancy Firms should submit the following with their proposals:
 - Company profile with Name, Address, Legal Status (i.e., Proprietorship, Partnership, Limited Company, etc.) and years of relevant and general experience of the firm.
 - Proof that the firm is a registered entity as per law with minimum 5 years of experience
 - The Consultancy firm should have the required Pakistan Engineering Council (PEC) Registration Certificate for the current year bearing all the relevant profile codes.
 - Valid NTN Certificate from Federal Board of Revenue (should be an Active Taxpayer)
 - Valid Sales Tax Certificate from concerned Tax Authority
 - Affidavit on stamp paper for firm not blacklisted or in litigation on any project or by any organization
 - Completion certificate of at least two (02) assignments of similar nature in Pakistan.
4. In order to clarify the bidder(s) queries for the captioned work, the pre-bid meeting has been scheduled on **22nd June, 2022** at below-mentioned address at **11:00 am**.
5. Interested firms are requested to submit their Technical and Financial Proposals by **29th June, 2022** till **11:00 am**. The proposals would be opened on the same day at **11:30 am**.
Delayed / Conditional / Telegraphic Bids will not be entertained
6. Bids must be accompanied by a Bid Security of amount not less than **Rs. 50,000/- (fifty thousand rupees only)** in the shape of Pay Order / Demand Draft in the name of Pakistan Industrial Development Corporation (PIDC).
7. Interested firms are requested to submit their proposals as per **Single Stage One Envelope Procedure** as per PPRA rules. The "**Most Advantageous Bid**" will be accepted after detailed Technical and Financial Evaluation of proposals.
8. Applicants may download the RFP documents from PPRA and PIDC website or can also obtain a copy from the address given below.
9. PIDC reserves the right to accept or reject any or all applications as per PPRA rules.

Project Manager (North)

Pakistan Industrial Development Corporation (PIDC)

Ministry of industries & Production, Govt of Pakistan

Address: Office#304, 3rd Floor, Siddique Trade Centre, Gulberg-II, Lahore

asif.amin@pidc.com.pk Telephone: +(92-42) 35782042-45 Web: www.pidc.com.pk



PAKISTAN INDUSTRIAL DEVELOPMENT
CORPORATION (PIDC)



REQUEST FOR PROPOSAL (RFP)

Procurement of Consultancy Services

for

**PREPARATION ENVIRONMENTAL IMPACT ASSESSMENT (EIA)
REPORT AND OBTAINING NOC FROM EPA OF PUNJAB FOR GRID
STATION AND ASSOCIATED TRANSMISSION LINE
RACHNA INDUSTRIAL PARK, SHEIKHUPURA**

National / International Competitive Bidding

[Procurement No. PIDC/Tender/Tech./07]

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June 2022

Part A

LETTER OF INVITATION (TECHNICAL & FINANCIAL PROPOSALS)

To: -----

Subject: **Request for Consultancy Services for EIA Study and obtaining NOC for 132KV Grid Station and associated Transmission Line for Rachna Industrial Park, Sheikhpura**

1. Pakistan Industrial Development Corporation (PIDC), a government-owned company under the administrative control of Federal Ministry of Industries & Production, intends to procure services of PEC registered Engineering Consulting firm for preparation of EIA report and obtaining NOC from Environmental Protection Agency (EPA) of Punjab for Construction of 132KV Grid station and associated Transmission line for Rachna Industrial Park, Sheikhpura. Consulting firms with similar nature of experience are invited to submit their proposals against the RFP document.
2. The Financial Proposal shall be on **Lump sum** basis. Standard Consultancy Contract for Smaller Projects will be used.
3. Details of required services are provided in the Terms of Reference (TOR) attached herewith.
4. In order to clarify the bidder(s) queries for the captioned work, the pre-bid meeting has been scheduled on **22nd June 2022** at below-mentioned address at **11:00 am**.
5. Proposal must be delivered to the below mentioned address by or before **11:00 am** on **29th June 2022**.
6. Bids will be opened in the presence of bidders' representatives who choose to attend at **11:30 am** on **29th June, 2022** at below mentioned address.
7. This Request for Proposal (RFP) consists of the following Parts:
 - Part A – Letter of Invitation
 - Part B – Instructions to Consultant
 - Part C – Terms of Reference / Scope of Work
 - Part D – Selection Criteria
 - Part E – Submission Forms
 - Part F – Draft Contract Agreement
8. The project location is 7.5 km from Lahore-Sheikhpura Road on left bank of Upper Chenab Canal.
9. Proposals should accompany a bid security of an amount not less than **Rs. 50,000 (rupees fifty thousand only)** in the form of Pay Order from any scheduled Bank of Pakistan in favor of the Employer 'Pakistan Industrial Development Corporation Pvt. Ltd. (PIDC)
10. As per provision in para 33 of PPRA Rules-2004, PIDC reserves the right to accept or reject any / all Bid(s), & to annul the bidding process, at any time prior to award of Contract.

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Part B

Instructions to Consultants

This part of the RFP describes the terms and conditions for the submission of the proposal.

ITB.1. Submission of Bids and all communication/enquiries about this RFP must be made in writing.

ITB.2. The Proposal may comprise the documents and forms listed in Part E (preferable).

ITB.3. **Most Advantageous Bid** will be selected on **Single Stage One Envelope** bidding procedure.

ITB.4. An authorized representative of the Consulting firm shall stamp and sign the original submission letters in the required format for both the Technical Proposal & Financial Proposal and shall initial and stamp all pages of both. The authorization should be in the form of a written power of attorney attached to the Technical Proposal.

ITB.5. Consulting firm need to submit one original and one true copy of technical proposal. The signed Proposal shall be marked "ORIGINAL", and its copy marked "COPY" as appropriate.

ITB.6. Proposals should accompany a bid security of an amount not less than **Rs. 50,000 (rupees fifty thousand only)** in the form of Pay Order from any scheduled Bank of Pakistan in favor of the Employer 'Pakistan Industrial Development Corporation Pvt. Ltd. (PIDC)'. No bid may be withdrawn before expiration of the bid validity period. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security (earnest money).

ITB.7. The envelopes containing Technical & Financial Proposals, & Bid Security; shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, Consultant's name and the address.

ITB.8. Bid validity period is 4 months (extendable as per PPRA rule 26).

ITB.9. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.

ITB.10. The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of Bid validity whichever is earlier.

ITB.11. The Bid Security of the successful bidder will be returned after **14 days** of signing of contract with successful bidder.

ITB.12. The formal Agreement between the Employer and the successful bidder shall be executed within **fourteen (14) days** of the receipt of Letter of Acceptance by the successful bidder.

ITB.13. Failure of the successful bidder to comply with above requirements may constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

ITB.14. No advance payment will be given to successful bidder for this work/ assignment/ job.

ITB.15. The proposals prepared by the Bidder and all correspondence and documents relating to the proposals, exchanged by the Bidder shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

- ITB.16. Proposals will be opened on same day after the deadline for their submission in the presence of bidders who wish to attend.
- ITB.17. The evaluation committee shall evaluate the Proposals on the basis of their responsiveness to the RFP, applying the selection criteria and point system specified in Part D. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in Part D.
- ITB.18. If an RFP is determined to be unclear or deficient in some aspects but these deficiencies are capable of being clarified or remedied, the evaluation committee may prepare a list of queries and provide these to consultant with an opportunity to clarify or remedy its RFP. If the clarifications and amendments by the Consultant do not overcome the deficiencies, the evaluation committee may, at its sole and absolute discretion, decide to reject the Proposal.
- ITB.19. Client have a right to amend the RFP by issuing an amendment in writing before submission deadline. The amendment shall be sent to all Consultants and will be binding on them.
- ITB.20. The Consultant shall submit a signed and stamped complete Proposal comprising the documents and forms. The submission shall be done by hand or by courier only, no telegraphic or conditional bid will be accepted.
- ITB.21. In order to clarify the bidder(s) queries for the captioned work, the pre-bid meeting has been scheduled on **22nd June, 2022** at below-mentioned address at **11:00 am**.
- ITB.22. The interested firms are requested to submit their proposals by **29th June, 2022** till **11 am PKT**. Bids would be opened on the same day at **11:30 am**.
- ITB.23. PIDC reserves the right to accept or reject any or all Proposals or withdraw a tender as per PPRA rules.

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Part C

Terms of Reference

INTRODUCTION

Rachna Industrial Park (RIP) is a “Special Economic Zone” declared under SEZ Act 2012 and is being developed by Pakistan Industrial Development Corporation (PIDC), which is working under the administrative control of Federal Ministry of Industries & Production. The park is situated off 7.5 km from Lahore – Sheikhpura road on left bank of Upper Chenab Canal.

To arrange the electrical power requirements of the Industries, Pakistan Industrial Development Corporation intends to hire Consultancy services from PEC registered firm (bearing relevant codes) for conducting EIA Study, Preparing EIA report and obtaining NOC from EPA of Punjab for 132 KV Grid Station on 4 Acre area and for associated double circuit 132 KV transmission line on almost 10 km length initiating from 132 KV Grid station Attabad situated at Lahore-Sheikhpura Road upto 132 KV Grid Station at Rachna Industrial Park (RIP).

SCOPE OF WORK

The relevant responsibilities for the consultant are as under but not limited to:

1. Reconnaissance survey of the project area.
2. Extensive review of environmental legislation and standards relevant and applicable to the proposed project.
3. Collection of all relevant site-specific data regarding physical, ecological and social environmental conditions of the project areas from concerned departments, field visits and review of all available data.
4. Identification and assessment of the potential environmental impacts due to the project activities as required under the EPA guidelines.
5. Propose appropriate mitigation measures to eliminate or reduce the negative impacts to an acceptable level.
6. Baseline Study of the area of Project by performing different Environmental tests from EPA Certified Laboratory (Water, Ambient Air Quality and Noise Level).
7. Preparation of EIA Report to Submit before concerned person of PIDC and LESCO Environmental Division for review and final permission to submit before EPA.
8. Preparation of all the documents and Affidavits and required by EPA.
9. Submission of EIA Report to EPA along with all the required documents.
10. Obtaining of time from EPA for Public Hearing as per IEE/EIA Regulation 2000.
11. Advertise, manage all type of arrangements in hotel or site and presentation for Public Hearing at site.
12. Follow up EPA Punjab for Approval and issuance of final NOC for execution of the project.

SUBMISSIONS / DELIVERABLES

- i. Signed and Stamped 03 sets of copies of consolidated detailed study.
- ii. Editable report in soft format (CD).

TIME PERIOD

Total time period for overall scope of work as stated in above sections, is 2.5 months from signing of contract / commencement of services.

Sr#	Scope Description	Timeline
1.	Preparation and submission of EIA Report to concerned person of PIDC and LESCO Environmental Division (if required) for review	25 days
2.	Submission of EIA Report in EPA, site visit by EPA representatives, responding EPA queries if raised, requesting EPA for Public Hearing and getting appropriate schedule to conduct Public Hearing from EPA	15 days
3.	Advertising for Public Hearing in English and Urdu newspaper as per IEE/EIA Regulations and organizing the Public Hearing at hotel or site as decided mutually with EPA and PIDC management	20 days
4.	Obtaining Final Approval / NOC from EPA for execution of the project	15 days

PAYMENT

The payment will be made through cross-cheque to the consulting firm as per below deliverables:

Sr#	Scope Description	Payment %
1.	Preparation and submission of EIA Report to concerned person of PIDC and LESCO Environmental Division (if required) for review	25%
2.	Submission of EIA Report in EPA, site visit by EPA representatives, responding EPA queries if raised, requesting EPA for Public Hearing and getting appropriate schedule to conduct Public Hearing from EPA	20%
3.	Advertising for Public Hearing in English and Urdu newspaper as per IEE/EIA Regulations and organizing the Public Hearing at hotel or site as decided mutually with EPA and PIDC management	20%
4.	Obtaining Final Approval / NOC from EPA for execution of the project	35%

Part D

Selection Criteria

Technical and Financial Evaluation will be based on Quality and Cost Procedure with 70/30 Rule.

D1. Mandatory Requirement

Consulting firms must meet below requirement.

- Company profile with Name, Address, Legal Status (i.e., Proprietorship, Partnership, Limited company, etc.) and years of relevant and general experience of the firm
- Proof that the firm is a registered entity as per law with minimum 5 years of experience
- The Consultancy firm should have the required Pakistan Engineering Council (PEC) Registration Certificate for the current year bearing all the relevant profile codes.
- Valid NTN Certificate from Federal Board of Revenue (should be an Active Taxpayer)
- Valid Sales Tax Certificate from concerned Tax Authority
- Affidavit on stamp paper for firm not blacklisted or in litigation on any project or by any organization
- Completion certificate of at least two (02) assignments of similar nature in Pakistan.

D2. Technical Evaluation

To qualify technical criteria, applicant must score an aggregate 65 marks out of 100.

Evaluation will be based on the Applicant's General/ Relevant Experience, Personnel Capabilities, Working methodology and financial capacity.

S. No.	Category	Weightage / Marks
A	General/ Relevant Experience	40
B	Personnel Capabilities	30
C	Methodology	15
D	Financial Turnover	15

The further detailed criteria for each category are described below:

S. No.	Description	Max. Marks
A	General/ Relevant Experience Assignments of similar nature and complexity completed during last 10 years (Provide documentary proof of completion of each assignment and performance/contract for on-going assignment)	40
1	Successful completion of at least two (02) assignments of similar nature in Pakistan	20
2	On-going similar nature assignment for atleast one (01) project	10
3	Successful completion of at least one (01) assignment of similar nature for Grid station and associated transmission line in Punjab region (other than section A1 and A2 above)	10

B	Personnel Capabilities The consultant shall submit the CV's and copies of educational certificates / documents of proposed staff, along with registration with relevant body.	30
1	Team Leader / Project Manager Min. Bachelors in Engineering with 12 years' experience - (8 Marks) • 2 additional marks for Master's in Project Management or any certified Project Management Certification/ MS in Environment	10
2	Environmentalist Min. Bachelors with MS in Environment with 5 years' experience	10
3	Electrical Engineers - (01 Qualified Staff) Min. Bachelors in Electrical with 8 years' experience	5
4	Civil Engineer Min. Bachelors in Civil Engineering with 8 years' experience	5
C	Working Methodology & Consultancy Plan Consultant have to submit their working methodology in the technical proposal. Consultant's will may also give a presentation on this before the finalization of evaluation of technical proposal submitted by them. <i>Note: the marks on the methodology and schedule will be given fairly at the sole discretion of client / Procurement committee. The consultants agree that they will have no objection on the client's decision.</i>	15
D	Financial Capacity Average Annual Turnover for last 3 Years in PKR Million 1.5 Marks per million	15
Total		100

D3. Financial Evaluation

The financial proposal of all technically qualifying firms as per specified minimum threshold would be opened simultaneously in the presence of their representatives who care to attend. The formula for determining the financial score is the following:

$$S_f = 100 F_1 / F_b$$

Where:

S_f = Financial score

F_1 = Lowest financial bid

F_b = Financial Bid (the price of the proposal under consideration)

The weights given to the Technical and Financial proposals are as under:

Technical Proposal (T) = 70%

Financial Proposal (F) = 30%

Quality cum cost-based selection (QCBS) will be followed according to their combined technical score (S_t) and financial score (S_f) using the weights (T- the weight given to the technical proposal, F = the weight given to the financial proposal; and $T + F = 1$).

$$S = S_t \times T \% + S_f \times F \% \quad (S \text{ is total score})$$

D4. Ranking of Proposals:

- i. Ranking of proposals will be done by applying a weight of 0.70 (or 70 percent) and 0.30 (30 percent) respectively to the technical and financial score of each evaluated qualifying technical and financial proposal and then computing the relevant combined total score for each Consultant.
- ii. The applicant, whose proposal is ranked first, will be invited to negotiate (if require) the terms of the contract to conclude a binding contract agreement. If negotiations prove unsatisfactory, the next ranked applicant will be invited for negotiations, and, so on, to pursue finalization of the contract award.
- iii. The representative(s) conducting negotiations on behalf of the applicants must have written authority to negotiate and finalize the terms of the contract.

Part E

Submission Forms

This part of the RFP contains the following submission forms;

Form – 1: Information Form

Form – 2: Experience of Consultant

Form – 3: Format of Curriculum Vitae of Proposed Key Staff

Form – 4: Financial Proposal Submission Form

Form – 5: Summary of Cost

Form – 6: Draft Contract

EIA Study and obtaining NOC for 132KV Grid Station and associated Transmission Line

INFORMATION FORM

1. Name of Consultant [Lead partner if association or JV]:

· Address:

· Telephone No(s): _____

· E-mail Address: _____

· Registration No. with relevant body along with Registered Office Address:

2. Description of consulting firm (ownership/organization):

3. Experience (Number of Years): _____

· Local/national: _____

· International: _____

· Regional (within the country-details):

4. Name(s) and Address (es) of Associates, if a JV; their short description and description of their role in the JV/Association (proof of association or JV is to be attached at stamp paper):

5. Experience of the Consultants (on appended forms) during the past 15 years: (Form-2)
Specific (Projects related to industrial infrastructure development works):

6. Attach Organization chart showing consultant's structure:

7. Attach Capital of consultant (Financial Statements for the last three years).

- Subsidiaries and associates.
- Annual turnover for the last three years.

8. Attach Professional staff available for the assignment on the appended (Form-3) format for positions mentioned hereinabove.

9. Additional information:

Yours truly,

Name of Authorized Representative:

Position :

Date :

EXPERIENCE OF CONSULTANT

Relevant services carried out in the Last 10 years which best illustrate qualification.

[NAME OF THE FIRM/ CONSULTANT]

1. Name of Assignment/ Project :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month / Year
6. Completion Date : Month / Year
7. Approx.: Value of Services :
8. Name of Other JV Firms (If any) :
9. Description of Services :
Provided by the Firm

**FORMAT OF CURRICULUM VITAE
OF PROPOSED KEY STAFF**

1. Name of Personnel: _____
2. Current Position in the Firm: _____
3. Date of Birth: _____
4. Nationality: _____
5. CNIC No (if Pakistani) or Passport No: _____
6. Registration with relevant body: _____
7. Education:

Degree	Major/Minor	Institution	Date (MM/YYYY)

8. Membership of Professional Associations:
9. Other Training [*Indicate significant training since degrees under 6 - Education were obtained*]:
10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below)*]:

Employer	Position	From (MM/YYYY)	To (MM/YYYY)

11. Detail of Work Undertaken

Name of assignment or project: _____ Client: _____
 Cost of Project: _____ Location: _____
 Date of Start: _____ Date of Completion: _____
 Positions held: _____ Actual time spent: _____ months

12. Certification:

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

Date: __

[Signature of the proposed staff] Day/Month/Year

Date: __

[Counter Signature of authorized signatory] Day/Month/Year

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

Name

We, the undersigned, offer to provide the consulting services for in accordance with your request for Proposal dated _____, and our Proposal (Technical and Financial Proposals). Our attached financial proposal is for the sum [Amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS

S.No.	Description	Cost (PKR)
1	EIA Study and obtaining NOC for 132KV Grid Station and associated Transmission Line	
	Total	

Note:

The detailed breakup (if applicable) shall be provided by the Consultant.

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

FOR

**ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY, REPORT AND
OBTAINING NOC FROM EPA OF PUNJAB FOR GRID STATION AND
ASSOCIATED TRANSMISSION LINE
(RACHNA INDUSTRIAL PARK, SHEIKHUPURA)**

BETWEEN

**PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PVT.) Ltd. [PIDC]
(Client)**

And

(Consultant)

July 2022

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THIS AGREEMENT, together with APPENDICES A to D which constitute an integral part thereof (herein referred to as the Agreement), is entered into on this ---- day of ----- (month), 20--.

between

----- (herein referred to as the “Client”) of the first part;

and

----- (herein referred to as “Consultant”), of the second part.

The Parties hereto agree as under: -

1. ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

2. ARTICLE 2: SCOPE OF SERVICES

The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultant for the Project under this Agreement are described in the attached Appendix A.

3. ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

3.2 Time Schedule of Services

The time schedule of Services is given in the attached Appendix B.

3.3 Extension of Time

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant as and when required.

4. ARTICLE 4: MODE OF OPERATION

4.1 Obligations of the Consultant

- The Consultant shall perform Services as an independent consultant in accordance with recognized international standards, applicable laws and regulations.
- The Consultant shall appoint a Project Manager (professional engineer licensed by PEC) named in Appendix D who shall represent the Consultant for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services thereunder. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant.
- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and engineering practices.
- The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent consultant or sub-contractor to perform any part of the Services.
- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.

4.2 Obligations of the Client

The Client shall provide to the Consultant:

- All necessary data/documents/reports, as listed in Appendix A, that may be required by the Consultant for performing the Services within the Time Schedule given in Appendix B.
- The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultant.
- The Client shall take all necessary measures to make timely payments to the Consultant as stipulated in Article 5, hereof.

5. ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Consultant and the mode of payment shall be as described in the attached Appendix-C.

6. ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultant shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

7. ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

7.2 Termination by the Client

The Client may, by a written notice of thirty (30) days to the Consultant, terminate this Agreement. All accounts between the Client and the Consultant shall be settled not later than sixty (60) days of the date of such termination.

7.3 Termination by the Consultant

The Consultant may suspend the Agreement by a written notice of thirty (30) days only if the Consultant does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultant after thirty (30) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.

8. ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within

the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

9. ARTICLE 9: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

10. ARTICLE 10: APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

11. ARTICLE 11: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

12. ARTICLE 12: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To: The Client -----

To: The Consultant Project Manager, -----

or to such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF
(The Consultant)

FOR AND ON BEHALF OF
(The Client)

Signed by: -----

Signed by: -----

Designation: -----

Designation: -----

(Seal)

(Seal)

Witness:

Witness:

Signed by: -----

Signed by: -----

APPENDIX A

THE PROJECT & SCOPE OF SERVICES

A-1 THE PROJECT

In order to arrange the electrical power requirements of the Industries, Pakistan Industrial Development Corporation intends to hire Consultancy services from PEC registered firm (bearing relevant codes) for conducting EIA Study, Preparing EIA report and obtaining NOC from EPA of Punjab for 132 KV Grid Station on 4 Acre area and for associated double circuit 132 KV transmission line on almost 10 km length initiating from 132 KV Grid station Attabad situated at Lahore-Sheikhupura Road upto 132 KV Grid Station at Rachna Industrial Park (RIP).

A-2 SCOPE OF SERVICES

SCOPE OF WORK

The relevant responsibilities for the consultant are as under but not limited to:

13. Reconnaissance survey of the project area.
14. Extensive review of environmental legislation and standards relevant and applicable to the proposed project.
15. Collection of all relevant site-specific data regarding physical, ecological and social environmental conditions of the project areas from concerned departments, field visits and review of all available data.
16. Identification and assessment of the potential environmental impacts due to the project activities as required under the EPA guidelines.
17. Propose appropriate mitigation measures to eliminate or reduce the negative impacts to an acceptable level.
18. Baseline Study of the area of Project by performing different Environmental tests from EPA Certified Laboratory (Water, Ambient Air Quality and Noise Level).
19. Preparation of EIA Report to Submit before concerned person of PIDC and LESCO Environmental Division for review and final permission to submit before EPA.
20. Preparation of all the documents and Affidavits and required by EPA.
21. Submission of EIA Report to EPA along with all the required documents.
22. Obtaining of time from EPA for Public Hearing as per IEE/EIA Regulation 2000.
23. Advertise, manage all type of arrangements in hotel or site and presentation for Public Hearing at site.
24. Follow up EPA Punjab for Approval and issuance of final NOC for execution of the project.

SUBMISSIONS / DELIVERABLES

1. Signed and Stamped 03 sets of copies of consolidated detailed study.
2. Editable report in soft format (CD).

A-3 DATA/DOCUMENTS/REPORTS

The client will support the consultant in following steps:

1. Provide access to consultant representatives for site surveys.
2. Provide all the required supporting documents and details to consultant regarding EIA Report or any other document as desired by the EPA.
3. Submit Official Demand Draft for processing of case as desired by EPA Punjab.

APPENDIX B

TIME SCHEDULE

B-1 Effective Date of Commencement of Services.

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

B-2 Time Schedule of Services

Total time period for overall scope of work is 2.5 months from signing of contract / commencement of services. Breakup of major activities is given below:

Sr#	Scope Description	Timeline
5.	Preparation and submission of EIA Report to concerned person of PIDC and LESCO Environmental Division (if required) for review	25 days
6.	Submission of EIA Report in EPA, site visit by EPA representatives, responding EPA queries if raised, requesting EPA for Public Hearing and getting appropriate schedule to conduct Public Hearing from EPA	15 days
7.	Advertising for Public Hearing in English and Urdu newspaper as per IEE/EIA Regulations and organizing the Public Hearing at hotel or site as decided mutually with EPA and PIDC management	20 days
8.	Obtaining Final Approval / NOC from EPA for execution of the project	15 days

B-3 In case of extension due to site conditions or force majeure, no additional payment to the Consultant(s) will be admissible.

B-4 No extension of time is envisaged in normal circumstances for the completion of all planning, design, pre-construction and execution activities, except in case of any additional services.

B-5 The Consultant is liable to complete his assignment well within time. Any unjustified delay may result in the penalties/ withheld/ forfeiting of the remaining amount of the consultant by the Client.

APPENDIX C

REMUNERATION FOR SERVICES & SCHEDULE OF PAYMENT

C-1 Total Remuneration

Total remuneration is lumpsum amount as per below. This amount is inclusive of all applicable taxes and out of pocket expenses including, travelling and transportation cost, etc.

Sr#	Description	Cost (PKR)
1	EIA Study and obtaining NOC for 132KV Grid Station and associated Transmission Line	

C-2 Advance Payment

No advance payment is applicable for this job.

C-3 Schedule of Payments

The payment will be made through cross-cheque to the consulting firm as per below deliverables within twenty-one (14) days of submitting invoice to the Client.

Sr#	Description	Payment %
1.	Preparation and submission of EIA Report to concerned person of PIDC and LESCO Environmental Division (if required) for review	25%
2.	Submission of EIA Report in EPA, site visit by EPA representatives, responding EPA queries if raised, requesting EPA for Public Hearing and getting appropriate schedule to conduct Public Hearing from EPA	20%
3.	Advertising for Public Hearing in English and Urdu newspaper as per IEE/EIA Regulations and organizing the Public Hearing at hotel or site as decided mutually with EPA and PIDC management	20%
4.	Obtaining Final Approval / NOC from EPA for execution of the project	35%

C-4 Delayed Payment

None

C-5 The cost of case of stamp duty on Contract Agreement is also deemed to be included in the Contract price.

- C-6 5% from each invoice will be retained by the client and will be paid back at the end of the contract after successful completion of work. Retention money shall be paid by the Client to the Consultant within thirty (30) days after the successful completion/ closure of the contract and the remedying of notified issues in the submitted report (if any).
- C-7 The Work/ Report/ Study against the TORs needs to be completed in full respect. The Consultant is liable legally and financially and will pay back the amount to the Client if work/report/study is done partially by the consultant against the TORs.
- C-8 Payment shall be made in Pak. Rupees, by submission of invoices as per table C-3.

APPENDIX D

SPECIAL CONDITIONS

D-1 PROJECT MANAGER OF THE CONSULTANT

Name:

Address:

Cell #:

Email:

D-2 PROJECT MANAGER OF THE CLIENT

Name:

Address:

Cell #:

Email:

D-3 VENUE OF ARBITRATION

1. Initially a Project Manager of the Client and Project Manager of the Consultant will resolve any dispute arising out of or relating to the contract through negotiations and mutual consent.
2. In case the dispute can't be resolved amicably, it shall be referred for Arbitration to the CEO of the client.
3. Provisions of the Arbitration Act, 1940 shall apply to the arbitration proceedings and the venue of arbitration shall be Lahore.

D-4 LOCATION OF THE COURTS / VENUE FOR DISPUTE

Lahore

D-5 KEY PERSONNEL

The minimum staffing requirement for this project shall not be limited to:

Sr#	Description	Quantity	Qualification	Experience (in years)
1	Project Manager	1	Bachelors in Engineering	12
2	Environment Engineer	1	MS in Environment	5
3	Electrical Engineers	1	Bachelors in Electrical Engineering	8
4	Civil Engineer	1	Bachelors in Civil Engineering	8