



## PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PIDC)



### PROCUREMENT OF CONSULTANCY SERVICES TO OBTAIN POWER DISTRIBUTION LICENSE FROM NEPRA

#### Request for Expression of Interest (EOI)

- Pakistan Industrial Development Corporation (PIDC)** is a Federal Government owner company which is also a 'Developer' of several Special Economic Zones under SEZ Act 2012. PIDC invites Expressions of Interest (EOI) from reputed consultants (individuals or firms) having relevant expertise and successful record of obtaining Power Distribution License from National Electric Power Regulatory Authority (NEPRA)
- The Scope of Services includes but not limited to:
  - End-to-end preparation of applications for obtaining Distribution licenses for two PIDC SEZs at Karachi and submit those in compliance of relevant NEPRA Rules/Regulations.
  - Manage the public hearings and possible objections from various stake holders.
  - Follow-up with NEPRA at various stages and make appeals against any adverse decisions till the final disposal by NEPRA and other legal forums.
- Eligibility/ Qualification Criteria is mentioned in Request for Proposal (RFP) including but not limited to:
  - Profile of the individual consultant / law firm, briefly describing the applicant's suitability for the assignment;
  - Individual consultants / law firm must be registered with tax authorities.
  - Individual consultant / law firm must not be Blacklisted by any Government Organization on any project.
  - Individual consultant / law firm at-least have minimum ten (10) years' experience in power sector of Pakistan.
  - Individual consultant / law firm must have obtained at-least three (03) Distribution or Generation Licenses for its clients from NEPRA.
- Interested parties are requested to submit their proposals on "**Single Stage Two Envelope**" basis i.e., Technical & Financial. The Technical proposals shall be evaluated according to the criteria given in RFP. Financial proposals of only technically qualified parties shall be opened and will be awarded on a "**Least Cost Based Selection**" method.
- RFP can be obtained from the office of undersigned during office hours from 9am-5pm before submission date. Envelope containing the proposal shall be clearly marked the name/details of the Consultant and name of the assignment.
- In order to clarify bidder's queries for the captioned work, a pre-bid meeting has been scheduled on **03<sup>rd</sup> October, 2022** at the below mentioned address at **1100 hours**.
- The interested Consultants are requested to submit their Technical and Financial Proposals latest by **11<sup>th</sup> Oct. 2022** till **1400 hours**. The Technical Proposals will be opened on the same day at 1430 hours. Delayed/conditional/telegraphic Proposals will not be entertained.
- The Request for EOI & RFP are also available on websites of PPRA & PIDC ([www.pidc.com.pk](http://www.pidc.com.pk)). PIDC reserves the right to accept or reject any or all applications as per PPRA rules. Interested parties should submit their proposals to the address given below:

#### Manager Technical

(Industrial Infrastructure Division)

PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PIDC)

Address: 2nd Floor, PIDC House, Dr. Ziauddin Road, Karachi, Pakistan

Email: [aftab.hyder@pidc.com.pk](mailto:aftab.hyder@pidc.com.pk)

Telephone: +92 21 35685041-9, +92 21 38266666-69, Ext: 389

Web: [www.pidc.com.pk](http://www.pidc.com.pk)



**PAKISTAN INDUSTRIAL DEVELOPMENT  
CORPORATION (PIDC)**



**REQUEST FOR PROPOSAL (RFP)**

**PROCUREMENT OF CONSULTANCY SERVICES  
TO OBTAIN POWER DISTRIBUTION LICENSE FROM NEPRA  
FOR SPECIAL ECONOMIC ZONES (SEZs) OF PIDC**

**September, 2022**

**PROCUREMENT OF CONSULTANCY SERVICES  
TO OBTAIN POWER DISTRIBUTION LICENSE FROM NEPRA  
FOR SPECIAL ECONOMIC ZONES (SEZs) OF PIDC**

Pakistan Industrial Development Corporation (PIDC), a government-owned company under the administrative control of Federal Ministry of Industries & Production. PIDC, through its Industrial Infrastructure Division, was entrusted to develop focused industrial growth in Pakistan through world-class industrial parks all over the country. The following Special Economic Zones (SEZs) have been established/ managed by PIDC through its Industrial Infrastructure Division so far;

1. Korangi Creek Industrial Park (KCIP)
2. Bin Qasim Industrial Park (BQIP)
3. Rachna Industrial Park (RIP)
4. Naushahro Feroze Industrial Park (NFIP)
5. Karachi Industrial Park (KIP) - Newly launch Industrial Zone

PIDC intends to procure Consultancy Services to obtain Power Distribution License from National Electric Power Regulatory Authority (NEPRA). Details regarding the assignment are provided in the Part – C of this document.

This Request for Proposal (RFP) consists of the following Parts:

- Part A – Letter of Invitation
- Part B – Instructions to Consultants
- Part C – Terms of Reference / Scope of Work
- Part D – Eligibility/ Qualification Criteria
- Part E – Submission Forms
- Part F – Draft Contract Agreement

The Financial Proposal shall be on **Lump sum** basis. Draft Contract Agreement is attached in Part – F and will be used for final contract agreement with the successful bidder.

**PART - A**  
**LETTER OF INVITATION**

1. PIDC invites Expressions of Interest (EOI) from reputed consultants (individuals or firms) having relevant expertise and successful record of obtaining Power Distribution License from National Electric Power Regulatory Authority (NEPRA)
2. The Scope of Services includes but not limited to prepare applications for obtaining Distribution licenses for two PIDC SEZs at Karachi and to perform allied tasks relevant to the assignment. Details are mentioned in Part – C of this RFP.
3. Eligibility/ Qualification Criteria has been given in Part-D of this RFP. Other details have also been mentioned in the document.
4. Interested consultants are requested to submit their proposals on “**Single Stage Two Envelope**” basis i.e., Technical & Financial. The Technical proposals shall be evaluated according to the criteria given in RFP. “**Least Cost Based Selection**” method will be used.
5. Envelope containing the proposal shall be clearly marked the name/ details of the Consultant and name of the project.
6. In order to clarify bidder’s queries for the captioned work, a pre-bid meeting has been scheduled on **03<sup>rd</sup> October, 2022** at the below mentioned address at **1100 hours**.
7. The applicants are requested to submit their Technical and Financial Proposals latest by **11<sup>th</sup> Oct. 2022** till **1400 hours**. The Technical Proposals will be opened on the same day at **1430 hours**. Delayed/ conditional/ telegraphic Proposals will not be entertained.
8. PIDC reserves the right to accept or reject any or all applications as per PPRA rules. Interested parties should submit their proposals to the address given below:

**Manager Technical**  
(Industrial Infrastructure Division)  
PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PIDC)  
Address: 2nd Floor, PIDC House, Dr. Ziauddin Road, Karachi, Pakistan  
Email: [aftab.hyder@pidc.com.pk](mailto:aftab.hyder@pidc.com.pk)  
Telephone: +92 21 35685041-9, +92 21 38266666-69, Ext: 389  
Web: [www.pidc.com.pk](http://www.pidc.com.pk)

**PART - B**  
**INSTRUCTIONS TO CONSULTANTS**

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

- ITC.1. Submission of Bids and all communication or enquiries about this RFP must be made in writing.
- ITC.2. The interested firms are requested to submit their Proposal on date and time mentioned.
- ITC.3. The Proposal may comprise the documents and forms listed in Part - E.
- ITC.4. **Single Stage Two Envelope** bidding process will be adopted. Selection of Consultant will be based on “**Least Cost Based Selection**”.
- ITC.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.
- ITC.6. An authorized representative of the Consultant 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.
- ITC.7. Provide documentary proof for the existence of JV/Consortia in case of the same.
- ITC.8. Consultant(s) 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. All copies shall be made from the signed original. If there are discrepancies between the original and the copy, the original shall prevail.
- ITC.9. The original and copy of the Technical Proposal shall be placed inside a sealed envelope clearly marked “TECHNICAL PROPOSAL”, name of the assignment, name and address of the Consultant.
- Similarly, the original Financial Proposal (no copy is required) shall be placed inside a separate sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, name and address of the Consultant, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”
- ITC.10. Bid validity period is Ninety (90) days (may be extendable as per PPRA rule 26).
- ITC.11. No Bid Security is required & No Advance Payment will be provided.
- ITC.12. The formal Agreement between the Client and the successful bidder will be executed within fourteen (14) days of the receipt of Letter of Acceptance by the successful bidder from the Client.
- ITC.13. 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 a notarized English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- ITC.14. The sealed envelopes containing Technical & Financial Proposals; shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, Consultant’s name and the address.

ITC.15. Technical Proposal will be opened on same day after the deadline for their submission in the presence of bidders who wish to attend. The envelope containing the Financial Proposal shall remain sealed and securely stored.

ITC.16. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP, applying the eligibility/ qualification criteria specified in Part - D. Each responsive Proposal shall be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in Part - D.

Financial bids of consultants who passed in Technical Evaluation would be opened only and will be evaluated as per "**Least Cost Based Selection**" method. Consultant will need to submit financial proposal as per form provided in Part - E.

ITC.17. 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.

ITC.18. At any time, prior to 03 days of the submission deadline, the Client may amend the RFP by issuing an amendment in writing. The amendment (s) will be posted on PIDC website and will be binding on the interested bidders.

ITC.19. 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 and delayed bid will be accepted.

ITC.20. Financial Proposal of the technically qualified firms would be opened in the presence of bidder's representative, for which time & date shall be intimated in due time.

ITC.21. In order to clarify bidder's queries for the captioned work, a pre-bid meeting has been scheduled on **03<sup>rd</sup> October, 2022** at the below mentioned address at **1100 hours**.

ITC.22. The interested firms are requested to submit their Technical and Financial proposals by **11<sup>th</sup> Oct., 2022** till **1400 hours**. Technical Bids would be opened on the same day at **1430 hours**.

ITC.23. PIDC reserves the right to accept or reject any or all Proposals as per PPRA rules.

## **PART - C**

### **TERMS OF REFERENCE / SCOPE OF WORK**

#### **INTRODUCTION**

Pakistan Industrial Development Corporation (PIDC), a government-owned company under the administrative control of Federal Ministry of Industries & Production. PIDC, through its Industrial Infrastructure Division, was entrusted to develop focused industrial growth in Pakistan through world-class industrial parks all over the country.

In Karachi city, the following Special Economic Zones (SEZs) have been established/ managed by PIDC through its Industrial Infrastructure Division;

1. Korangi Creek Industrial Park (KCIP)
2. Bin Qasim Industrial Park (BQIP)

#### **OVERVIEW**

PIDC is being providing the power supply to its zone enterprises in BQIP & KCIP through feeders, however, in view of the increase in demand, PIDC is being established its own 132 KVA Grid Station at BQIP. Special Economic Zone Act, 2012 describes the responsibility of Federal Government to bring the utilities at the “designated zero point” of the Special Economic Zone.

In accordance with the power requirement, the BQIP Grid Station is being developed as a Sponsored Dedicated Distribution System (SDDS) which is subject to the regulatory provisions contained in the NEPRA Consumer Eligibility Criteria (CEC) 2003 as amended in 2011. According to Section 4A (1) of the said criteria, the SDDS can either be developed by the Sponsor directly as per the approved standards of the concerned distribution company or by the concerned distribution company subject to mutually agreed terms and conditions.

It is also to be noted that KE license is expiring in July 2023 and the market is being deregulated where KE shall not have any monopolistic rights. As a matter of policy, NEPRA is extending/ renewing DISCO licenses only in a non-exclusive form. In the emerging scenario, bulk consumers like PIDC will have the opportunity to negotiate the rates and supply of electricity from any energy producer and sell it to its consumers. The possible rate differential offers a huge opportunity of revenue

In the view of above, as per Section 27 of the SEZ Act 2012 coupled with Section 4A (4) of the Consumer Eligibility Criteria (CEC) 2003 as amended in 2011, PIDC is eligible to obtain a Power Distribution License for its Special Economic Zones.

#### **TERMS OF REFERNCE / SCOPE OF WORK**

PIDC intends to procure Consultancy Services to obtain Power Distribution License from National Electric Power Regulatory Authority (NEPRA). Details Pakistan Industrial Development Corporation (PIDC), a government-owned company under the administrative control of Federal Ministry of Industries & Production, intends to procure Consultancy Services to obtain Power Distribution License from **National Electric Power Regulatory Authority (NEPRA)**.

The Scope of Services includes but not limited to:

- End-to-end preparation of applications for obtaining Distribution licenses for two PIDC SEZs at Karachi and submit those in compliance of relevant NEPRA Rules/Regulations.
- Manage the public hearings and possible objections from various stake holders including K-Electric.
- Follow-up with NEPRA at various stages and make appeals against any adverse decisions till the final disposal by NEPRA and other legal forums.

#### **DURATION OF ASSIGNMENT**

Six (06) Months

#### **DELIVERABLES**

1. Submission of Application along with all complete documents to NEPRA for;
  - a. BQIP.
  - b. KCIP
2. Conduct/ manage Public Hearing including all allied works for;
  - a. BQIP.
  - b. KCIP
3. Obtaining Distribution License from NEPRA for;
  - a. BQIP.
  - b. KCIP

**Note:** The Consultants will submit to the Client Three (03) colored hard copies (signed and stamped) and a soft copy in editable format of the submittals.

#### **PAYMENT**

The payments will be made through cross-cheque to the consultant(s) on the completion and submission of deliverables after deducting applicable government taxes.



**PART - D**  
**ELIGIBILITY/ QUALIFICATION CRITERIA**

**I. Eligibility Criteria**

- The Individual consultants / law firm should be Active Tax payer, registration with relevant tax authorities is required.
- The Individual consultants / law firm must not be Blacklisted with any Governmental Organization on any project (An Affidavit is required)

**II. Qualification/ Selection Criteria**

To qualify, applicant must score an aggregate 60 marks out of 100, whereas 50% marks is mandatory to achieve in each category. The weightage / Marks for different categories will be followed as per table given below:

<b>S. No.</b>	<b>Category</b>	<b>Max. Marks</b>
A	Profile of Firm	20
B	Experience	50
C	Personnel Capabilities	30

**Note:**

- Individual consultant / law firm must have obtained at-least three (03) Distribution or Generation Licenses for its clients from NEPRA.
- Documentary proof of project completion/in hand is required from relevant Client
- Copies of Educational certificates and CVs of Key Personnel (experienced in power sector) should be attached.
- For Joint Ventures Cumulative Marking will be done. One of Joint Venture Firm must fulfil all the requirements of Eligibility Criteria.

The further requirements are as under;

<b>S. No.</b>	<b>Category</b>	<b>Max. Marks</b>
<b>A</b>	<b>Profile of Firm</b>	<b>20 Marks</b>
A1	Ownership and organizational structure of the firms including year of establishment and experience in power sector of Pakistan <ul style="list-style-type: none"> <li>• 10-15 years (05 marks)</li> <li>• Above 15 years (additional 05 Marks)</li> </ul>	10 Marks
A2	Profile of the individual consultant / law firm, briefly describing the applicant's suitability for the assignment	10 Marks
<b>B</b>	<b>Experience (Completed/ in Hand Projects)</b>	<b>50 Marks</b>
B1	Obtained Distribution or Generation Licenses for its clients from NEPRA (10 Marks for each project)	40 Marks
B2	In hand works to obtain Distribution or Generation Licenses for its clients from NEPRA (05 Marks for each work)	10 Marks
<b>C</b>	<b>Personnel Capabilities</b>	<b>30 Marks</b>
C1	The lead counsel / partner of the law (Min: LLB or Equivalent)  <u>Relevant Experience:</u> Min. 05-year, 10 Marks Above 05 years, additional 05 Marks	15 Marks
C2	The counsel / partner of the law (Min: LLB or Equivalent)  <u>Relevant Experience:</u> Min. 05-year, 10 Marks Above 05 years, additional 05 Marks	15 Marks
<b>Total (A+B+C)</b>		<b>100 Marks</b>

**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

## INFORMATION FORM

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

\_\_\_\_\_

· Address:

\_\_\_\_\_

\_\_\_\_\_

· Telephone No(s): \_\_\_\_\_

· E-mail Address: \_\_\_\_\_

· Registration/ License No. along with Registered Office Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. 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. Past Experience of the Consultants (on appended forms): (Form-2)  
Specific (Projects related building works):

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6. Attach Organization chart showing consultant's structure.

7. Relevant Tax Registration information (NTN etc,)

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

9. Additional information:

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**Yours truly,**

**Name of Authorized Representative:**

**Position :**

**Date :**

**EXPERIENCE OF CONSULTANT**

Relevant services carried out in the past which best illustrate qualification.

**[NAME OF THE FIRM/ CONSULTANT]**

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month / Year
6. Completion Date : Month / Year
7. Professional Staff Provided :
8. No. of Staff :
9. No. of Staff Months :
10. Approx.: Value of Services :
11. Name of Other JV Firms (If any) :
12. No. of Staff / Staff Months  
Provided by the JV partner(s) :
13. Name/Position of Key Staff :
14. Description of Project :
15. 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. Education:

Degree	Major/Minor	Institution	Date (MM/YYYY)

7. Membership of Professional Associations:
8. Other Training [*Indicate significant training since degrees under 6 - Education were obtained*]:
9. 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)*]:

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

10. Detail of Work Undertaken

Name of assignment or project:

Cost of Project:

Location:

Date of Start:

Date of Completion:

Client

Main project features:

Positions held:

Activities performed:

Actual time spent on the project

11. 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**  
(Should be attached with Financial Proposal only)

[Location, Date]

Name

We, the undersigned, offer to provide the consultancy services for “**Procurement of Consultancy Services to Obtain Power Distribution License from NEPRA for PIDC SEZs**” in accordance with your request for Proposal issued to us, 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, i.e., **90 days**.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:



**SUMMARY OF COSTS**  
(Should be attached with Financial Proposal only)

S.N.	DESCRIPTION OF WORKS	LUMP SUM FEE (PKR)
01	Submission of Application along with all complete documents to NEPRA; a) Bin Qasim Industrial Park (BQIP) b) Korangi Creek Industrial Park (KCIP)	Rs. Rs.
02	Conduct/ manage Public Hearing including all allied works for; a) Bin Qasim Industrial Park (BQIP) b) Korangi Creek Industrial Park (KCIP)	Rs. Rs.
03	Obtaining Distribution License from NEPRA for; a) Bin Qasim Industrial Park (BQIP) b) Korangi Creek Industrial Park (KCIP)	Rs. Rs.
<b>Total</b>		<b>Rs.</b>

**Note:**

1. The Fee should be inclusive of all Taxes and Duties.
2. Any proposal containing alternate/ conditional Bid will be rejected.

**PART – F**  
**DRAFT CONTRACT AGREEMENT**

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**Between**

**Pakistan Development Industrial Corporation (Pvt,) Ltd**

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**And**

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**(Name of Consultants)**

**For**

**“PROCUREMENT OF CONSULTANCY SERVICES TO OBTAIN POWER DISTRIBUTION  
LICENSE FROM NEPRA FOR PIDC SEZS”**

**OCTOBER, 2022**

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## THE CONTRACT AGREEMENT

This CONTRACT AGREEMENT (hereinafter called the "Contract") is made on the \_\_\_ day of **(month), 2022**, between, on the one hand "**Pakistan Industrial Development Corporation (PIDC)**" having its Office at \_\_\_\_\_ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, "**(Name of Consultants)**" having its Office at \_\_\_\_\_ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

### WHEREAS

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

NOW THEREFORE the Parties hereby agree upon the terms & conditions set forth in THIS AGREEMENT. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

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

## **CLAUSE – 01: DEFINITIONS**

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

- "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- "Contract" means the Contract signed by the Parties,
- "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause - 08;
- "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- "Law Governing the Contract" means, this Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- "Local Currency" means the currency of the Islamic Republic of Pakistan;
- "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- "Personnel" means persons hired by the Consultants or by any Sub-consultants as employees and assigned to the performance of the Services or any part thereof;
- "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 Clause – 6.1.
- "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in the Clause – 6.1;
- "Project" means "Procurement of Consultancy Services to Obtain Power Distribution License from NEPRA for PIDC SEZs"

## **CLAUSE – 02: LANGUAGE**

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

## **CLAUSE – 03: NOTICES**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorised Representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address of the Authorised Representatives specified under Clause - 04. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **CLAUSE – 04: AUTHORISED REPRESENTATIVES**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorised Representatives. The Authorised Representatives are the following:

### **Client:**

Designation in PIDC:

Address:

Telephone:

Facsimile:

E.Mail :

### **Consultants:**

Name of Project Manager:

Address:

Telephone:

Facsimile:

E.Mail :

## **CLAUSE – 05: TAXES AND DUTIES**

The Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price.

## **CLAUSE – 06: SCOPE OF SERVICES, COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **6.1. Scope of Services**

#### **INTRODUCTION**

Pakistan Industrial Development Corporation (PIDC), a government-owned company under the administrative control of Federal Ministry of Industries & Production. PIDC, through its Industrial Infrastructure Division, was entrusted to develop focused industrial growth in Pakistan through world-class industrial parks all over the country.

In Karachi city, the following Special Economic Zones (SEZs) have been established/ managed by PIDC through its Industrial Infrastructure Division;

1. Korangi Creek Industrial Park (KCIP)
2. Bin Qasim Industrial Park (BQIP)

#### **OVERVIEW**

PIDC is being providing the power supply to its zone enterprises in BQIP & KCIP thru feeders, however, in view of the increase in demand, PIDC is required to establish its own Grid Station. Special Economic Zone Act, 2012 describes the responsibility of Federal

Government to bring the utilities at the “designated zero point” of the Special Economic Zone.

In accordance with the power requirement, the BQIP Grid Station is being developed as a Sponsored Dedicated Distribution System (SDDS) which is subject to the regulatory provisions contained in the NEPRA Consumer Eligibility Criteria (CEC) 2003 as amended in 2011. According to Section 4A (1) of the said criteria, the SDDS can either be developed by the Sponsor directly as per the approved standards of the concerned distribution company or by the concerned distribution company subject to mutually agreed terms and conditions.

KE license is expiring in July 2023 and the market is being deregulated where KE shall not have any monopolistic rights. As a matter of policy, NEPRA is extending/ renewing DISCO licenses only in a non-exclusive form. In the emerging scenario, bulk consumers like PIDC will have the opportunity to negotiate the rates and supply of electricity from any energy producer and sell it to its consumers. The possible rate differential offers a huge opportunity of revenue

In the view of above, as per Section 27 of the SEZ Act 2012 coupled with Section 4A (4) of the Consumer Eligibility Criteria (CEC) 2003 as amended in 2011, PIDC is eligible to obtain a Power Distribution License for its Special Economic Zones.

PIDC intends to procure Consultancy Services to obtain Power Distribution License from National Electric Power Regulatory Authority (NEPRA). Details Pakistan Industrial Development Corporation (PIDC), a government-owned company under the administrative control of Federal Ministry of Industries & Production, intends to procure Consultancy Services to obtain Power Distribution License from National Electric Power Regulatory Authority (NEPRA).

The Scope of Services includes but not limited to:

- End-to-end preparation of applications for obtaining Distribution licenses for two PIDC SEZs at Karachi and submit those in compliance of relevant NEPRA Rules/Regulations.
- Manage the public hearings and possible objections from various stake holders including K-Electric.
- Follow-up with NEPRA at various stages and make appeals against any adverse decisions till the final disposal by NEPRA and other legal forums.

## **6.2. Effectiveness of Contract**

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

## **6.3. Commencement of Services**

The Consultants shall commence the Services on the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.



#### **6.4. Deliverables**

1. Submission of Application along with all complete documents to NEPRA for;
  - a. BQIP.
  - b. KCIP
2. Conduct/ manage Public Hearing including all allied works for;
  - a) BQIP.
  - b) KCIP
3. Obtaining Distribution License from NEPRA for;
  - a) BQIP.
  - b) KCIP

**Note:** The Consultants will submit to the Client Three (03) colored hard copies (signed and stamped) and a soft copy in editable format of the submittals.

#### **6.5. Expiration of Contract/ Completion of Services**

The total time period of the project is envisaged to Six (06) Months, however may be extended mutually in writing. In case of extension of time, no additional payment will be made to the Consultants in case of such extended period.

"Completion of Services" means submission of all reports or deliverables to the Client mentioned in Clause – 6.4.

#### **6.6. Modification**

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

#### **6.7. Termination of Contract**

Any party may terminate this Contract, by not less than Fifteen (15) days written notice of termination to the other party, to be given after the occurrence of any of the following events;

##### Termination by Client:

- If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days;
- If the Client, in its sole discretion, decides to terminate this Contract.

##### Termination by Consultants:

- If the Client fails to pay any monies due to the Consultants pursuant to this Contract within Fifteen (15) days after receiving written notice from the Consultants that such payment is overdue;
- If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within Fifteen (15) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

- If, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than thirty (30) days

## **CLAUSE – 07: OBLIGATIONS OF CONSULTANTS & CLIENT**

### **8.1 Obligations of the Consultants**

- The Consultant shall perform Services as an independent consultant in accordance with recognized national/ international standards, applicable laws and regulations.
- The Consultant shall perform the services with a professional and qualified team and the Authorized representative of the Consultants keep the Client fully informed on all matters relating to the provision of Services.
- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering & contractual practices.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps in this regard.
- 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-consultant 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.
- The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.
- The Consultants shall submit to the Client the reports and documents specified in Clause – 6.4 in the form, in the numbers, and within the periods set forth in this agreement.
- It is the responsibility of the Consultants to get all necessary approvals. The Client will only facilitate the Consultants for getting such approvals.

### **8.2 Obligations of the Client**

The Client shall provide to the Consultant:

- All necessary data/ documents/ reports regarding the project that may be required by the Consultant for performing the Services within the Contract will only be provided by the Client to the Consultants on his written request.
- The Client shall designate an Authorized Representative named in Clause- 04 to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Authorized Representative of the Consultants.
- In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause - 08 of this Contract.

## **CLAUSE – 08: PAYMENTS TO THE CONSULTANTS**

- Currency of Contract will be Pakistani Rupees. The amount of Contract for this project is Rs. \_\_\_\_\_ (write amount in words)

- The Fee should be inclusive of all Taxes and Duties. The payments will be made through cross-cheque to the consultant(s) on the completion and submission of deliverables after deducting applicable government taxes.
- The Consultants shall submit an invoice to the Client specifying the amount due after submission of deliverable.
- The due shall be paid by the Client to the Consultants within Fourteen (14) days after the Consultants' invoice has been delivered to the Client.
- No additional payment will be made in the event of Force Majeure.
- Payments will be made as per the following;

<b>S.N.</b>	<b>DESCRIPTION OF WORKS</b>	<b>LUMP SUM FEE (PKR)</b>
<b>01</b>	Submission of Application along with all complete documents to NEPRA; c) Bin Qasim Industrial Park (BQIP) d) Korangi Creek Industrial Park (KCIP)	Rs. Rs.
<b>02</b>	Conduct/ manage Public Hearing including all allied works for; c) Bin Qasim Industrial Park (BQIP) d) Korangi Creek Industrial Park (KCIP)	Rs. Rs.
<b>03</b>	Obtaining Distribution License from NEPRA for; c) Bin Qasim Industrial Park (BQIP) d) Korangi Creek Industrial Park (KCIP)	Rs. Rs.
<b>Total</b>		<b>Rs.</b>

#### **CLAUSE – 09: ADDITIONAL SERVICES**

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The scope of additional services and the payments thereof will be mutually agreed by issuing an addendum to the Contract. The payments will also be made as per the Clause – 08.

#### **CLAUSE – 10: FORCE MAJEURE**

The term "Force Majeure" 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.

### **CLAUSE – 11: DISPUTE RESOLUTION**

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

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

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

For and on behalf of

\_\_\_\_\_

Witness

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

Witness

(CONSULTANTS)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)