

BALUCHISTAN PUBLIC PRIVATE PARTNERSHIP AUTHORITY

REQUEST FOR PROPOSALS

FOR

AWARD OF CONCESSION

IN RESPECT OF THE

**ESTABLISHMENT, OPERATION AND MAINTENANCE OF LPG TESTING LAB
IN TAFTAN, BALUCHISTAN UNDER PUBLIC PRIVATE PARTNERSHIP MODE
VIA DESIGN, BUILD, FINANCE, OPERATE AND MAINTAIN (DBFOM)
MODALITY**

(MINIMUM 100 LPG TESTS PER DAY)

UNDER THE

BALUCHISTAN PUBLIC PRIVATE PARTNERSHIP ACT, 2021

DATED: JUNE 14, 2024

LETTER OF INVITATION

The Government of Balochistan (**GoB**), through the Balochistan Energy Company Limited (**BECL**) and the Balochistan Public Private Partnership Authority (**BPPPA**), intends to engage a private party on Public Private Partnership mode to establish, operate and maintain LPG Testing Lab in Taftan, Balochistan under Public Private Partnership Mode via design, build, finance, operate and maintain (DBFOM) modality. Technical details including the project scope can be examined in Volume II of this Request for Proposal's (**RFP**). It must be pointed out that, vide its letter dated 26 October 2023, the Oil and Gas Regulatory Authority (**OGRA**) has conveyed to BECL that it has no-objection on establishment of LPG testing lab facility (minimum testing capacity of 100 tests per day) at Taftan Border Area. BECL has, through its letter dated 28 August 2023, disclosed to OGRA that the LPG Testing Lab will be established under PPP mode. BECL has, through its letter dated 28 August 2023, disclosed to OGRA that the LPG Testing Lab will be established under PPP mode. It is envisaged that in the future the LPG Testing Lab may be used to conduct tests of other types of energy fuels and related items, including those regulated by the Energy Department, Government of Balochistan, and also those for which permissions / licenses / NOCs may be required from the concerned regulator under the Applicable Laws, as deemed viable by the Concessionaire. The Concessionaire may also be allowed to establish, operate and maintain additional LPG Testing Labs at other locations in Balochistan in accordance with the terms of the PPP Agreement.

The BPPPA is desirous of undertaking the Project as the Implementing Agency and BECL shall act as the Co-Implementing Agency. Therefore, the BPPPA invites the Bidders to participate in the Bidding Process and to submit their Bids for the Project in accordance with the requirements of the Applicable Evaluation Documents.

The Bidders are required to submit only one (1) Bid, comprising of one (1) original Technical Proposal and one (1) original Financial Proposal, and five (5) hard copies of each, with one (1) soft copy of each (on CDs/ DVDs/ USBs) and other supporting documents (as applicable), as identified in the RFP, no later than **12:00 hours PST (12PM)** by the Bid Submission Date at the submission address, each as indicated in the Data Sheet.

The Technical Proposals will be opened on the Bid Submission Date at **13:00 hours PST (1PM)** in the presence of the representatives of the Bidders who may wish to attend. The Financial Proposals of only technically qualified Bidders will be opened and evaluated, as per the requirements of the Applicable Evaluation Documents.

All Bidders are required to furnish, as part of their Technical Proposals (in a separately sealed envelope) a Bid Security, equivalent to PKR 10,000,000/- (Pakistani Rupees Ten Million only). The Bid Security shall be an irrevocable, bank guarantee in the form attached as Bidding Form T6 (*Form of Bid Security*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, issued in accordance with the requirements set out in the Instructions to Bidders.

It is mandatory for the Bids to be prepared using the standard formats for Technical Proposals and Financial Proposals, as provided in the RFP. Bids that are not prepared on the prescribed formats may not be considered by the Evaluation Committee (Technical & Financial Evaluation Committee ("**TFEC**")). If any information required in the prescribed forms is found missing, or written elsewhere, no credit will be given during evaluation and may lead to rejection of the Bid.

Subject to the provisions of the Applicable Evaluation Documents, the Implementing Agency reserves the right to cancel the bidding process at any time. The Implementing Agency may amend the RFP by issuing an addendum or a corrigendum as per the requirements specified in the RFP, at least 07 days prior to the

Bid Submission Date to provide reasonable time to the Bidders for preparation of the bids according to the amended/revised RFP.

The Interested Parties may obtain further information in relation to the Project and acquire the RFP either: (a) physically, by submitting a written application; or (b) electronically, by sending an email, to the address / email, given below on a working day during office hours, not later than one (1) business day before the Bid Submission Date, in each case specifying its full name, address and contact details. The RFP will be made available on the website(s) of BPPPA and BECL.

All capitalized terms used herein and not otherwise defined shall have the meaning given to them in Volume I (Bidding Procedure) of the RFP.

Designation: CEO, Balochistan PPP Authority
Address: Bungalow No. 49 - A, Jinnah Town, Samungli Road, Quetta.
Phone No.: 081-9202723
Email: procbpppa@gmail.com,
Website(s): <https://bpppa.balochistan.gov.pk>

Sincerely,

CEO, BPPPA

IMPORTANT NOTICE

The Request for Proposals, together with all volumes, attachments, forms, annexures and appendices, attached thereto, is issued by the Implementing Agency and is provided to the recipients solely for use in preparing and submitting the Bids.

Bids submitted in response to the RFP by the Bidders shall be upon full understanding and agreement of all terms of the RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP.

The Implementing Agency does not make any representations (express or implied) or warranties as to the accuracy or completeness of the information contained in the RFP, or in any other document made available to a person in connection with the Bidding Process for the Project; and the same shall have no liability for the RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. The Implementing Agency shall not be liable to reimburse or compensate any recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon the RFP or otherwise in connection with the Project.

The RFP shall neither constitute a solicitation to invest, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Implementing Agency that the Project will be awarded. The Implementing Agency reserves the right, in its full discretion, to modify the RFP and/or the Project requirements at any time to the fullest extent permitted by Applicable Laws and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event. The Implementing Agency makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and / or completeness of any assessment, assumptions, statement or information provided by it, and the Bidder shall have no claim whatsoever of any nature against the Implementing Agency in this regard.

Subject to the provisions of the Applicable Evaluation Documents, the Implementing Agency reserves the right to cancel the Bidding Process at any time. The Implementing Agency may amend the RFP by issuing an addendum or a corrigendum as per the requirements specified in the RFP, at least 07 days prior to the Bid Submission Date to provide reasonable time to the Bidders for preparation of the bids according to the amended/revised RFP.

All capitalized terms used herein and not otherwise defined shall have the meaning given to them in Volume I (Bidding Procedure) of the RFP.

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- **VOLUME II – PROJECT SCOPE**
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VOLUME I:
BIDDING PROCEDURE

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PART 1
INSTRUCTIONS TO BIDDERS

GLOSSARY

Unless otherwise specified / defined, all capitalized terms used herein shall bear the meanings set out below. References to any law, rule or regulation shall include any amendments, modifications or any re-enactment thereof.

(All capitalized terms not defined herein but used in this RFP shall bear the same meaning as set out in Volume III - Draft PPP Agreement).

The headings in Instructions to Bidders, including the table of contents, are for convenience of reference only and not for purposes of construction or interpretation of the Instructions to Bidders.

| TERM | DEFINITION |
|---|--|
| Acceptable International Credit Rating | <p>With respect to a person or instruments issued by such person,</p> <p>(a) in relation to such a person, that is rated A- or higher by S&P, A3 or higher by Moody's or A- or higher by Fitch; and</p> <p>(b) in relation to such an instrument, that is rated A- or higher by S&P, A3 or higher by Moody's or A- or higher by Fitch,</p> <p>provided that where a person or any instrument is rated by more than one of S&P, Moody's or Fitch, then the lowest rating will apply for determining whether the person or instrument has an Acceptable International Credit Rating.</p> |
| Acceptable Pakistan Credit Rating | <p>With respect to a person or instruments issued by such person:</p> <p>(a) in relation to such a person, that is rated AA+ or higher by PACRA or AA+ or higher by VIS; and</p> <p>(b) in relation to such an instrument, that is rated AA+ or higher by PACRA or AA+ or higher by VIS,</p> <p>provided that where a person or any instrument is rated by more than one of PACRA or VIS, then the lowest rating will apply for determining whether the person or instrument has an Acceptable Pakistan Credit Rating.</p> |
| Acceptance of Notification of Award | <p>Has the meaning given to it in Clause 8.3.3 of the Instructions to Bidders.</p> |
| Affiliate | <p>With respect to a person (being the Bidder, or where the Bidder is a Consortium, each Consortium Member), means:</p> <p>(a) any company or entity that directly or indirectly Controls or is Controlled by, or is under common Control with a Bidder (or where</p> |

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| | <p>the Bidder is a Consortium, a Consortium Member);</p> <p>(b) any director, senior executive or manager either of such Bidder (or where the Bidder is a Consortium, a Consortium Member) or of any company or entity referred to in paragraph (a) above;</p> <p>(c) any consultant, agent or representative supporting such Bidder (or where the Bidder is a Consortium, a Consortium Member) in connection with the Project (including the Bidding Process for the Project); and / or</p> <p>(d) any person with an aggregate ultimate beneficial interest in at least five percent (5%) of the share capital or ownership interest in a Bidder (or where the Bidder is a Consortium, a Consortium Member) (howsoever held).</p> |
| Applicable Evaluation Documents | The laws and documents subject to which the Evaluation Criteria contained in Clause 6.2.4 read with Annexure B (<i>Evaluation Criteria</i>) of Part 4 (<i>Annexures</i>) of Volume I (<i>Bidding Procedure</i>) of this RFP shall be applied to the Bids, which include: (a) the Balochistan PPP Act; (b) the Balochistan PPP Rules; and (c) any applicable orders, notifications, instructions, guidelines, regulations or instruments issued under the Balochistan PPP Act and the Balochistan PPP Rules; and (d) the RFP. |
| Applicable Laws | Has the meaning given to it in the PPP Agreement. |
| Balochistan PPP Act | The Balochistan PPP Act, 2021 (Act No. XXV of 2021). |
| Balochistan PPP Authority | The Balochistan PPP Authority established under Section 8 (<i>Establishment of the Balochistan Public Private Partnership Authority</i>) of the Balochistan PPP Act. |
| Balochistan PPP Rules | The Balochistan Public Private Partnership Rules, 2022. |
| BECL | Balochistan Energy Company Limited. |
| Best Evaluated Bid | A Bid which is determined to be the ‘ <i>best evaluated bid</i> ’ for the award of Concession in terms of the requirements of the Applicable Evaluation Documents and the Evaluation Criteria contained in Clause 6.2.4 read with Annexure B (<i>Evaluation Criteria</i>) of Part 4 (<i>Annexures</i>) of Volume I (<i>Bidding Procedure</i>) of this RFP. |
| Bid | The proposal (constituting the Technical Proposal and Financial Proposal) submitted by a Bidder in response to the RFP, which is prepared and submitted in accordance with this RFP. |

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| Bidder | An Interested Party, that has submitted Bid in response to the RFP, either individually or as a Consortium. |
| Bidding Forms | The forms provided in Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of the RFP, that are required to be submitted with the Technical Proposals and the Financial Proposals. |
| Bidding Process | The competitive bidding process being conducted for the selection of the Successful Bidder for the award of the Concession for the Project. |
| Bid Price | The net present value of dividend (<i>as quoted in Form Fin 4 – Quotation of Dividend</i>) derived from the quoted free equity stake (<i>as quoted in Form Fin 3 – Quotation of Free Equity Stake</i>) for GoB. |
| Bid Security | Has the meaning given to it in Clause 5.7.1 of the Instructions to Bidders. |
| Bid Submission Date | The last date for submission of Bids as specified in the Data Sheet. |
| Bid Validity Period | The period of <i>ninety (90)</i> days starting from the Bid Submission Date, as may be extended from time to time as per the Applicable Evaluation Documents. |
| Co-Implementing Agency | Balochistan Energy Company Limited (BECL). |
| Concession | Has the meaning given to it in the PPP Agreement. |
| Concession Documents | The PPP Agreement with appendices. |
| Concession Period | Has the meaning given to it in the PPP Agreement. |
| Consortium | A Bidder comprised of two (2) or more Consortium Members, formed to submit the Bid. |
| Consortium Member(s) | Each member of a Consortium, including the Lead Member. |
| Consortium Undertaking | The consortium undertaking to be submitted by a Bidder, in case the Bidder is a Consortium, in accordance with the requirements of the RFP (including Annexure D (<i>Requirements for Consortium Undertaking</i>) of the Part 4 (<i>Annexures</i>) of Volume I (<i>Bidding Procedures</i>) of the RFP. |
| Construction | Has the meaning given to it in the PPP Agreement. |

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| Performance Security | |
| Construction Performance Security Expiry Date | Has the meaning given to it in the PPP Agreement. |
| Data Sheet | The data sheet provided in Clause 3 (<i>Data Sheet</i>) of the Instructions to Bidders. |
| Eligible Countries | All countries of the world with whom Islamic Republic of Pakistan has commercial / trade relations and which are not subject to sanctions imposed by the United Nations Security Council. |
| Financial Proposal | The financial proposal (including all forms, documents and information required in terms of the RFP and submitted therewith), submitted by a Bidder as part of its Bid pursuant to the RFP. |
| Implementing Agency | The Balochistan Public Private Partnership Authority |
| Integrity Pact | Has the meaning given to that term in Clause 9.3 (<i>Integrity Pact</i>) of the Instructions to Bidders. |
| Interested Party | A person who has obtained the RFP in the manner as specified in the Letter of Invitation. |
| Lead Member | Has the meaning given to it in Clause 2.12(b) of the Instructions to Bidders. |
| Letter of Invitation | The letter of invitation issued by the Implementing Agency and attached with the RFP. |
| LPG Testing Lab | Has the meaning given to it in the PPP Agreement. |
| Minimum Credit Rating | Means either the Acceptable International Credit Rating or the Acceptable Pakistan Credit Rating. |
| Notification of Award | The notification of award to be issued by the Implementing Agency to the Successful Bidder as per Clause 8.3.1 of the Instructions to Bidders. |
| O&M Performance Security | Has the meaning given to it in the PPP Agreement. |
| PKR | Pakistani Rupees, the lawful currency of the Islamic Republic of |

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| | Pakistan. |
| PPP | Public Private Partnership. |
| PPP Agreement | The agreement titled “PPP Agreement” attached in Volume III (<i>PPP Agreement and Appendices</i>) of the RFP. |
| Project | Has the meaning given to it in the PPP Agreement. |
| PST | Pakistan Standard Time. |
| RFP | The Request for Proposals document issued by the Implementing Agency and the Co-Implementing Agency in relation to the Project, containing the documents specified in Clause 4.1.1 of the Instructions to Bidders, and includes any amendments and / or modifications thereto. |
| Site | Has the meaning given to it in the PPP Agreement. |
| Successful Bidder | Has the meaning given to it in Clause 6.2.5 of the Instructions to Bidders. |
| Scope of Work | Meaning the works that the Concessionaire would have to perform during the Construction Period and O&M Period under the terms of the PPP Agreement and a description of such works is provided in Volume II of this RFP. |
| Technical Proposal | The technical proposal (including all forms, documents and information required in terms of the RFP and submitted therewith), submitted by a Bidder as part of its Bid pursuant to the RFP. |
| TFEC / Evaluation Committee | The technical and financial evaluation committee formed in accordance with the Applicable Laws. |

1. GENERAL

1.1 INTRODUCTION

The Implementing Agency, along with the Co-Implementing Agency, intends to engage a private party on PPP mode to establish, operate and maintain LPG Testing Lab in Taftan, Balochistan under Public Private Partnership Mode via design, build, finance, operate and maintain (DBFOM) modality. It is envisaged that in the future the **LPG Testing Lab may also conduct tests of other types of energy fuels** and related items, including those regulated by the Energy Department, Government of Balochistan, and also those for which permissions / licenses / NOCs may be required from the concerned regulator under the Applicable Laws, as deemed viable by the Concessionaire, and upon receipt of approval by the Implementing Agency. **The Concessionaire may also be allowed to establish, operate and maintain additional LPG Testing Labs at other locations in Balochistan** in accordance with the terms of the PPP Agreement.

Technical details including the project scope can be examined in Volume II of this Request for Proposals (“RFP”).

This RFP is being issued as a part of the competitive selection process to invite the Bidders to submit its Bid with the intent to enter into a PPP Agreement for the Project.

All risks and obligations of the Implementing Agency and the Successful Bidder shall be in accordance with the RFP (including the Concession Documents) and the Bidders shall be deemed to have full and complete understanding of the risks relating to the Project and their allocation, as set out in the RFP (including the Concession Documents).

By submitting the Bid, the Bidder acknowledges the acceptance of all tax related obligations. The bidder’s obligations with regards to taxation are clearly identified in the PPP Agreement. For the sake of clarity, the bidder shall be required to pay all the taxes, duties, levies, stamp duties, rents, and other charges payable to any local government, provincial or federal government (as applicable) and it would not be allowed to seek any support from the Implementing Agency if it was unaware or ignorant of any taxes, duties, levies, stamp duties, rents, and other charges.

The Implementing Agency does not make any representation or warranty, express or implied, as to the accuracy or completeness of such information, or any information on which this RFP is based, or any other background or reference information or documents prepared and made available to the Bidders, and any liability related to such information is hereby expressly disclaimed.

Before submitting the Bids, the Bidders should carefully examine all the information provided in the RFP (including the Concession Documents).

1.2 OVERVIEW OF THE PROCUREMENT PROCESS

For the purposes of the Project, the Implementing Agency has issued the RFP for conducting the Bidding Process for the selection of a Successful Bidder for the award of the Concession, in accordance with the requirements of the Applicable Evaluation Documents.

In terms of the Applicable Evaluation Documents, the *single stage two envelope* bidding procedure has been adopted. A Bidder whose Bid is determined to be the Best Evaluated Bid, shall be awarded the Concession.

1.3 INDICATIVE SCHEDULE

The indicative timelines in relation to the Bidding Process for the Project (as may be amended by the Implementing Agency in its discretion) are as follows:

| Activity | Date (<i>Tentative</i>) |
|--|--|
| Issuance of RFP | June 14, 2024 |
| Release Amended Bidding Documents (if required) | As required. |
| Site Visit (Taftan, Balochistan) <i>Bidders who intend to undertake the site visit to Taftan with facilitation by GoB must register with BPPPA by June 25, 2024 for visit to the site through email.</i> <i>Bidders may also visit the site on their own depending on their available schedule, upon intimation to BPPPA.</i> | June 26, 2024 |
| Deadline for Clarifications | 07 days prior to the Bid Submission Date |
| Bid Submission Date & Opening of Technical Proposals | July 09, 2024 |
| Technical Bid Evaluation Report AND Invitation to the bidders pre-qualified for opening of Financial Bids | Within 14 days of opening of Technical Proposal |
| Opening of Financial Proposals | Within 07 days of the Technical Bid Evaluation Report |
| Announcement of Bid Evaluation Results | Within 07 days of the Opening of Financial Proposal |
| Negotiation and Award of Project to Successful Bidder | Within 15 days of the Announcement of Bid Evaluation Results |
| Signing of the PPP Agreement | Within 10 days of successful Award of the Project |

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| Due Diligence, Design and Construction Period | 01 Year |
| Operation & Maintenance Period | 10 Years of Operations and Maintenance Period, extendable by 10 Years. |

* In the event of any public holiday (including a gazetted holiday) occurring on the above-mentioned dates, the immediately succeeding business day will be considered as the day on which the respective milestone shall take place.

2. ELIGIBLE BIDDERS

2.1 GENERAL REQUIREMENTS

2.1.1 A Bid received from a Bidder, shall only be considered for further evaluation in accordance with the requirements of the Applicable Evaluation Documents, if the criteria, as set out in Annexure A (*Basic Eligibility Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP, is satisfied. Any non-compliant Bid shall be rejected by the TFEC.

2.1.2 For the purposes of the RFP, a Bid may be submitted by a single entity or a Consortium. In case a Bid is submitted by a Consortium:

- (a) all members of the Consortium shall be jointly and severally liable in respect of their obligations in relation to the Project;
- (b) while there is no restriction on the number of members in a Consortium, one (1) member of the Consortium shall be nominated as being in-charge and shall act the lead member (the “**Lead Member**”) who shall have the authority to represent and irrevocably bind the Consortium in all matters connected with the Bidding Process, conduct all business for and on behalf of any and all Consortium Members during the Bidding Process, and in case the Consortium is awarded the Project, finalize the Concession Documents.

This authorization shall be evidenced by submitting a power of attorney in the form and substance as set out in Part B (*Power of Attorney for Appointment of Lead Member*) of Bidding Form T2 (*Form of Power of Attorney*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, signed by legally authorized signatories of all the Consortium Members, appointed pursuant to the power of attorney in Part A (*Power of Attorney to Authorize a Person to Sign the Documents*) of Bidding Form – T2 (*Form of Power of Attorney*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP; and

- (c) the Bid shall contain a formal executed copy of the Consortium Undertaking complying with the laws of Pakistan and the requirements indicated in Annexure D (*Requirements for Consortium Undertaking*) and specifically appointing the Lead Member of the Consortium and identifying the roles of each Consortium Member. Following the Bid Submission Date, there shall be no change in the composition of the Consortium, by addition/withdrawal of a Consortium Member or change in percentage shareholding of any Consortium Member, except as may be permitted by the Implementing Agency in accordance with the Concession Documents.

2.1.3 Each Bidder shall authorize a representative who shall have the authority to represent and irrevocably bind the Bidder in all matters connected with the Bidding Process, conduct all business for and on behalf of Bidder during the Bidding Process, and in case the Bidder is awarded the Project, finalize the Concession Documents. Such authority shall be in the form of a power of attorney in favour of the authorized representative in the form attached as Part A (*Power of Attorney to Authorize a Person to Sign the Documents*) of the Bidding Form – T2 (*Form of Power of Attorney*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP.

2.1.4 A Bidder (including any Consortium Member) shall not have a conflict of interest. All Bidders

(including any Consortium Members) found to have a conflict of interest shall be disqualified. The Implementing Agency will take appropriate actions to manage such conflicts of interest, which may include rejecting the Bid if it determines that a conflict of interest may affect the integrity of the Bidding Process.

The circumstances giving rise to a conflict of interest for the purposes of the Bidding Process have been set out in *Annexure A (Basic Eligibility Criteria) of Part 4 (Annexures) of Volume I (Bidding Procedure) the RFP* and such circumstances are not exhaustive. The Implementing Agency shall be the sole determinant of whether the conflict constitutes a conflict of interest.

- 2.1.5 A Bidder (or any Consortium Member) which has been declared ineligible or has been blacklisted by any of its employers, any Federal or Provincial governmental or non-governmental department / agency in Pakistan, or any other provincial government / governments of any foreign countries or their governmental bodies as at the Bid Submission Date or thereafter, shall not be considered.
- 2.1.6 Each Bidder (including a Consortium Member) shall indemnify the Implementing Agency, fully in respect of any damage, cost, penalty or expense of any kind incurred by such person arising from a Bidder's or its representative (including a Consortium Member's or its representatives) breach of its obligations under the RFP.
- 2.1.7 A Bidder may undertake the works and / or services as contemplated in the RFP (including the Concession Documents), either itself or may sub-contract the same in accordance with the requirements set out in the RFP (including the Concession Documents). For any part of the scope of works for the Project, which the Bidder intends to sub-contract, the Bidder shall give details of the name and nationality of the proposed contractor, including the entities which are part of the proposed contractor. The proposed contractor can be single entities or may comprise a consortium. In addition, the Bidder shall include in its Bid, information establishing compliance of the proposed contractor (in case of a consortium, the consortium members) with the requirements specified in *Annexure A (Basic Eligibility Criteria) of Part 4 (Annexures) of Volume I (Bidding Procedure) the RFP*.
- 2.1.8 The Bidder shall be responsible for ensuring that any proposed contractor (including its representative(s)) complies with the requirements of RFP (including the PPP Agreement) and the Applicable Laws. The engagement of the proposed contractors for the Project shall not absolve a Bidder from its obligations under the RFP (including the Concession Documents) and the Applicable Laws.
- 2.1.9 Bidders are encouraged to submit their respective Bids after visiting the Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to Site, handling and storage of materials, weather data, the general and local conditions associated with implementing the Project and any other matter considered relevant by them. The costs and permission(s) (if any) for the purposes of visiting such Site shall be at the Bidder's own expense and liability. The Bidder(s) shall be required to seek prior written permission of the Implementing Agency and/or the Co-Implementing Agency for visiting such Site(s). Regardless of the Bid and outcome of the Bidding Process, the Implementing Agency shall not be liable in any manner for any costs incurred as a result of such visit(s).

In addition to the Site visits by the Bidders, the Implementing Agency shall invite the Bidders for a Site visit to be conducted by the Implementing Agency and/or the Co-Implementing Agency at a

date and time as may be communicated to all Bidders.

- 2.1.10 A Bidder or any of its representatives, personnel or agent may enter the Site(s) where the works and services in relation to the Project are to be performed and undertaken, only upon the express condition that the Bidder, its representatives, its personnel and agents will release and indemnify the Implementing Agency and its representatives, personnel and agents from and against all liability in respect thereof, and the Bidder will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 2.1.11 A Bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information or documentation required by the RFP may result in the rejection of the Bid.
- 2.1.12 A Bidder must fill out and submit all forms given in this RFP, provided that, in case a certain form requested in this RFP is inapplicable to / on a Bidder, the form should be marked "Not Applicable" and be submitted as part of its Bid along with reasons explaining the same. In the event fails comply with the above, its Bid may be declared non-responsive.

3. DATA SHEET

The following specific data shall supplement the provisions in the Instructions to Bidders.

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| 1. | Address for seeking clarifications on the RFP | Designation: CEO, BPPPA Address: Bungalow No. 49 - A, Jinnah Town, Samungli Road, Quetta. Phone No.: 081-9202723 Email: procbpppa@gmail.com, Website(s): https://bpppa.balochistan.gov.pk Requests for clarifications to be sent to the following email addresses: procbpppa@gmail.com, Subject of email to be Attn: RFP [<i>Name of Bidder</i>]. |
| 2. | Address for submission of Bids | Designation: CEO, BPPPA Address: Bungalow No. 49 - A, Jinnah Town, Samungli Road, Quetta. Phone No.: 081-9202723 |
| 3. | Address for opening of Bids | Address: Bungalow No. 49 - A, Jinnah Town, Samungli Road, Quetta. |
| 4. | Site Visit Date (Taftan, Balochistan) | June 26, 2024 <i>Bidders who intend to undertake the site visit to Taftan with facilitation by GoB must register with BPPPA by June 25, 2024 for visit to the site.</i> <i>Bidders may also visit the site on their own depending on their available schedule, upon intimation to BPPPA.</i> |
| 5. | Bid Submission Date | 12.00 PST (12 p.m.) on July 09, 2024 |
| 6. | Bid Opening Date (Technical Proposals only) | 13.00 PST (1 p.m.) on July 09, 2024 |
| 7. | Name of Project | Establishment, operation and maintenance of LPG Testing Lab in Taftan, Balochistan under Public Private Partnership Mode via Design, Build, Finance, Operate and Maintain (DBFOM) modality |

| | | |
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| 9. | Performance Security | <p>i) Construction Performance Security: PKR 30,000,000/- (Pakistani Rupees Thirty Million only); and</p> <p>ii) O&M Performance Security: PKR 20,000,000/- (Pakistani Rupees Twenty Million only).</p> <p>Both issued in the form of irrevocable bank guarantees to be renewed an annual basis as per Annexure C (<i>Form of Performance Security</i>) of Part 4 (<i>Annexures</i>) of Volume I (<i>Bidding Procedure</i>) of this RFP.</p> |
| 10. | Bid Security | <p>PKR 10,000,000/- (Pakistani Rupees Ten Million only), issued in the form of an irrevocable, bank guarantee as per Bidding Form T6 (<i>Form of Bid Security</i>) of Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of this RFP.</p> <p>The Bid Security must be enclosed in the ‘TECHNICAL PROPOSAL’ envelope. In case of non-compliance, the Bid shall be rejected.</p> |
| 12. | Location | Taftan, Balochistan and such other locations as deemed viable by the Concessionaire, and upon receipt of approval from the Implementing Agency. |
| 13. | Products | LPG and other types of energy fuels and related items, including those regulated by the Energy Department, Government of Balochistan, and also those for which permissions / licenses / NOCs may be required from the concerned regulator under the Applicable Laws, as deemed viable by the Concessionaire, and upon receipt of approval from the Implementing Agency. |
| 15. | Implementing Agency | BPPPA |
| 16. | Co-Implementing Agency | BECL |
| 17. | Bid Language | English |
| 18. | Bid Validity | Ninety (90) days from the Bid Submission Date |
| 20. | Construction Period (tentative) | 1 Year |
| 21. | Operations and Maintenance Period | 10 Years of Operations and Maintenance Period, extendable by another 10 Years. |

4. RFP DOCUMENT

4.1 CONTENTS OF THE RFP

4.1.1 The RFP comprises the documents stated below and should be read in conjunction with any addendum issued in accordance with Clause 3.4 (*Amendment of RFP*) of the Instructions to Bidders.

(A) VOLUME I – BIDDING PROCEDURE

- (a) Part 1 – Instructions to Bidders.
- (b) Part 2 – Bidding Forms.
- (c) Part 3 – Bidding Documentary Requirements.
- (d) Part 4 – Annexures
 - (i) Basic Eligibility Criteria (Annexure A);
 - (ii) Evaluation Criteria (Annexure B);
 - (iii) Form of Construction Performance Security (Annexure C);
 - (iv) Requirements for Consortium Undertaking (Annexure D);
 - (v) Financial Model (Annexure E); and
 - (vi) Project Cost Schedule (EPC) (Annexure F).

(B) VOLUME II – PROJECT SCOPE

- (a) Part 1 – Project Description.
- (b) Part 2 – Scope of Works and Services - **Design And Construction, Equipment Procurement, Supply And Installation for the LPG Testing Lab** - This section sets forth minimum benchmark for the Design And Construction, Equipment Procurement, Supply And Installation for the LPG Testing Lab. Change(s)/upgrade(s) in design is/are acceptable, subject to such changes being explicitly mentioned in the 'Annexure 1I: Deviations' with proposed change and amended annexure attached in lieu of the provided annexure. BPPPA/BECL/GOB neither guarantee nor assume any responsibility regarding the correctness of the design and quantities provided in the Annexures (in this section mentioned below). Bidders shall identify any gap(s) therein and address the same with their own plausible submission keeping in view the best interest of the Project along with the cost considerations. In case of any conflict between the directions provided in the Annexures (in this section mentioned below) and in the RFP, the directions provided in the RFP shall prevail.
 - (i) Annexure 1A: Not Used
 - (ii) Annexure 1B: Plot Plan
 - (iii) Annexure 1C: Residential Building Layout;
 - (iv) Annexure 1D: Testing Laboratory Layout;

- (v) Annexure 1E: Permanent Bench Mark;
 - (vi) Annexure 1F: Fire Fighting Network;
 - (vii) Annexure 1G: Projects Being Executed;
 - (viii) Annexure 1H: Technical Support Services;
 - (ix) Annexure 1I: Deviation;
 - (x) Annexure 2A: Specification - Piping;
 - (xi) Annexure 2B: Specification - Packing and Protection of Equipment;
 - (xii) Annexure 2C: Specification - Welded Steel Storage Tanks;
 - (xiii) Annexure 2D: Specification – Water Pump Package;
 - (xiv) Annexure 2E: Basket Strainers;
 - (xv) Annexure 2F: Specification – Supply of pipes and piping items;
 - (xvi) Annexure 2G: Specification – Supply of Valves;
 - (xvii) Annexure 2H: Specification – Fabrication and Installation of Piping;
 - (xviii) Annexure 2I: Specification – Valve Installation;
 - (xix) Annexure 2J: Specification – Erection & Installation of Equipment;
 - (xx) Annexure 2K: Specification – Painting & Coating;
 - (xxi) Annexure 2L: Specification – Cold Applied Tape;
 - (xxii) Annexure 2M: Specification – Hydrotesting;
 - (xxiii) Annexure 2N: Specification – UPS;
 - (xxiv) Annexure 2O: Electrical Installation; and
 - (xxv) Annexure 2P: Specification - Transformer
- (c) Part 3 – Scope of Works and Services – Supply of Equipment for LPG Testing Lab and Technical Specification - This section represents minimum benchmark for the Design And Construction, Equipment Procurement, Supply And Installation for the LPG Testing Lab. Change(s)/upgrade(s) in design is/are acceptable, subject to such changes being explicitly mentioned in the ‘Annexure 1G: Deviations’ with proposed change and amended annexure attached in lieu of the provided annexure. BPPPA/BECL/GOB neither guarantee nor assume any responsibility regarding the correctness of the design and quantities provided in the Annexures (in this section mentioned below). Bidders shall identify any gap(s) therein and address the same with their own plausible submission keeping in view the best interest of the project along with the cost considerations. In case of any conflict between the directions provided in the Annexures (in this section mentioned below) and in the RFP, the directions provided in the RFP shall prevail.

- (i) Annexure 1A: Supply of LPG testing equipment;
- (ii) Annexure 1B: Testing Laboratory Layout;
- (iii) Annexure 1C: Specification for LPG Testing Equipment;
- (iv) Annexure 1D: Project Executed by the (Sub)Contractor;
- (v) Annexure 1E: Technical Support Services;
- (vi) Annexure 1F: PM&QC;
- (vii) Annexure 1G: Deviations;
- (viii) Annexure 2A: RFQ for LPG Sampling Cylinders;
- (ix) Annexure 2B: RFQ for Fume Hoods;
- (x) Annexure 2C: RFQ for Diesel Generator;
- (xi) Annexure 2D: RFQ for Air Compressor;
- (xii) Annexure 2E: RFQ for Nitrogen Generator;
- (xiii) Annexure 2F: RFQ for Steam Generator;
- (xiv) Annexure 2G: RFQ for Glassware;
- (xv) Annexure 2H: RFQ for Bomb Cleaning Oven;
- (xvi) Annexure 2I: RFQ for Satellite Connection;
- (xvii) Annexure 2J: RFQ for RO Plant;
- (xviii) Annexure 2K: RFQ for Dispenser;
- (xix) Annexure 2L: RFQ for Utility Gas Cylinders.

(C) VOLUME III – PPP AGREEMENT AND APPENDICES

PPP Agreement with Appendices.

4.1.2 The Bidding Forms comprise the forms stated below and should be read in conjunction with any addendum issued in accordance with Clause 4.4 (*Amendment to RFP*) of the Instructions to Bidders:

(A) For the Technical Proposal:

- (a) Bidding Form T1 – Letter of Technical Proposal;
- (b) Bidding Form T2 – Form of Power of Attorney;
- (c) Bidding Form T3 – Form of Affidavit;
- (d) Bidding Form T4 – Basic Information Form;
- (e) Bidding Form T5 – Historical Non-Performance and Pending Litigation;

- (f) Bidding Form T6 – Form of Bid Security;
- (B) For the Financial Proposal
 - (a) Bidding Form F1 – Letter of Financial Proposal; and
 - (b) Bidding Form F2 – Financial Proposal Standard Form.
 - 1. Form Fin 1 – Financial Model
 - 2. Form Fin 2 – Project Cost Schedule
 - 3. Form Fin 3 – Quotation of Free Equity Stake
 - 4. Form Fin 4 – Quotation of Dividend

4.2 COMPLETENESS OF RFP

- 4.2.1 The Implementing Agency shall not be responsible for the completeness of the documents comprising the RFP and its addenda / corrigenda, if a Bidder has not obtained the same directly from the source(s) stated by the Implementing Agency in the Letter of Invitation.
- 4.2.2 Bidders are expected to carefully examine all instructions, forms and terms in the RFP and to furnish all information or documentation required pursuant to the RFP. Failure to comply with the requirements of Bid submission set out in the RFP will be at the Bidders' own risk and may result in the rejection of the Bid. Pursuant to Clause 7.2.3 (*Determination of Responsiveness of Bids*) of the Instructions to Bidders, Bids which are not responsive to the requirements of the RFP shall be rejected.

4.3 CLARIFICATIONS OF RFP

- 4.3.1 An Interested Party requiring any clarification pertaining to the RFP shall contact the Implementing Agency in writing, at address or through email provided in the Data Sheet or raise its enquiries during the Pre-Bid Meeting(s). The Implementing Agency will respond in writing to any request for clarification provided that such request is received no later than *Seven (07) days* prior to the Bid Submission Date. The response shall be communicated to all the Interested Parties. Should the Implementing Agency deem it necessary to amend the RFP as a result of a request for clarification, it shall do so following the procedure under Clause 4.4 (*Amendment of RFP*) of the Instructions to Bidders. No markup of the RFP (including the Concession Documents and / or other documents / instruments attached to the RFP) shall be accepted.

4.4 AMENDMENT OF RFP

- 4.4.1 At least 07 days prior to the Bid Submission Date, the Implementing Agency may amend the RFP by issuing an addendum / corrigendum.
- 4.4.2 Any addendum / corrigendum issued shall be part of the RFP. Such addendum / corrigendum shall be communicated to all the Bidders and shall be published in widely circulated *national* dailies and on the websites mentioned in earlier section of this RFP.

- 4.4.3 The Implementing Agency may, at its discretion, extend the Bid Submission Date in accordance with the Applicable Evaluation Documents, if it considers that as a result of issuance of any addendum / corrigendum, additional time will be required by the Bidders for preparation of their Bids.

5. PREPARATION OF BIDS

5.1 COSTS FOR BIDS

Bidders shall bear all costs associated with the preparation and submission of their Bids, including, without limitation, all costs and expenses relating to preparation of responses to any clarifications sought by the Implementing Agency in accordance with Clause 7.1.1 of the Instructions to Bidders. the Implementing Agency shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5.2 LANGUAGE OF THE BIDS

The Bid, and all correspondence and documents related to the Bid and the Bidding Process between the Bidder and the Implementing Agency shall be written in the English language. In case any document / information furnished by the Bidder is in a language other than English, it will need to be accompanied by an English translation (duly notarized by Notary Public and attested by Pakistan Embassy / Consulate in the country of origin, and once brought into Pakistan, to be attested / stamped by the Ministry of Foreign Affairs, Pakistan) of its pertinent passages for the purposes of interpretation of the Bid. In case of any discrepancy, the English translation shall prevail.

5.3 DOCUMENTS COMPRISING THE BID

- 5.3.1 The Bid shall comprise a Technical Proposal, containing the documents listed in Clause 5.4 (*Technical Proposal*) of the Instructions to Bidders, and a Financial Proposal, containing the documents listed in Clause 5.5 (*Financial Proposal*) of the Instructions to Bidders, each submitted simultaneously in separately sealed envelopes clearly marked “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” respectively, in accordance with manner provided herein.
- 5.3.2 Bidders are expected to carefully examine the RFP when preparing their Bids and use only the Bidding Forms specified in Clause 4.1.2 of the Instructions to Bidders. Bidding Forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. Any deviations / omissions / reservations from the formats provided in the RFP shall not be accepted and may form basis for the rejection of the Bid. Material deficiencies in providing the information requested may result in rejection of a Bid.
- 5.3.3 In case a document required to be submitted as part of the Technical Proposal, is submitted with the Financial Proposal; or a document required to be submitted with the Financial Proposal, is submitted with the Technical Proposal, it shall not be considered for evaluation and such document shall be considered as not submitted by the Bidder.

5.4 TECHNICAL PROPOSAL

- 5.4.1 The Technical Proposal shall demonstrate the Bidder’s unconditional acceptance of the complete scope of works and services under the RFP. Any material omission, reservation, deviation or condition attached in the Technical Proposal may cause the Bid to be rejected by TFEC as non-responsive. Under no circumstances shall the TFEC consider / accept a conditional Technical Proposal or a Financial Proposal.
- 5.4.2 The Technical Proposal submitted by the Bidder shall include the following information:

- (a) signed and filled out ‘Letter of Technical Proposal’, as set out in Bidding Form T1 (*Letter of Technical Proposal*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
- (b) authorization in the form of a power of attorney on behalf of the Bidder, and in case of a Consortium, each Consortium Member, authorizing its representative to sign the relevant documents as per the requirements of the RFP, on its behalf, in the format attached as Part A (*Power of Attorney to Authorize A Person to Sign the Documents*) of Bidding Form T2 (*Form of Power of Attorney*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
- (c) in case the Bidder is a Consortium, a power of attorney, to be executed by the authorized representatives of the Consortium Members, in favour of the Lead Member, to authorize it to represent and bind all Consortium Members, as set out in the form attached as Part B (*Power of Attorney to authorize the Lead Member*) of Bidding Form T2 (*Form of Power of Attorney*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
- (d) in case the Bidder is a Consortium, Consortium Undertaking prepared and executed based on the requirements set out in Annexure D (*Requirements for Consortium Undertaking*), of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP;
- (e) an affidavit from the Bidder (in case of Consortium, each Consortium Member), in the form and substance as set out in Bidding Form T3 (*Form of Affidavit*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
- (f) basic information form, in the form and substance as set out in Bidding Form T3 (*Basic Information Form*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
- (g) all the information, along with the documents evidencing compliance with the eligibility criteria for Bidders set out in Annexure A (*Basic Eligibility Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP;
- (h) following Bidding Forms, specified in Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, each prepared as per the requirements and containing the details specified therein:
 - (i) Bid Security, as set out in Bidding Form T6 (*Form of Bid Security*), in accordance with Section 5.7 (*Bid Security*) of the Instructions to Bidders;
 - (ii) Bidding Form T7 (*[Technical Forms to be submitted as part of Technical Proposal to be listed]*);
- (i) any other document required under the RFP.

5.4.3 The Technical Proposal shall not include any direct or indirect financial information relating to the Financial Proposal. Technical Proposal having such financial information shall be declared non-responsive.

5.5 **FINANCIAL PROPOSAL**

- 5.5.1 In preparing the Financial Proposals, Bidders are expected to fully understand the requirements and conditions set out in the RFP, including all contractual obligations of the Implementing Agency, the Co-Implementing Agency, and the Successful Bidder under the Concession Documents (as applicable) and the scope of works and services to be performed by the Bidder (as the Concessionaire) in relation to the Project.
- 5.5.2 Any omission, reservation, deviation or condition included in the Financial Proposal to the contrary shall cause the Bid to be rejected by TFEC as non-responsive. Under no circumstances shall TFEC consider / accept a conditional Financial Proposal.
- 5.5.3 The Financial Proposal submitted by the Bidder shall comprise the following:
- (a) signed and filled out Letter of Financial Proposal, as set out in Bidding Form F1 (*Letter of Financial Proposal*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
 - (b) information as required in the relevant forms as set out in Bidding Form F2 (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
 - (c) financial model with the working of the bidder and
 - (d) any other document required in the RFP.

5.6 CURRENCIES OF BID AND PAYMENT

- 5.6.1 All Bids and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistani Rupees (PKR).

5.7 BID SECURITY

- 5.7.1 The Bidder shall furnish, as part of the Technical Proposal, in a separately sealed envelope, a Bid Security equivalent to PKR 10,000,000/- (Pakistani Rupees Ten Million only) (the “**Bid Security**”). ***The Bid Security must be enclosed in the ‘TECHNICAL PROPOSAL’ envelope. In case of non-compliance, the Bid shall be rejected.***
- 5.7.2 The Bid Security shall be an irrevocable, bank guarantee in the form attached as Bidding Form T6 (*Form of Bid Security*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP.
- 5.7.3 The Bid Security shall be issued and maintained in PKR by a scheduled bank in Pakistan or a foreign bank outside Pakistan, in each case, having the Minimum Credit Rating at all times. Where the Bid Security is issued by a foreign bank outside Pakistan, such Bid Security shall be counter-guaranteed / confirmed by a scheduled bank in Pakistan (having the Minimum Credit Rating at all times).
- 5.7.4 Subject to Clause 5.8.2 of the Instructions to Bidders, the Bid Security shall be kept valid until twenty-eight (28) days following the Bid Validity Period:

Provided that, in the case of the Successful Bidder, the Bid Security shall be kept valid until replaced by the Construction Performance Security.

- 5.7.5 Any Bid not accompanied by a compliant Bid Security (as exclusively determined by the Implementing Agency / TFEC), shall be rejected by TFEC as non-responsive and the Bidder shall not be allowed to submit Bid Security at a later stage. The Bid Security issued by a foreign bank and not counter-guaranteed / confirmed from a local scheduled bank in Pakistan shall result in the rejection of the Bid.
- 5.7.6 Bidders are required to submit the original Bid Security with their original Technical Proposal. TFEC shall reject a Bid if only a photocopy of original Bid Security is attached with the original Technical Proposal and such Bid may not be further evaluated.
- 5.7.7 The Bid Security of the unsuccessful Bidders shall be returned on the earlier of: (a) the expiry of the Bid Validity Period; or (b) once the Successful Bidder signs the PPP Agreement.
- 5.7.8 The Bid Security of the Successful Bidder shall be returned as soon as reasonably possible once the Successful Bidder has signed the PPP Agreement pursuant to Clause 8.5 (*Signing of the PPP Agreement*) and has thereafter furnished the required Construction Performance Security pursuant to Clause 8.4 (*Performance Security*).
- 5.7.9 The Bid Security shall be forfeited:
- (I) if a Bidder:
 - (a) withdraws its Bid during the Bid Validity Period (except as provided in Clause 6.4.4 of the Instructions to Bidders);
 - (b) is found to be engaged in any corrupt and fraudulent practices;
 - (c) is found to be blacklisted by any agency of the Federal Government or any of the provincial governments;
 - (d) does not accept the arithmetical corrections of its Bid in accordance with Clause 7.2.2.4 of the Instructions to Bidders; and / or
 - (e) fails to fulfil its obligations under the RFP in terms thereof.
 - (II) if the Successful Bidder, as applicable:
 - (a) fails to sign the PPP Agreement, in accordance with Clause 8.5 (*Signing of the PPP Agreement*) of the Instructions to Bidders;
 - (b) fails to furnish Construction Performance Security pursuant to Clause 8.4 (*Performance Security*) of the Instructions to Bidders; and / or
 - (c) fails to comply with the requirements set out in the Notification of Award.
- 5.7.10 The Bid Security is required to protect the Implementing Agency against the risk of Bidder's conduct which would warrant the Bid Security's forfeiture, pursuant to Clause 5.7.9 of the Instructions to Bidders.

5.8 BID VALIDITY

- 5.8.1 Bids shall remain valid for the Bid Validity Period, as may be extended by the Implementing Agency in accordance with Clause 5.8.2 of the Instructions to Bidders. A Bid valid for a shorter period shall be rejected as being non-responsive.
- 5.8.2 In exceptional circumstances, prior to the expiration of the Bid Validity Period, the Implementing Agency may request all Bidders to extend the period of validity of their Bids. Any such request by the Implementing Agency with respect to extension of the Bid Validity Period and the response by the Bidder shall be in writing. The Bid Security requested in accordance with Clause 5.7 (*Bid Security*) of the Instructions to Bidders, shall also be extended accordingly for a corresponding period not exceeding the original Bid Validity Period. Extension of Bid Security may be requested upon the extension of Bid Validity Period. A Bidder may refuse the request following which such Bidder's Bid will be disqualified and its Bid Security shall be returned without forfeiture. A Bidder accepting the request shall not be required or permitted to modify its Bid.

5.9 MANNER OF SIGNING OF BID

- 5.9.1 The Bidder shall prepare one (01) original of the Technical Proposal and one (01) original of the Financial Proposal comprising the Bid as described in Clause 5.3 (*Documents Comprising the Bid*) of the Instructions to Bidders, and clearly mark each as "ORIGINAL – TECHNICAL PROPOSAL" and "ORIGINAL – FINANCIAL PROPOSAL", respectively, in addition to the instructions for marking stipulated in Clause 5.3 (*Documents Comprising the Bid*) of the Instructions to Bidders. The Bidder shall submit as "COPY" five (05) hard copies, printable softcopies (PDF), and editable soft copies (MS Word, MS Excel etc., as may be relevant). The **USBs** should be clearly marked "Technical Proposal" and "Financial Proposal" and placed in their respective envelopes containing the Technical Proposal and the Financial Proposal, marked as "ELECTRONIC COPY". In the event of any discrepancy between the original and the copies, the original shall prevail. The Bid Security is required to be submitted in a separate sealed envelope, within the envelope marked as "Technical Proposal".
- 5.9.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written power of attorney, as set out in Bidding Form T2 (*Form of Power of Attorney*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, as per the requirements set out in the Instructions to Bidders. This authorization must contain the name and position held by each person signing the authorization and name and position of the authorized signatory.
- 5.9.3 The hard copy of each Bid should be bound in the hard book binding form to avoid the possibility of removal or insertion of page(s). All pages of the Bid must be signed and stamped in original by the Bidder's authorized representative. All pages of the Bid must be numbered starting from the first page to the last. Any Bid not substantially adhering to these requirements may be rejected by TFEC.
- 5.9.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the Bidder's authorized representative signing the Bid.
- 5.9.5 *The Implementing Agency / TFEC reserves the right to reject a Bid which does not meet the requirements provided in Clause 5.9 (Manner of Signing of Bid) of the Instructions to Bidders.*

6. SUBMISSION AND OPENING OF BIDS

6.1 SEALING, MARKING AND SUBMISSION OF BIDS

- 6.1.1 In accordance with Clause 5.9.1 of the Instructions to Bidders, each Bid shall be in a separate envelope indicating the Bid as original or copy (clearly marked as “ORIGINAL” and “COPY”, as appropriate). The Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” and the Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL”. These two envelopes, in turn, shall be placed / sealed in an outer envelope bearing the address for Bid submission indicated in the Data Sheet. The outer envelope shall be clearly marked: “DO NOT OPEN, EXCEPT IN PRESENCE OF TFEC” and shall bear a warning not to open the envelope before the Bid Submission Date.

The outer envelope of the Financial Proposal shall bear a warning not to open the envelope before the Technical Proposal has been evaluated. Any Bidder (including a Consortium Member) who submits or participates in more than one (01) Bid shall be disqualified. The inner and outer envelopes of the Technical Proposal and the Financial Proposal shall bear the name of the Bidder and be addressed to the Implementing Agency and shall mention the name of the Project.

- 6.1.2 If all the envelopes are not sealed and marked as required, the Implementing Agency / TFEC shall not assume any responsibility for the misplacement or premature opening of the Bid. In case of such misplacement of Bids or premature opening of Bids which results in disclosure of any direct or indirect financial information prior to the scheduled opening of the Financial Proposal, the Bid shall be rejected by TFEC as non-responsive.
- 6.1.3 All Bidding Forms comprising part of the Technical Proposal and the Financial Proposal, as specified in the RFP, are to be properly completed and signed, subject to Clause 2.1.12 (*General Requirements*) of the Instructions to Bidders. No alteration is to be made in the Letter of Financial Proposal, Letter of Technical Proposal or in the Bidding Forms, except in filling up the blanks as directed. If any alteration is made or if these instructions have not been fully complied with, the Bid shall be rejected.
- 6.1.4 Bids shall be submitted by the Bidders: (i) through courier / express mail; or (ii) by hand at the address indicated in the Data Sheet.

6.2 DEADLINE FOR SUBMISSION

- 6.2.1 Bids must be received by the Implementing Agency no later than the Bid Submission Date at the address provided in the Data Sheet.
- 6.2.2 Bids received after the Bid Submission Date will be returned to the sender unopened. Bidders are responsible for ensuring that their Bids are timely submitted at the address provided in the Data Sheet. Any Bid or any document received by the Implementing Agency after the Bid Submission Date shall be declared late, rejected, and returned unopened to the Bidder.
- 6.2.3 No arrangements shall be made by the Implementing Agency with Bidders for collection of the Bids from any delivery point. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims for refund of any expense shall be entertained.
- 6.2.4 Where delivery of the Bid is by courier / express mail and Bidder wishes to receive an

acknowledgment of receipt of such Bid, the Bidder shall make a request for such acknowledgement in a separate letter (attached to but not included in) the sealed Bid.

6.2.5 The Implementing Agency may, at its discretion, extend the Bid Submission Date by issuing an addendum in accordance with Clause 4.4 (*Amendment of RFP*) of the Instructions to Bidders, in which case all rights and obligations of the Implementing Agency and the Bidders previously subject to the earlier Bid Submission Date shall thereafter be subject to extended Bid Submission Date.

6.2.6 Delays in the mail, delays of person(s) in transit, or delivery of a Bid to an incorrect location, shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to ensure delivery of its Bid in a timely manner to the address provided in the Data Sheet.

6.3 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS

6.3.1 Any Bidder may modify, substitute, or withdraw its Bid after submission provided that written notice, duly signed by the Bidder's authorized representative, for the modification, substitution or withdrawal is received by the Implementing Agency prior to the Bid Submission Date.

6.3.2 The notice for modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions applicable to the original Bid with additional marking of "MODIFICATION" or "SUBSTITUTION" on all envelopes in case of modification or substitution, or "WITHDRAWAL" on the envelope containing the notice, in case of withdrawal.

6.3.3 Withdrawal of a Bid during the interval between the Bid Submission Date and the expiration of the Bid Validity Period (or any extension thereof) thereof pursuant to Clause 5.8.2 of the Instructions to Bidders shall result in forfeiture of the Bid Security pursuant to Clause 5.7.9 of the Instructions to Bidders.

6.3.4 Bids requested to be withdrawn in accordance with Clause 6.3.1 of the Instructions to Bidders shall be returned unopened to the requesting Bidder(s) on the Bid Submission Date.

6.3.5 After the Bid Submission Date, no changes to the Concession Documents shall be permitted other than those requested by the Implementing Agency and agreed to by the Bidder and inclusion of details of the Successful Bidder (to whom the Concession is awarded) and any other information that was incomplete prior to the Bid Submission Date.

6.3.6 Bids submitted in response to the RFP by the Bidders shall be upon full understanding and agreement of all terms of the RFP (including the Concession Documents) and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP (including the Concession Documents).

6.4 OPENING OF BIDS

6.4.1 TFEC and the Implementing Agency shall conduct the opening of Technical Proposals on the same day as the Bid Submission Date at time and address provided in the Data Sheet, in the presence of Bidders' designated representatives who choose to attend.

6.4.2 If the Technical Proposal and the Financial Proposal are submitted together in one envelope, other than as specified in the Instructions to Bidders, TFEC may reject the entire Bid. If any document,

required to be submitted with the Technical Proposal, is submitted with the Financial Proposal, or if any document required to be submitted with the Financial Proposal is submitted with the Technical Proposal, such document shall not be considered for evaluation and may also form the basis of rejection of a Bid.

- 6.4.3 The Financial Proposals shall remain unopened and will be held in custody of the Implementing Agency until the specified time of their opening, as communicated by the Implementing Agency to the Bidders.
- 6.4.4 *First*, envelopes marked “WITHDRAWAL” shall be opened and read out and the inner envelope with the corresponding Bid shall not be opened but returned to the relevant Bidder. No Bid shall be withdrawn unless the corresponding withdrawal notice contains a valid authorization by the Bidder’s authorized representative to request the withdrawal and is read out during the Bid opening.
- 6.4.5 *Second*, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the substitute Technical Proposal and / or substitute Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which shall be returned to the relevant Bidder unopened. Only the substituted Technical Proposal, if any, shall be opened, read out, and recorded. Substituted Financial Proposal, if any, will remain unopened in accordance with Clause 6.4.3 of the Instructions to Bidders. No Bid shall be substituted unless a valid authorization by the Bidder to request the substitution is submitted, is read out and is recorded during the Bid opening.
- 6.4.6 Next, outer envelopes marked “MODIFICATION” shall be opened. The original Technical Proposal shall be opened, read out, and recorded, followed by the opening, reading out and recording of the modification to the Technical Proposal. Any modification to the Financial Proposal shall remain unopened in accordance with Clause 6.4.3 of the Instructions to Bidders. No Bid shall be modified unless a valid authorization by the Bidder to request the modification is submitted, is read out and is recorded during the Bid opening.
- 6.4.7 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) the presence and value of the Bid Security;
 - (c) whether there is a modification or substitution; and
 - (d) any other details as the Implementing Agency may consider appropriate.
- 6.4.8 Only Technical Proposals which are read out and recorded during the Bid opening shall be considered for evaluation as per the requirements of the RFP. No Bid shall be rejected at the time of opening of Technical Proposals except for late Bids, in accordance with Clause 6.2.2 of the Instructions to Bidders.
- 6.4.9 TFEC shall prepare a record of the opening of Technical Proposals, that shall include, as a minimum: the name of the Bidder, presence or absence and the value of Bid Security and whether there is a withdrawal, substitution, or modification. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. The omission of a Bidder’s signature on the attendance sheet

shall not invalidate the contents and effect of the record.

- 6.4.10 At the end of the evaluation of the Technical Proposals, TFEC shall invite Bidders who have submitted responsive Technical Proposals pursuant to the requirements of the RFP and who have been determined to be technically qualified for award of Concession to attend the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals shall be notified in writing by the Implementing Agency.
- 6.4.11 The Implementing Agency shall notify in writing at any time prior to the opening of the Financial Proposals, the Bidders who have been rejected on the grounds of their Technical Proposals not being responsive to the requirements of the RFP. Such Bidders shall be required to collect their Financial Proposals unopened from the Implementing Agency on the date notified by the Implementing Agency.
- 6.4.12 TFEC shall conduct the opening of Financial Proposals of all Bidders who have technically qualified, in the presence of Bidders' representatives who choose to attend the opening, at the address, date and time specified by the Implementing Agency. The Bidders' representatives who are present shall be requested to sign an attendance sheet/ register evidencing their attendance.
- 6.4.13 Financial Proposals of the Bidders shall be opened one at a time and the following shall be read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Price; and
 - (d) any other details as the Implementing Agency may consider appropriate.
- 6.4.14 Only the Financial Proposals which are read out and recorded during the opening of Financial Proposals shall be considered for evaluation. No Financial Proposal shall be rejected at the time of opening of Financial Proposals.
- 6.4.15 TFEC shall prepare a record of the opening of Financial Proposals that shall include, as a minimum: the name of the Bidder and the Bid Price. The Bidders' representatives who are present shall be requested to sign the attendance sheet. The omission of a Bidder's signature on the attendance sheet shall not invalidate the contents and effect of the record.

7. CLARIFICATION AND EVALUATION OF BIDS

7.1 CLARIFICATION OF BIDS

- 7.1.1 To assist in the examination, evaluation and comparison of the Technical Proposals and / or Financial Proposals, TFEC may, at its discretion, ask the Bidders for any clarification, additional information or supporting documentation in respect of any matter associated with the documentation submitted by the Bidders in their Bids. Any such request and the response shall be in writing. No change in the Bid Price in the Financial Proposals or substance of the Bid shall be sought, offered or permitted except to confirm the correction of arithmetic errors discovered by TFEC in the evaluation of the Bids, in accordance with Clause 7.2.2.4 of the Instructions to Bidders.
- 7.1.2 If a Bidder does not provide clarifications of the information requested by the date and time set in TFEC's request for clarification, its Bid shall be rejected.

7.2 EVALUATION OF BIDS

- 7.2.1 During the evaluation of Bids, the following definitions shall apply:

- (a) "Deviation" is a departure from the requirements specified in the RFP;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
- (c) "Omission" is the failure to submit part, or all of the information or documentation required in the RFP.

7.2.2 PRELIMINARY EXAMINATION OF BIDS

- 7.2.2.1 Prior to the detailed evaluation of Bids pursuant to Clause 7.2.3 (*Determination of Responsiveness of Bids*) of the Instructions to Bidders, TFEC shall examine each Bid to determine whether:
- (a) the Bid is complete and does not deviate from the scope of works and services to be performed in relation to the Project;
 - (b) any computational errors have been made;
 - (c) required sureties (including the Bid Security) have been furnished;
 - (d) documents have been properly signed;
 - (e) valid authorization(s) is / are present;
 - (f) the Bid is valid till the Bid Validity Period; and
 - (g) the Bidder is compliant with the basic eligibility requirements set out in Annexure A (*Basic Eligibility Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP.
- 7.2.2.2 Prior to conducting detailed evaluation of Bids pursuant to Clause 7.2.3 (*Determination of Responsiveness of Bids*) of the Instructions to Bidders, TFEC shall examine each Bid as follows, and a Bid may not be considered acceptable if:

- (a) it is unsigned; or
- (b) its validity is less than the Bid Validity Period.

7.2.2.3 Prior to the detailed evaluation of Bids pursuant to Clause 7.2.3 (*Determination of Responsiveness of Bids*) of the Instructions to Bidders, TFEC shall examine each Bid as follows, and a Bid shall not be considered acceptable if:

- (a) it is not accompanied by a Bid Security;
- (b) it is received after the Bid Submission Date;
- (c) it is submitted through fax, email, or any other form of electronic transmission;
- (d) the Bidder refuses to accept arithmetic correction(s); or
- (e) it materially deviates from the requirements of the RFP.

7.2.2.4 During the evaluation of Financial Proposals, the Implementing Agency / TFEC shall correct arithmetical errors on the following basis:

- (a) the relevant input amount and the output (i.e., total) amount in any Bidding Form, due to any error in calculation, the relevant input amount shall prevail, and the output (i.e., total) amount shall be corrected; and
- (b) the words and figures, the amount in words shall prevail.

7.2.2.5 If the Bidder does not accept the corrected amount of the Bid, its Bid shall be rejected, and its Bid Security shall be forfeited.

7.2.3 **DETERMINATION OF RESPONSIVENESS OF BIDS**

7.2.3.1 TFEC shall determine the responsiveness of each Bid to the RFP. The Technical Proposals that conform to all the terms and conditions of the RFP without material deviations, reservations or omissions shall be declared responsive. A material deviation, reservation or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the works and services in relation to the Project as specified in the RFP; or
 - (ii) limit in any substantial way the Implementing Agency's rights or the Bidder's or the Successful Bidder's obligations under the RFP; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

7.2.3.2 TFEC's determination of a Bid's responsiveness may be based on the contents of the Bid itself without recourse to extrinsic evidence.

7.2.3.3 Any minor non-conformity or irregularity in a Technical Proposal that does not constitute a material

deviation, reservation or omission may be waived by the Implementing Agency or required by the Implementing Agency to be rectified, provided such waiver or rectification does not prejudice or affect unfairly the competitive position of other responsive Technical Proposals.

7.2.3.4 Provided that a Bid is substantially responsive, TFEC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

7.2.3.5 If a Technical Proposal is not substantially responsive to the requirements of the RFP, it shall be rejected by TFEC and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

7.2.3.6 A responsive Financial Proposal is one which meets the requirements of the RFP without any deviation, reservation or omission. No change in the Financial Proposals shall be allowed and shall be evaluated as per the information provided by the Bidders. A non-responsive Financial Proposal may not subsequently be made responsive by correction of the deviation, reservation, or omission.

7.2.4 **EVALUATION CRITERIA**

7.2.4.1 Bids of only those Bidders shall be considered who meet the basic eligibility criteria set forth in Annexure A (*Basic Eligibility Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP.

7.2.4.2 In addition, and subject to the requirements set out in Clause 7.2.2 (*Preliminary Examination of Bids*) and Clause 7.2.3 (*Determination of Responsiveness of Bids*) each of the Instructions to Bidders, the Bidders shall be evaluated against the evaluation criteria for the Technical Proposals and the Financial Proposals set out in Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP.

7.2.4.3 The TFEC shall attribute a technical score to responsive Technical Proposals.

7.2.4.4 Technical Proposals scoring less than 70 marks shall be rejected. The technical score shall be calculated as follows:

| SR. NO. | CRITERIA | WEIGHTAGE/ MARKS |
|---------|---------------------------|------------------|
| A. | Financial Soundness | 20 marks |
| B. | Experience of Bidder | 35 marks |
| C. | Methodology and Work Plan | 20 marks |
| D. | Key Professionals | 15 marks |
| E. | Site Visit | 10 marks |
| | Total | 100 marks |

For technical qualification, a Bidder must score at least 70 or more marks. The detailed technical

evaluation criteria for Technical Proposal is set out in Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP.

Bids will be evaluated on the basis of their combined technical score and financial score as set forth under the Technical Evaluation Criteria and Financial Evaluation Criteria. The weightage of the Technical Proposal and Financial Proposal is 70:30.

7.2.4.5 After complete evaluation of the Technical Proposals, the Financial Proposals of the Bidders who have been qualified technically, shall be evaluated as per the requirements set out in Volume I (*Bidding Procedure*) of the RFP.

7.2.5 **SUCCESSFUL BIDDER**

7.2.5.1 The Bidder who secures the highest marks based on the the combined Technical and Financial Evaluation Scoring shall be determined to be the Best Evaluated Bid in terms of the Applicable Evaluation Documents and shall be declared the Successful Bidder.

7.2.5.2 In the event it is determined that two (2) or more Bidders have been determined to be the Best Evaluated Bid, the Implementing Agency may require such Bidders to re-submit the revised Financial Proposals.

7.2.5.3 If a Financial Proposal, in the opinion of TFEC, is seriously unbalanced or is seen to unfairly exploit the evaluation mechanism, TFEC may require the relevant Bidder to produce detailed price analysis for any or all items of the Bid, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, taking into consideration the terms of payments, the Implementing Agency / TFEC may require the Bidder to rationalize the costs and / or terms of payments.

7.2.6 **THE IMPLEMENTING AGENCY'S RIGHT TO VERIFY DOCUMENTS**

The Implementing Agency retains the right to verify particulars regarding any information, statements and / or documents furnished with a Bid. Any Bidder found to be misrepresenting information may be disqualified at any stage of the Bidding Process and their Bid Security shall be forfeited.

8. AWARD OF CONCESSION

8.1 AWARD CRITERIA

- 8.1.1 Subject to Clause 8.2 (*Implementing Agency's Right to Accept / Reject Bids*), the Implementing Agency shall award the Concession to the Bidder whose Bid has been determined to be the Best Evaluated Bid in terms of the requirements of the Applicable Evaluation Documents.

8.2 IMPLEMENTING AGENCY'S RIGHT TO ACCEPT / REJECT BIDS

- 8.2.1 No Bid shall be considered to have been accepted, unless such acceptance is confirmed in writing and notified to the Successful Bidder by the Implementing Agency.
- 8.2.2 The Implementing Agency reserves the right to annul the Bidding Process and reject all Bids at any time prior to the issuance of the Notification of Award, without thereby incurring any liability from Bidders or providing any reason for rejection of the Bids. In case of such annulment, all Bids submitted and specifically, the Bid Security of all Bidders, shall be promptly returned to each respective Bidder. The decision of the Implementing Agency shall be final and binding and no correspondence shall be entered into with the Bidders.
- 8.2.3 The Implementing Agency shall not be responsible for, or pay for, any expenses or losses which may be incurred by any Bidder in the preparation of, or in connection with, its Bid.
- 8.2.4 Each Bidder fully waives off any and all rights to claim in respect of such expenses or losses and agrees to indemnify the Implementing Agency, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs or expenses of any kind incurred by any of them.

8.3 NOTIFICATION OF AWARD

- 8.3.1 Prior to expiration of the Bid Validity Period, the Implementing Agency shall notify the Successful Bidder through the Notification of Award that its Bid has been accepted.
- 8.3.2 The Implementing Agency shall, at least ten (10) business days prior to the issuance of the Notification of Award, publish results of the Bidding Process in the form of a report.
- 8.3.3 The Successful Bidder shall acknowledge and return the Notification of Award with its acceptance (the **Acceptance of Notification of Award**) within seven (07) days of the issuance of Notification of Award, failure of which may constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security.

8.4 CONSTRUCTION PERFORMANCE SECURITY

- 8.4.1 The Successful Bidder shall furnish to the Implementing Agency satisfactory Construction Performance Security and shall maintain the same in full force and effect until the Construction Performance Security Expiry Date, in each case, in accordance with the requirements of the Letter of Award, the PPP Agreement and the RFP.
- 8.4.2 Failure of the Successful Bidder to comply with the requirements of Clause 8.4.1 of the Instructions to Bidders shall constitute sufficient grounds for the termination of the PPP Agreement, forfeiture of its Bid Security, and annulment of the award. The Performance Security shall be encashed in

terms of the PPP Agreement.

8.5 SIGNING OF THE PPP AGREEMENT

- 8.5.1 The PPP Agreement shall be executed between the Implementing Agency and the Successful Bidder (as the concessionaire), within thirty (30) days of issuance of the Notification of Award or within such extended timeline as determined by the Implementing Agency in its sole discretion.
- 8.5.2 In case the PPP Agreement is not executed by the Successful Bidder within the aforesaid timeline, the Bid Security shall be encashed by the Implementing Agency and the award shall be cancelled, if such failure is due to reasons attributable to the Successful Bidder.

8.6 AWARD TO NEXT BEST EVALUATED BIDDER

- 8.6.1 In the event the Successful Bidder fails to comply with Clause 8.5 (*Signing of the PPP Agreement*) of the Instructions to Bidders, the Implementing Agency shall be entitled to revoke and terminate the Notification of Award and / or the Acceptance of the Notification of Award, as the case may be.
- 8.6.2 Thereafter, the Implementing Agency may issue (at its sole discretion) the Notification of Award to the Bidder whose Bid has been determined to be the second Best Evaluated Bid in terms of the RFP. Upon the issuance of the Notification of Award to the Bidder with the second Best Evaluated Bid, such Successful Bidder shall be required to comply with all the provisions set out in the RFP.

9. OTHER CONSIDERATIONS

9.1 CONFIDENTIALITY

- 9.1.1 Subject to Clause 9.1.3 of the Instructions to Bidders and Clause 4.3 (*Clarifications of RFP*), no Bidder shall contact the Implementing Agency / TFEC on any matter relating to its Bid from the time of Bid Submission Date.
- 9.1.2 Any attempt by a Bidder to influence the Implementing Agency / TFEC in relation to the Bidding Process may result in the rejection of its Bid and encashment of its Bid Security.
- 9.1.3 Notwithstanding Clauses 9.1.1 and 9.1.2 of the Instructions to Bidders, from the time of Bid opening to the time of award of the Concession, if any Bidder wishes to contact the Implementing Agency / TFEC on any matter related to the Bidding Process (including for the matters set out in Clause 4.3 (*Clarifications of RFP*)), it should do so in writing.
- 9.1.4 Information relating to the examination, clarification, evaluation and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Implementing Agency in relation to, or matters arising out of, or concerning the Bidding Process. The Implementing Agency will endeavour to treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Implementing Agency may not divulge any such information, unless it is directed to do so by any statutory entity that has the power under law to require its disclosure, is required under the Applicable Laws in Pakistan, or it is to enforce or assert any right or privilege of the Implementing Agency or a statutory entity.
- 9.1.5 All information supplied by the Implementing Agency in connection with this RFP, shall be treated as confidential and the Bidders shall not, without the prior written consent of the Implementing Agency, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by applicable law). Subject to the provisions of this RFP, the RFP shall remain the property of the Implementing Agency and is issued solely for the purpose of preparation and submission of the Bid in accordance herewith.
- 9.1.6 The RFP and every part of it and all other information provided by or on behalf of the Implementing Agency must be treated as private and confidential. Bidders shall not disclose the fact that they have been invited to submit a Bid or release details of the RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Bids.
- 9.1.7 Bidders shall not at any time release any information concerning the RFP and / or their Bids and / or any related documents and / or any discussion with the Implementing Agency in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the Implementing Agency.
- 9.1.8 Each Bidder undertakes to indemnify the Implementing Agency and to keep the Implementing Agency indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Clause 9.1 (*Confidentiality*).
- 9.1.9 Any Bid submitted in response to the RFP is submitted upon a full understanding and agreement

of terms of this Clause 9.1 (*Confidentiality*) and therefore the submission of the Bid in response to the RFP would be deemed as an acceptance to the said terms.

9.2 CORRUPT AND FRAUDULENT PRACTICES

9.2.1 The Implementing Agency / TFEC will reject a Bid if it determines that a Bidder (including any of its Affiliates) has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the Bidding Process and / or shall declare such Bidder ineligible, either indefinitely or for a stated period of time, to engage with the Implementing Agency.

9.2.2 “*Corrupt and fraudulent practice*” has the meaning given to that term in the Balochistan PPP Rules.

9.3 INTEGRITY PACT

9.3.1 The Successful Bidder shall sign and stamp a form of integrity pact, in the form and substance to be provided with the Notification of Award (the “**Integrity Pact**”). Failure to provide the Integrity Pact may result in the cancellation of the award.

9.4 GRIEVANCE REDRESSAL

9.4.1 Any Bidder, being aggrieved by any act or decision of the Implementing Agency / TFEC, may after the issuance of the RFP, lodge a written complaint to the “complaint redressal committee” constituted by the Implementing Agency in accordance with the Applicable Evaluation Documents. The mechanism for redressal of grievances of Bidders shall be as per the Applicable Evaluation Documents.

9.5 NO LOBBYING

9.5.1 The Bidders (including any member of the Consortium) will not attempt to communicate, directly or indirectly, with the Implementing Agency and / or the TFEC at any stage of the Bidding Process (including during the evaluation process), except as expressly permitted under this RFP, directed or permitted by the Implementing Agency, or except as may be required and permitted under another procurement process, project or other assignment, in which event the Bidder will not have any discussions regarding the Project.

9.5.2 The TFEC reserves the right to disqualify any Bidder that, in the TFEC’s opinion, has engaged in lobbying in connection with this Project.

PART 2

BIDDING FORMS

1. BIDDING FORMS

1.1 The Bidding Forms comprise the forms stated below. Each relevant form is required to be submitted with the Technical Proposal and the Financial Proposal, as applicable.

1.2 In case a document / Bidding Form required to be submitted as part of the Technical Proposal is submitted with Financial Proposal, or a document / Bidding Form required to be submitted with Financial Proposal is submitted with Technical Proposal, such document / Bidding Form shall not be considered for evaluation and such document / Bidding Form shall be considered as not submitted by the Bidder and may also form the basis of rejection of a Bid.

(A) For the Technical Proposal:

- (a) **FORM T1 – LETTER OF TECHNICAL PROPOSAL;**
- (b) **FORM T2 – FORM OF POWER OF ATTORNEY;**
- (c) **FORM T3 – FORM OF AFFIDAVIT;**
- (d) **FORM T4 – BASIC INFORMATION FORM;**
- (e) **FORM T5 – HISTORICAL NON-PERFORMANCE AND PENDING LITIGATION; and**
- (f) **FORM T6 – FORM OF BID SECURITY.**

(B) For the Financial Proposal:

- (a) **FORM F1 – LETTER OF FINANCIAL PROPOSAL; AND**
- (b) **FORM F2 – FINANCIAL PROPOSAL STANDARD FORM.**

A. TECHNICAL PROPOSAL BIDDING FORMS

BIDDING FORM T1 – LETTER OF TECHNICAL PROPOSAL

[Date]

To: *[Insert name of the Implementing Agency]*
 [Insert Address and Email details]

Re: *[Design, build, finance, operate and maintain]* of the *[insert name of the project]* project (the “Project”).

Dear [Sir/Madam],

Reference the Request for Proposals document issued on [●], by [insert name of the Implementing Agency] (the “**Implementing Agency**”), (the “**RFP**”) in relation to the Project.

We, *[Name of the Bidder]* hereby submit our Technical Proposal in conformity with the requirements of the RFP.

All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the RFP.

We, agree, confirm, undertake and declare that:

- (a) We have examined and have no reservations to the RFP, including Addenda No(s) / Corrigenda No(s).....
- (b) We, [including all Consortium Members,] fully and completely understand and accept the terms of the RFP and hereby undertake to comply with the requirements specified therein.
- (c) As security for due performance of the undertakings and obligations of this Bid, we submit unconditionally herewith a Bid Security equivalent to PKR 10,000,000/- (Pakistani Rupees Ten Million only) drawn in your favour or made payable to you and valid for a period [twenty-eight (28)] days beyond the Bid Validity Period. We confirm that the Bid Security has been issued and maintained in accordance with the requirements of the RFP.
- (d) We offer to perform and undertake the works and services in respect of the Project in conformity with the RFP (including the Concession Documents) without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the RFP, including the appendices / annexures attached to the RFP.
- (e) We, [including all Consortium Members,] and the proposed contractors as per the requirements of the RFP, respectively:
 - (i) have nationalities of Eligible Countries;
 - (ii) do not have any conflict of interest; and
 - (iii) have not been declared ineligible/blacklisted by any of our employers, by any Federal or Provincial governmental or non-governmental department / agency in Pakistan, as at the Bid Submission Date.

- (f) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of ninety (90) days from the Bid Submission Date in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) We understand that all the volumes, appendices / annexures attached to the RFP are integral part of the RFP.
- (h) We have reviewed and accepted the form of the PPP Agreement along with the appendices attached thereto (attached as Volume III (*PPP Agreement and Appendices*) to the RFP), and undertake to execute the same within the time period stipulated in Notification of Award.
- (i) We acknowledge that the Implementing Agency will be relying on the information provided in our Bid and the documents accompanying it to determine the Successful Bidder. We certify that all information provided in our Bid is true and correct and that nothing has been omitted which renders such information misleading.
- (j) We certify that in the last [five (05)] years, we have neither failed to perform any contract, as evidenced by imposition of a penalty by any arbitral or judicial authority or a judicial pronouncement or arbitration award, nor have we been expelled from any project or contract by any public authority, nor have we had any contract terminated by any public authority for breach by us or, if we are a Consortium, by any of our Consortium Members and the proposed contractors.
- (k) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the PPP Agreement (attached as Volume III (*PPP Agreement and Appendices*) to the RFP) is executed.
- (l) We are not participating as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the RFP.
- (m) We understand that the Implementing Agency may cancel the Bidding Process at any time for the Project and that the Implementing Agency is not bound to accept any Bid that it may receive, without incurring any liability from the Bidders.
- (n) We agree to permit the Implementing Agency, and any persons, representatives or auditors appointed and authorized by the Implementing Agency to inspect and audit our accounts, records and other documents relating to our Bid.
- (o) All the information submitted along with our Bid, including the enclosed forms and documents, is accurate in all respects.
- (p) We accept the right of the Implementing Agency to: (i) request additional information reasonably required to assess the Bid; (ii) amend the procedures and requirements or make clarifications thereof; and (iii) extend or amend the timelines as stipulated in the RFP.
- (q) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Implementing Agency by us or on our behalf, in connection with or arising out of the Bid are true, complete and accurate in all respects.
- (r) We hereby declare that all the information and statements made in this Bid are true and accept that any

misrepresentation contained in it shall lead to our disqualification, forfeiture of the Bid Security and / or our blacklisting by the Implementing Agency.

- (s) We, [including all Consortium Members,] have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Bid and the Project.
- (t) We undertake, if our Bid is accepted, and we sign the PPP Agreement, to furnish the Construction Performance Security as per the requirements of the RFP.
- (u) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Project.
- (v) We understand that the RFP has been issued by the Implementing Agency for the Project; and we undertake and confirm that if our Bid is accepted, we as the Successful Bidder (to be incorporated by us, in case the Project is awarded to us), as applicable, shall execute the PPP Agreement (including other Concession Documents) (attached as Volume III (*PPP Agreement and Appendices*) to the RFP and all other instruments as may be required to be executed in relation to the Project as per the requirements of the RFP.

Name

In the capacity of

Signed

..... (Seal)...

Duly authorized to sign the Bid for and on behalf of: (*Insert Name of the Bidder/names of all Consortium Members*)

Date

Witness # 1:

Witness # 2:

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

CNIC/Passport No.: _____

CNIC/Passport No.: _____

BIDDING FORM T2 – FORM OF POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *To be executed by each Bidder and in case the Bidder is a Consortium, by each Consortium Member, authorizing the relevant attorney to sign the required documents on its behalf. Such attorney may be the same person authorised to submit documents on behalf of the Bidder (or Consortium Member) or may be a separate person.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The Power of Attorney should comply with the requirements set out in Part 3 (Bidding Documentary Requirements) of Volume I (Bidding Procedure) of the RFP.*

KNOW ALL BY THESE PRESENTS, WE, _____ (name of the entity and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. (Name), son / daughter / wife of _____ holding [CNIC / Passport] Number _____ and presently residing at _____, who is presently employed with [us / [in case of Consortium, insert name of Consortium Member] and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the requirements of the request for proposals document issued on [●] (the “**RFP**”) by [insert name of the Implementing Agency] (“**the Implementing Agency**”) in relation to [design, build, finance, operate and maintain] of the [insert name of project] (the “**Project**”), including but not limited to signing and submission of all documents and providing information / responses to the Implementing Agency, representing us in all matters before the Implementing Agency, and generally dealing with the Implementing Agency in all matters in connection with our Bid for the Project.

We hereby ratify all prior and/ or future acts, deeds and things lawfully done or caused to be done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) pursuant to this Power of Attorney and we hereby agree that all prior and/ or future acts, deeds and things done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) shall, and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20____.

For & On Behalf of:

_____ (name of the entity)

By Its Duly Authorized Signatory

.....

(Signature)

(Name, Title and Address)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....

.....

NAME:

NAME:

CNIC / PASSPORT NUMBER:

CNIC / PASSPORT NUMBER:

ADDRESS:

ADDRESS:

SIGNATURE OF ATTORNEY

[NOTARISED]

.....

(Signature)

(Name, Title and Address of the Attorney)

B. POWER OF ATTORNEY TO AUTHORIZE THE LEAD MEMBER

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *This Power of Attorney for the appointment and authorization of Lead Member, is to be executed by the authorized representative of each Consortium Member (appointed pursuant to the power of attorney in Form A (Power of Attorney to Authorize a Person to Sign the Documents)).*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *The Power of Attorney should comply with the requirements set out in Part 3 (Bidding Documentary Requirements) of Volume I (Bidding Procedure) of the RFP.*

WHEREAS, the [insert name of Implementing Agency] (“**the Implementing Agency**”) has invited bids for the ‘[INSERT NAME OF PROJECT] (the “**Project**”) pursuant to the request for proposals document issued on [●] by the Implementing Agency (as amended from time to time) (the “**RFP**”);

WHEREAS, _____, _____ and _____ (each hereinafter referred to individually as a “**Consortium Member**” and collectively as “**Consortium Members**”) have formed a consortium (the “**Consortium**”) in accordance with the requirements of the RFP and have formed a consortium as per the requirements of the RFP;

AND WHEREAS, the Consortium Members issue this Power of Attorney for the appointment and authorization of the ‘**Lead Member**’ with all necessary powers and authority to represent and irrevocably bind all the Consortium Members in all matters connected with the Bidding Process and during execution of the relevant agreements in relation to the Project, in case the Consortium is awarded the Project.

KNOW ALL MEN BY THESE PRESENTS

WE, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Consortium Members, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process being conducted by the Implementing Agency pursuant to the RFP and to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Project, including but not limited to signing and submission of our Bid, all applications and other documents and writings, participate in conferences / meetings, respond to queries, submit information / documents, sign and execute contracts and undertakings including the Acceptance of Notification of Award, as applicable (if awarded the Project) and generally to represent the Consortium in all its dealings with the Implementing Agency and / or any other governmental agencies or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid and its acceptance by the Implementing Agency.

We hereby ratify all prior and future acts, deeds and things lawfully by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) pursuant to this Power of Attorney and we hereby agree that all prior and/ or future acts, deeds and things done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) shall, and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE THE ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20____.

For: _____

(Signature)

(Name, Title and Address)

For: : _____

(Signature)

(Name, Title and Address)

For: : _____

(Signature)

(Name, Title and Address)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....

.....

NAME:

NAME:

CNIC / PASSPORT NUMBER:

CNIC / PASSPORT NUMBER:

ADDRESS:

ADDRESS:

(Executants)

(To be executed by all the Consortium Members in favour of Lead Member)

BIDDING FORM T3 – FORM OF AFFIDAVIT

AFFIDAVIT
(this “Affidavit”)

Date: _____

[INSERT NAME OF IMPLEMENTING AGENCY]

[Address]

Reference the Request for Proposals document issued on [●], by [insert name of the Implementing Agency] (the “RFP”), in relation to the [design, build, finance, operate and maintain] of the [insert name of the project] project.

We, [insert name of Bidder / Consortium Member] hereby represent and warrant that, as of the date of this Affidavit [name of Bidder / Consortium Member] (as applicable):

- (a) are not in bankruptcy or liquidation proceedings;
- (b) are not blacklisted by any governmental or non-governmental department / agency;
- (c) have not been convicted of, fraud, corruption, collusion or money laundering;
- (d) are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the PPP Agreement;
- (e) [are legally and financially autonomous and operate under commercial law]¹;
- (f) [there is no pending litigation which represents more than [fifty percent (50%)] of our net worth]²;
- (g) [are not under any non-performance of a contract within last [five (05)] years of the Bid Submission Date]³; and
- (h) [have not failed to sign a contract with any procuring authority following award]⁴.

We have also attached proof of our registration from the relevant statutory authority.

All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the RFP.

Deponent

[Verified on oath at _____ on this ____ day of _____, 20____ that the contents of the above Affidavit are true and correct to the best of my knowledge and belief.]⁵

Deponent

Yours sincerely,

Name and Title of Signatory: _____
Name of Bidder / Consortium Member: _____
Address of Bidder / Consortium Member: _____

WITNESS 1:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

WITNESS 2:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

⁵ In case affidavit is executed outside Pakistan, verification by oath commissioner shall not be required.

BIDDING FORM T4 – BASIC INFORMATION FORM

To be submitted by all Bidders. In case of a Consortium, each Consortium Member must fill in this form.

Basic Information Form (Company Profile)

| | | |
|----|---|----------|
| 1. | Name of Entity: (In case of Consortium, legal name of each Consortium Member) | |
| 2. | Nature of Business: (Whether the entity is a corporation, partnership, trust <i>etc.</i>) | |
| 3. | Head office address: | |
| 4. | Telephone: Fax Number: E-mail address: | |
| 5. | Place of Incorporation / Registration: Year of Incorporation / Registration: | |
| 6. | Bidder's authorized representative: Telephone: Fax numbers: E-mail address: | |
| 7. | Nationality of owners | |
| | Name: | Country: |

BIDDING FORM T5 – HISTORICAL NON-PERFORMANCE AND PENDING LITIGATION

| Non-Performing Contracts | | | |
|---|------------------------------------|---|---|
| <input type="checkbox"/> Contract non-performance did not occur within the last five (05) years prior to the bid submission Date based on all information on fully settled disputes or litigation (Affidavit to be provided) | | | |
| <input type="checkbox"/> Contract non-performance during the stipulated period. | | | |
| Year | Outcome as Percent of Total Assets | Details | Total Contract Amount (current value, PKR) ⁶ |
| | | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: | |

| Pending Litigation | | | |
|--|------------------------------------|---|-----------------------------|
| <input type="checkbox"/> No pending litigation (A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder / Consortium Member have been exhausted) (Affidavit to be provided) | | | |
| <input type="checkbox"/> Pending litigation (All pending litigation shall in total not represent more than [50%] of the Bidder's / Consortium Member's net worth and shall be treated as resolved against the Bidder / Consortium Member) | | | |
| Year | Outcome as Percent of Total Assets | Details | Total Contract Amount (PKR) |
| | | Contract Identification: Name of Employer: Address of Employer: Matter in dispute: | |
| | | | |

⁶ In case of USD amount, exchange rate to be specified.

BIDDING FORM T6 – FORM OF BID SECURITY

BANK GUARANTEE

Guarantee No. _____

Executed on _____

Expiry date _____

Name of Guarantor (Bank) with address: _____

[Name of Bidder with address:] _____

Guaranteed Amount (express in words and figures): _____

Date of Bid _____

The above premised, we (the “**Guarantor**”) hereby undertake irrevocably and unconditionally on demand to pay to [insert name of the Implementing Agency] (the “**Implementing Agency**”), without any notice, reference or recourse to the Bidder or to any other entity or without any recourse or reference to any document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

[●] [●]/- ([●][●])

(the “**Guaranteed Amount**”)

at sight and immediately upon the receipt of the Implementing Agency’s first written demand (the “**Demand**”) at the Guarantor’s offices located at [●] or through SWIFT instructions transmitted by the Implementing Agency’s bank (i.e. [●]), on behalf of the Implementing Agency, to the Guarantor, or through fax sent by the Implementing Agency at the Guarantor’s fax number i.e., [●], such Demand stating:

- (a) that the Bidder is in breach of its obligations towards the Implementing Agency; and
- (b) the total amounts demanded.

A Demand shall only be honoured by us: (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Implementing Agency; or (ii) in the case of

a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Implementing Agency's bank (i.e. [●]), on behalf of the Implementing Agency; or (iii) in the case of a Demand made through fax, it is made by and bears the signature of an authorised officer or other representative of the Implementing Agency.

We, the Guarantor, shall unconditionally honour a Demand hereunder made in compliance with this Bank Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Bank Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

Such demand must be received by us on or before the [●] (the "**Expiry Date**"), when this Bank Guarantee shall expire and shall be returned to us.

Upon expiry, this Bank Guarantee shall be returned to the Bidder without undue delay. Multiple Demands may be made by the Implementing Agency under this Bank Guarantee, but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Implementing Agency, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Bank Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Bank Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Bank Guarantee.

If one or more of the provisions of this Bank Guarantee are 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 Bank Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Bank Guarantee, which obligations are valid and legally binding on and enforceable against us under the laws of Pakistan and under the laws of the jurisdiction where this Bank Guarantee is issued. Further, that the signatory(ies) to this Bank Guarantee is / are our duly authorized officer(s) to execute this Bank Guarantee.

This Bank Guarantee and all rights and obligations arising from this Bank Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

[The issuance of this Bank Guarantee is permitted according to the laws of Pakistan and the laws of the jurisdiction where this Bank Guarantee is issued.]

This Bank Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758.

Name:

Designation:

B. FINANCIAL PROPOSAL BIDDING FORMS

BIDDING FORM F1 – LETTER OF FINANCIAL PROPOSAL

[Date]

To: [Insert name of the Implementing Agency]
[Insert Address and Email details]

Re: [insert name of the project] project (the “Project”).

Dear [Sir/Madam],

Reference the Request for Proposals document issued on [●], by [insert name of the Implementing Agency] (the “**Implementing Agency**”), (the “**RFP**”) in relation to the Project.

We, [Name of the Bidder] hereby submit our Financial Proposal in conformity with the requirements of the RFP.

All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the RFP.

We, agree, confirm, undertake and declare that:

- (b) We have examined and have no reservations to the RFP, including Addenda No(s) / Corrigenda No(s).....
- (c) We, [including all Consortium Members,] fully and completely understand and accept the terms of the RFP and hereby undertake to comply with the requirements specified therein.
- (d) We offer to perform and undertake the works and services in respect of the Project in conformity with the RFP, including the Concession Documents, without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the RFP including the appendices / annexures attached to the RFP.
- (e) We, including all Consortium Members and the proposed contractors, as per the requirements of the RFP, respectively:
 - (i) have nationalities of Eligible Countries;
 - (ii) do not have any conflict of interest; and
 - (iii) have not been declared ineligible/blacklisted by any of our employers, by any Federal or Provincial governmental or non-governmental department / agency in Pakistan, as at the Bid Submission Date.
- (f) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of ninety (90) days from the date fixed for the Bid Submission Date in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) We understand that all the volumes, appendices / annexures attached to the RFP are integral part of the

RFP.

- (h) We have reviewed and accepted the form of the PPP Agreement along with the Appendices attached thereto (attached as Volume III (*PPP Agreement and Appendices*) to the RFP) and undertake to execute the same within the time period stipulated in Notification of Award.
- (i) We acknowledge that the Implementing Agency will be relying on the information provided in our Bid and the documents accompanying them to determine the Successful Bidder. We certify that all information provided in our Bid is true and correct and that nothing has been omitted which renders such information misleading.
- (j) We certify that in the last five (05) years, we (including the proposed contractors) have neither failed to perform any contract, as evidenced by imposition of a penalty by any arbitral or judicial authority or a judicial pronouncement or arbitration award, nor have we been expelled from any project or contract by any public authority, nor have we had any contract terminated by any public authority for breach by us or, if we are a Consortium, by any of our Consortium Members and the proposed contractors.
- (k) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the PPP Agreement (attached as Volume III (*PPP Agreement and Appendices*) to the RFP) is executed.
- (l) We are not participating as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the RFP.
- (m) We understand that the Implementing Agency may cancel the Bidding Process at any time, and that the Implementing Agency is not bound to accept any Bid that it may receive, without incurring any liability from the Bidders.
- (n) We agree to permit the Implementing Agency and any persons, representatives or auditors appointed and authorized by the Implementing Agency to inspect and audit our accounts, records and other documents relating to our Bid.
- (o) All the information submitted along with our Bid, including the enclosed forms and documents, is accurate in all respects.
- (p) We accept the right of the Implementing Agency to: (i) request additional information reasonably required to assess the Bid; (ii) amend the procedures and requirements or make clarifications thereof; and (iii) extend or amend the timelines as stipulated in the RFP.
- (q) All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Implementing Agency by us or on our behalf, in connection with or arising out of the Bid are true, complete and accurate in all respects.
- (r) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our disqualification, forfeiture of the Bid Security and / or our blacklisting by the Implementing Agency.
- (s) We, [including all Consortium Members,] have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Bid and

the Project.

- (t) We undertake, if our Bid is accepted, and we sign the PPP Agreement, to furnish the Construction Performance Security as per the requirements of the RFP.
- (u) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Project.
- (v) We understand that the RFP has been issued by the Implementing Agency for the Project; and we undertake and confirm that if our Bid is accepted, we as the Successful Bidder (to be incorporated by us, in case the Project is awarded to us), as applicable, shall execute the PPP Agreement (including other Concession Documents) (attached as Volume III (*PPP Agreement and Appendices*) to the RFP and all other instruments as may be required to be executed in relation to the Project as per the requirements of the RFP.

Name

In the capacity of

Signed

..... (Seal)...

Duly authorized to sign the Bid for and on behalf of: *(Insert Name of the Bidder/names of all Consortium Members)*

Date

Witness # 1:

Witness # 2:

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Date: _____

Date: _____

CNIC/Passport No.: _____

CNIC/Passport No.: _____

BIDDING FORM F2 – FINANCIAL PROPOSAL STANDARD FORM

1. **FORM FIN 1** – FINANCIAL MODEL
2. **FORM FIN 2** – PROJECT COST SCHEDULE
3. **FORM FIN 3** – QUOTATION OF FREE EQUITY STAKE
4. **FORM FIN 4** – QUOTATION OF DIVIDEND

FORM FIN 1 - FINANCIAL MODEL

- Financial model (*as per the attached bidding financial model in Excel workbook/spreadsheet provided on the website as Annexure-E*) and should have the following components:
- PROJECT COST BREAKUP**

| | |
|--|---------------|
| TOTAL PROJECT COST (A+B+C) | IN PKR |
| TOTAL CAPITAL COST / INVESTMENT (A) | IN PKR |
| TOTAL WORKING CAPITAL (B) | IN PKR |
| TOTAL CONTINGENCY (C) | IN PKR |

Note: The Financial Bid of the Bidder which does not include the Financial Model (as per the attached bidding financial model in Excel Workbook/spreadsheet provided on the website as Annexure-E) will be **rejected**.

- RETURN**

| | |
|-----------------------|--|
| EQUITY IRR % | |
| PAYBACK PERIOD | |

Note: The Project will have no debt [Zero Debt] i.e. 100% equity investment.

Signature of Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN 2 – PROJECT COST SCHEDULE

- Project Cost Schedule (*as per the attached bidding Project Cost Schedule in Excel workbook/spreadsheet provided on the website as Annexure-F*) and should have the following components:
- **PROJECT COST/EPC BREAKUP**

| | |
|--|---------------|
| PROJECT COST SCHEDULE SUMMARY (LPG TESTING, AUXILIARY & SUPPORT EQUIPMENT) (A)) | In PKR |
| PROJECT COST SCHEDULE SUMMARY (FACILITY CONSTRUCTION AND SUPPLY OF OTHER ITEMS) (B) | In PKR |
| CONSTRUCTION MANAGEMENT (C) | In PKR |
| GRAND TOTAL - EPC COST (A+B+C) | In PKR |

Note: The Financial Bid of the Bidder which does not include the Project Cost Schedule (as per the attached project cost schedule Excel Workbook/spreadsheet provided on the website as Annexure-F) will be **rejected**.

Signature of Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN 3 – QUOTATION OF FREE EQUITY STAKE

| | |
|---|--|
| Free Equity Stake Quoted for GoB/ Implementing Agency <i>(floor at 10%)</i> | _____ % (In words: _____ percent) of the Total Equity Stake |
|---|--|

The Bidder who does not quote the Minimum Free Equity Stake or quotes below the floor of 10% will be **rejected**.

FORM FIN 4 – QUOTATION OF DIVIDEND

The highest net present value of dividend derived from the quoted free equity stake (*as quoted in Form Fin 2 – Quotation of Free Equity Stake*) for GoB discounted at the rate of 15%. Bidder who quotes the highest net present value of the dividends derived will be given the maximum financial score of 100 points.

The annual dividend value provided/quoted below against each year forms the ‘**Minimum Annual Benchmark (share of) Dividends**’ for the GoB against the quoted free equity. If during any year, the actual dividend payment falls below the ‘Minimum Annual Benchmark Dividend’, then the differential amount will be cumulatively adjusted (*including previous years if excess balance is available*) and carried forward to subsequent forward year (*with NPV of differential dividend amount calculated/certified by the Independent Auditor*) and paid to the GoB until complete adjustment.

| Operating Year | Year Wise, Absolute Value of Annual Dividend Payment to GoB against the Free Equity offered | Year Wise, Net Present Value of Dividends against the quoted free equity (Discounted at 15%) (<i>Annual Benchmark Dividend Payment to GoB</i>) |
|------------------|---|---|
| Operating Yr. 1 | | |
| Operating Yr. 2 | | |
| Operating Yr. 3 | | |
| Operating Yr. 4 | | |
| Operating Yr. 5 | | |
| Operating Yr. 6 | | |
| Operating Yr. 7 | | |
| Operating Yr. 8 | | |
| Operating Yr. 9 | | |
| Operating Yr. 10 | | |
| Total | | |

PART 3

**BIDDING DOCUMENTARY
REQUIREMENTS**

BIDDING DOCUMENTARY REQUIREMENTS

| No. | DOCUMENT | REQUIREMENTS ⁷ | |
|-----|---|---|--|
| | | LOCAL ENTITY | FOREIGN ENTITY |
| 1. | LETTER OF TECHNICAL PROPOSAL AND LETTER OF FINANCIAL PROPOSAL | To be dated, signed by the authorized representative and witnessed. | To be dated, signed by the authorized representative and witnessed. |
| 2. | FORM OF BID SECURITY | To be dated, signed by an authorized representative and duly stamped (PKR [relevant applicable amount to be inserted]/-). | <p>Note: Where the Bid Security is issued by a foreign bank outside Pakistan, such Bid Security shall be counter-guaranteed / confirmed by a scheduled bank in Pakistan (having the Minimum Credit Rating at all times, acceptable to the Implementing Agency).</p> <p>Counter-guarantee to be dated, signed by an authorized representative and duly stamped (PKR [relevant applicable amount to be inserted]/-).</p> |
| 3. | POWER OF ATTORNEY | To be dated; witnessed; notarized; duly stamped (PKR 1000/- (Pakistani Rupees One Thousand); signed by an authorized representative; and in the language as required under the Instructions to Bidders. | To be in the English language and in compliance with the requirements under the RFP. To be dated; witnessed; signed by an authorized representative; notarized by the notary public in the country where it is issued and attested by the Pakistan Embassy / Consulate in the relevant country; and adequately stamped when brought into Pakistan with the requisite stamp duty of PKR 1000/- (Pakistani Rupees One Thousand) and attested by Ministry of Foreign Affairs in Pakistan. |

⁷ Under the Laws of Pakistan (Qanun-e-Shahdat Order, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, for all instances of witnessing in financial matters.

| | | | |
|----|-----------|--|--|
| 6. | AFFIDAVIT | To be dated; signed by the authorized signatory; witnessed; duly stamped (PKR 500/- (Pakistani Rupees Five Hundred); and in the format as required under the RFP. The Affidavit to be attested by oath commissioner. | To be in the English language and in compliance with the requirements under the RFP. To be dated; witnessed; signed by an authorized representative; notarized by the notary public in the country where it is issued and attested by the Pakistan Embassy / Consulate in the relevant country; and adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 500/- (Pakistani Rupees Five Hundred) and attested by Ministry of Foreign Affairs in Pakistan. |
|----|-----------|--|--|

PART 4

ANNEXURES

ANNEXURE A – BASIC ELIGIBILITY CRITERIA⁸

Bid received from Bidder, shall only be considered if all the *following components of the Basic Eligibility Criteria* are satisfied:

In case any document / information furnished is in a language other than English, it will need to be accompanied by an English translation (duly notarized by Notary Public and attested by Pakistan Embassy / Consulate in the country of origin, and once brought into Pakistan, to be attested / stamped by the Ministry of Foreign Affairs, Pakistan). In case of any discrepancy, the English translation shall prevail.

BASIC ELIGIBILITY CRITERIA FOR BIDDERS AND CONTRACTOR:

A Bid received from a Bidder, shall only be considered if all the following components of the Basic Eligibility Criteria are satisfied:

ELIGIBILITY CRITERIA FOR BIDDERS

➤ **REGISTRATION**

The Bidder (and in case of Consortium, each member) must be an entity registered under the Applicable Laws and must submit incorporation details including, *inter alia*, including corporate charter, articles of incorporation, partnership deeds and/or any other incorporation document. In case of foreign entities, certified true copies of their constitutive documents must be provided. The Bidder (and in case of Consortium, each member) must possess valid tax registration certificate (i.e., an NTN certificate) from the Federal Board of Revenue in Pakistan, and other applicable/relevant sales tax authority. In case of foreign entities, valid tax certificate and sales tax certificate from the relevant taxing authority, if and as applicable, must be submitted. In case of foreign entities, Bidders submitting documents/information in a language other than English, must ensure that such documents/information are being accompanied by an English translation (duly notarized by the Notary Public) and attested by the Pakistan Embassy/Consulate and Ministry of Foreign Affairs, Pakistan in the county of origin. In case of any discrepancy, the English translation shall prevail.

The Successful Bidder will be required to register with the Balochistan Revenue Authority (BRA) before the execution of the PPP Agreement.

➤ **AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES**

In case the Bidder, or if a Consortium, any Consortium member, is a government owned entity, such Bidder, or if a Consortium, any Consortium member (as applicable) must establish that it is legally and financially autonomous and operating under commercial law.

(Bidders, or if a Consortium, any Consortium member), who are government owned entities shall submit an Affidavit confirming that they are legally and financially autonomous and operating under commercial law).

Relevant Form: **BIDDING FORM T3 (FORM OF AFFIDAVIT)**

➤ **NO CONFLICT OF INTEREST**

The Bidder, (and if a Consortium, then any Consortium Member, and a proposed contractor shall not have any Conflict of Interest. (as defined below)

Conflict of Interest means:

⁸ Financial and Technical Teams to review and confirm the Basic Eligibility Criteria.

- where the Bidder, any Consortium Member or a proposed contractor, provides, or could provide, or could be perceived as providing biased professional advice to the Implementing Agency to obtain an undue benefit for himself or those affiliated with him;
- receiving or giving any remuneration directly or indirectly in connection with the Project except as provided in the RFP;
- any engagement in consulting or other procurement activities of a Bidder, any Consortium Member or a proposed contractor, that conflicts with his role or relationship with the Implementing Agency under the Project;
- where an official of the Implementing Agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.

(Bidders (and in case of a Consortium, each Consortium Member) and a proposed contractor, shall submit an Affidavit for no-conflict. In case the affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by the Notary Public and attested by the Pakistan Embassy/ Consulate in the country of origin and Ministry of Foreign Affairs, Pakistan.)

Relevant Form: **BIDDING FORM T3 (FORM OF AFFIDAVIT)**

➤ **NON- BLACKLISTING**

The Bidder, (and if a Consortium, any Consortium Member and a proposed contractor shall not be blacklisted.

Blacklisted means that a Bidder, any Consortium Member or a proposed contractor is barred or prevented from participating in any procurement proceedings by the Government of Balochistan or any governmental entity including the Implementing Agency, as per Applicable Laws.

(Bidders (and in case of a Consortium, each Consortium Member) and a proposed contractor shall submit an Affidavit for non-blacklisting)

Relevant Form: **BIDDING FORM T3 (FORM OF AFFIDAVIT)**

➤ **HISTORY OF NON- PERFORMING CONTRACTS AND LITIGATION**

Any non-performance of a contract by the Bidder (and in case of Consortium, including each Consortium Member) and a proposed contractor should not have occurred in the last [*five (05) years*] prior to Bid Submission Date based on all information on fully settled disputes or litigation. All pending litigation against the Bidder (and if a Consortium, then against any Consortium Member and a proposed contractor shall in total not represent more than [*fifty percent (50%)*] of the respective net worth, nor shall there be any litigation that prevents or materially impedes the Bidder, (and if a Consortium, then against any Consortium member) or a proposed contractor from its obligations in respect of the Project and the terms of the PPP Agreement.

(The Bidders (and in case of a Consortium, each Consortium Member) and a proposed contractor shall provide details of the litigation, or the Bidder (and in case of a Consortium, each Consortium Member) and a proposed contractor shall submit an Affidavit in case of no litigation on [*PKR 500*] (*Pakistani Rupees Five Hundred*) stamp paper attested by Notary Public. The Affidavit of foreign Bidders should be attested by the Pakistani Consulate / Pakistan High Commission in their country).

Relevant Forms: **BIDDING FORM T5 (HISTORICAL NON-PERFORMANCE AND PENDING LITIGATION) AND BIDDING FORM T3 (FORM OF AFFIDAVIT)**

➤ **FAILURE TO SIGN CONTRACTS**

The Bidder (and in case of a Consortium, each Consortium Member) and a proposed contractor shall not have failed to sign a contract in the last five (05) years.

(The Bidders (and in case of a Consortium, each Consortium Member) and a proposed contractor shall provide details of such failure to sign any contracts, or the Bidder (and in case of a Consortium, each Consortium Member) and a proposed contractor shall submit an Affidavit in case if the above is not applicable on [PKR 500/- (*Pakistani Rupees Five Hundred* stamp paper attested by Notary Public. The Affidavit of foreign Bidders should be attested by the Pakistani Consulate / Pakistan High Commission of their country).

Relevant Form: **BIDDING FORM T5 (*HISTORICAL NON-PERFORMANCE AND PENDING LITIGATION*) AND BIDDING FORM T3 (*FORM OF AFFIDAVIT*)**

➤ **FINANCIAL SITUATION / HISTORICAL FINANCIAL PERFORMANCE**

Net Worth

The Bidder, or if the Bidder is a Consortium, collectively the Consortium members, shall have a net worth of at least **PKR 500,000,000/- (*Pakistani Rupees Five Hundred Million only*)** as presented in the most recent audited/reviewed financial statements. Details should be provided as per the following:

Financial Year End [*insert the date and year*]

Bidder (or if the Bidder is a Consortium, then collective net worth of Consortium members)

| Years | Value of Total Assets | Total Liabilities | Net Worth |
|----------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| [<i>insert the Year</i>] | [<i>insert the amount in PKR</i>] | [<i>insert the amount in PKR</i>] | [<i>insert the amount in PKR</i>] |

Average Annual Turnover

The Bidder, or if the Bidder is a Consortium, collectively the Consortium members, shall have an average annual turnover of **PKR 400,000,000/- (*Pakistani Rupees Four Hundred Million only*)** over the last three (03) years audited/reviewed financial statements. Details should be provided as per the following:

Financial Year End [*insert the date and year*]

Bidder (or if the Bidder is a Consortium, collective turnover of the Consortium members)

| Years | Turn Over | Average Turn Over |
|--------------|------------------|--------------------------|
| | | |

| | | |
|--------------------------|-----------------------------------|---|
| <i>[insert the Year]</i> | <i>[insert the amount in PKR]</i> | - |
| <i>[insert the Year]</i> | <i>[insert the amount in PKR]</i> | <i>[insert the Average amount in PKR]</i> |
| <i>[insert the Year]</i> | <i>[insert the amount in PKR]</i> | <i>[insert the Average amount in PKR]</i> |

ANNEXURE B – EVALUATION CRITERIA

(I) TECHNICAL EVALUATION CRITERIA

| Sr. No. | Criteria | Weightage/ Marks |
|---------|---------------------------|------------------|
| A. | Financial Soundness | 20 marks |
| B. | Experience of Bidder | 35 marks |
| C. | Methodology and Work Plan | 20 marks |
| D. | Key Professionals | 15 marks |
| E. | Site Visit | 10 marks |
| | Total | 100 marks |

For technical qualification, a Bidder must score at least 70 (*Seventy*) or more marks.

Bids will be evaluated on the basis of their combined technical score and financial score as set forth under the Technical Evaluation Criteria and Financial Evaluation Criteria. The weightage of the Technical Proposal and Financial Proposal is 70: 30.

a. Financial Soundness of Bidder (in case of Consortium, collectively of the Consortium members): (20 marks)

| | | |
|-----|---|---|
| i. | If Average Annual Turnover over the last three years is PKR 400,000,000/- (Pakistani Rupees Four Hundred Million only) | MAXIMUM 10 MARKS 5 marks for turnover of PKR 400,000,000/- (Pakistani Rupees Four Hundred Million only) + 1 mark for each increase of PKR 50,000,000/- (Pakistani Rupees fifty Million only). Less than PKR 400,000,000/- (Pakistani Rupees Four Hundred Million only) will score 0 marks. |
| ii. | If Net Worth is greater than PKR 500,000,000/- (Pakistani Rupees Five Hundred Million only) in the most recent financial statements | MAXIMUM 10 MARKS 5 marks for Net worth of PKR 500,000,000/- (Pakistani Rupees Five Hundred Million) + 1 mark for each increase of PKR 50,000,000/- (Pakistani Rupees fifty Million only). Less than PKR 500,000,000/- (Pakistani Rupees Five Hundred Million only) will score 0 marks. |

b. Experience of Bidder (35-Marks)

| | | |
|-----|---|---|
| i. | Proposed Facility Manager by the Bidder for overall management of the LPG Testing Facility | <p>Marking: (10 Marks)</p> <p>Experience (maximum total 07 marks):</p> <p>05 marks for 12 years' experience in management, administrative or related areas + 1 mark for each additional 02 years (up to maximum of 02 additional marks in total).</p> <p>Qualification in Business Administration, Management or related discipline (maximum total 03 marks)</p> <p>Masters Degree: 03 Marks</p> <p>Bachelors Degree: 1.5 Marks</p> <p>Note: Less than 12 years experience and below Bachelor degree will score 0 Marks (<i>total maximum 10 marks</i>)</p> |
| ii. | Proposed Laboratory Manager by the Bidder for operation & maintenance of the hydrocarbon laboratory (Technical) | <p>Marking: (10 Marks)</p> <p>Experience (maximum total 05 marks):</p> <p>03 marks for 12 years' experience in operations and maintenance in oil & gas sector, (hydrocarbon) Laboratory or related area + 1 mark for each additional 02 years (up to maximum of 02 additional marks in total).</p> <p>Qualification in Chemistry / Applied Chemistry / Analytical Chemistry / Chemical Engineering or related field (maximum total 03 marks)</p> <p>Masters Degree: 03 Marks</p> <p>Bachelors Degree: 1.5 Marks</p> <p>Lab Commissioning Experience (02 Marks)</p> <p><u>Assisted /involved in commissioning of minimum one (01) hydrocarbon laboratory: 02 marks</u></p> |

| | | |
|------|--|---|
| | | Note: Less than 12 years experience and below Bachelor degree will score 0 Marks (<i>total maximum 10 marks</i>) |
| iii. | Laboratory Consultant / Specialist (Installation of LPG Equipments, Commissioning & O&M Supervision) | <p>Marking: (15 Marks)</p> <p>Experience (maximum total 06 marks):</p> <p>05 marks for 20 years' experience in oil and gas sector, hydrocarbon Laboratory and/or related area + 1 mark for each additional 01 year (up to maximum of 01 additional mark).</p> <p>Lab Commissioning Experience (06 Marks)</p> <p><u>Must be involved in installation & commissioning of minimum one (01) hydrocarbon laboratory: 06 marks</u></p> <p>Qualification in Applied Chemistry / Analytical Chemistry / Chemistry / Chemical Engineering or related disciplines (maximum total 03 marks)</p> <p>Masters Degree: 03 Marks</p> <p>Bachelors Degree: 1.5 Marks</p> <p>Note: Less than 20 years experience and below Bachelor degree will score 0 Marks. Further, <u>NO</u> lab commissioning experience will score overall 0 marks for this category. (<i>total maximum 15 marks</i>)</p> |

Proposed Methodology and Work-Plan: (20-Marks)

| | | |
|-----|---|----------|
| i. | Understanding of local context | 02 marks |
| ii. | Detailed coverage of methodology and work plan for the Commissioning and Installation Works along with equipment design (for 100 tests) | 03 marks |

| | | |
|-------|---|----------|
| iii. | Detailed O&M plan of the LPG Testing Lab | 03 marks |
| iv. | Equipment procurement plan | 02 marks |
| iv. | Expansion strategy (geographical and other fuels) | 02 marks |
| v. | Detailed strategy of deploying technical resources (Installation Manager and Supervision/O&M Manager at the LPG Testing Lab | 02 marks |
| vi. | Strategy of improvement in quality testing | 01 marks |
| vii. | Detailed administrative and coordinating mechanism | 01 marks |
| viii. | Strategy for hiring local human resources personnel and their development in overall Project context | 01 marks |
| ix. | Sustainability plan for the Project | 01 marks |
| x. | Work plan for first five years (Gantt Chart, supported with narrative) | 02 marks |

Key professional staff qualifications and competence for the assignment: (15-Marks)

| No. | | Core Team: (Dedicated, skilled human resource proposed for the project) | Marks | |
|-----|--|---|-------|------|
| a) | CEO/Managing Director/Project Director The resource should be the Lead for the Project with mix of technical, management and administrative | Qualification & Experience | Marks | [05] |

| | | | | |
|--|---|---------------------------------------|---|------|
| | experience at senior level, driving the entire project.. | | | |
| Qualification Degree in Business Administration, Finance, Engineering (in relevant discipline) or other relevant field | | | Marking (Maximum 2.5 Marks): PhD/Masters Degree: 2.5 Marks Bachelors Degree: 01 Marks Below Bachelors Degree: 0 Marks | |
| Experience Experience in project management and/or senior level management | | | Marking (Maximum 2.5 Marks): 20 Years or more: 2.5 Marks Between 15 and 20 Years: 1.0 Mark Below 15 Years of experience will score 0 marks. | |
| b) | Director Technical The resource should be the Technical Lead for the Project engaged in high-level decision making and supervisory role. | Qualification & Experience | Marks | [05] |
| Qualification In Applied Chemistry / Analytical Chemistry / Chemistry / Engineering or related disciplines | | | Marking: (Maximum 2.5 Marks) PhD / Masters or relevant Degree: 2.5 Marks Bachelors Degree: 01 Mark Below Bachelors Degree: 0 Marks | |

| | | | | |
|--|---|---------------------------------------|---|------|
| Experience Experience in the oil and gas / Energy sector | | | Marking: (Maximum 2.5 Marks) 20 Years or more: 2.5 Marks Between 15 and 19 Years: 1 Mark Below 15 Years of experience will score 0 marks. | |
| c) | Financial Advisor / CFO / Financial Controller The resource will be lead for all the financial matters | Qualification & Experience | Marks | [05] |
| Qualification In Finance or relevant field MBA / CA / ACCA / ICMA | | | Marking: (Maximum 2.5 Marks) Masters or relevant Degree: 2.5 Marks Bachelors Degree: 01 Mark Below Bachelors Degree: 0 Marks. | |
| Experience (Post qualification) experience in the field of finance | | | Marking: (Maximum 2.5 Marks) 15 Years or more: 2.5 Marks Between 12 and 15 Years: 1 Mark Below 12 Years of experience will score 0 marks. | |
| Total points for criteria: | | | (15) Marks | |

e. Site Visit: (10 Marks)

Site Visit to Taftan, Balochistan - 10 marks

Bidders to submit pictorial evidence along with preliminary site report (excluding technical study details).

(II) FINANCIAL EVALUATION CRITERIA

Financial Proposal standard form shall be used for the preparation of the Financial Proposal (Annexure E – Financial model).

The Financial Evaluation Criteria shall be:

| Sr.No. | CRITERIA | WEIGHTAGE |
|--------|--|-----------------|
| 1. | Submission of The Financial Model (<i>Form Fin -1</i>)(Annexure E) | Not Scored – 0% |
| 2. | Submission of The Project Cost Schedule (<i>Form Fin -2</i>)(Annexure F) | Not Scored – 0% |
| 3. | Submission of the Free Equity Stake (<i>Form Fin -3</i>) | Not Scored – 0% |
| 4. | Submission of the bid quotation with the highest net present value of the dividends (<i>Form Fin -4</i>) | 100% |
| | Total | 100% |

Standard formula for financial evaluation criteria shall apply.

(III) MARKING CRITERIA

Bids will be evaluated on the basis of their combined technical score and financial score as set under Technical Evaluation Criteria and Financial Evaluation Criteria. The weightage of the Technical Proposal and Financial Proposals is 70: 30.

Bids will be ranked according to their combined technical (St) and financial (Sf) scores using the weights:

T = the weight given to the Technical Proposal;

P = the weight given to the Financial Proposal; T + P = 1) as stipulated above,

$S = St \times T\% + Sf \times P\%$.

The Bidder achieving the highest combined technical and financial score shall be declared as the Successful Bidder.

ANNEXURE C – FORM OF PERFORMANCE SECURITY

....., 2024

To:

[●]

[Insert Address]

At the request of our client, [●], a company incorporated under the laws of Pakistan, having its registered office located at [●], Pakistan (the “**Concessionaire**”), we issue in favour of [●], a company incorporated under the laws of the [●] having its registered office located at [●] (the “**Client**”) (which expression shall, where ever the context so permits, include its successors-in-interest, administrators and assigns), this Performance Security No. _____ (the “**Bond**”)

We _____, hereby, irrevocably and unconditionally undertake to pay you immediately on receipt of your first demand or at the option of the Concessionaire through a written demand on the letterhead of Concessionaire, without any notice, reference or recourse to the Concessionaire or any other person, and without any supporting statement, or any other further document or proof of authorisation of the signatory of the demand for payment, any amount or amounts (or parts thereof) specified in the demand for payment up to an aggregate of PKR _____ (Pakistani Rupees _____ only) (the “**Capped Amount**”) . All payments hereunder shall be made without any deductions on account of any present or future charges, fees, or withholding, levies, taxes, imposts, duties, or charges of any nature whatsoever and by whomsoever imposed.

We hereby confirm that our obligations under this Bond constitute a continuing security. Our obligations shall be valid, binding and enforceable irrespective of the validity and the legal effects of the Contract and we hereby waive all rights of objection and defence arising under the Contract or applicable law. Without limiting the generality of the foregoing, we hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge in relation to any Contract or any insolvency or change in the legal status of the Concessionaire shall not, in any way, impair or affect our liabilities and obligation hereunder and may be undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Bond may not be amended, changed or modified without the express written consent of Client. The Capped Amount will be reduced in accordance with the Agreement upon the Concessionaire’s presentation to us of the relevant commercial invoice, duly signed and approved by the Client, clearly stating the amount by which the Capped Amount is to be reduced.

This Bond shall come into force and shall become automatically effective upon issuance. This Bond shall remain valid until [●] (the “**Expiry Date**”). However, the expiry of the Bond shall not affect or discharge

our liability to make payment of any amount requested under a demand for payment received by us on or before the Expiry Date.

If one or more of the provisions of this Bond are 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 Bond.

This Bond and all rights and obligations arising from this Bond shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in [•] Pakistan shall have the non-exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

This Bond is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758. The supporting statement under article 15 (a) is excluded.

Very truly yours

Name:

Designation:

ANNEXURE D – REQUIREMENTS FOR CONSORTIUM UNDERTAKING

The legally binding and enforceable Consortium undertaking signed by each Consortium Member and shall include the following:

- (a) Specify the designated Lead Member, nominated by the Consortium, as its representative and the role of each Consortium Member.
- (b) Each Consortium Member shall authorise the Lead Member to sign and submit the Bid on its behalf and participate in the Bidding Process.
- (c) Specify that the Consortium Members are jointly and severally liable in respect of their obligations in relation to the Project.

ANNEXURE E – FINANCIAL MODEL
(TO BE DOWNLOADED FROM THE WEBSITE)

ANNEXURE F – PROJECT COST SCHEDULE

(TO BE DOWNLOADED FROM THE WEBSITE)

VOLUME II – PROJECT SCOPE

PART 1
PROJECT DESCRIPTION

Project: To establish, operate and maintain LPG Testing Lab in Taftan, Balochistan under Public Private Partnership Mode via design, build, finance, operate and maintain (DBFOM) modality

1. Introduction:

This document outlines the comprehensive scope of work for the establishment of an LPG (Liquefied Petroleum Gas) Testing Lab in Taftan, Balochistan, under the Balochistan Public Private Partnership (PPP) Framework. The purpose of this project is to ensure the safety, quality, and compliance of LPG products distributed in the region and across the country through effective testing and analysis methods.

It is envisaged that in the future the LPG Testing Lab may be used to conduct tests of other types of energy fuels and related items, including those regulated by the Energy Department, Government of Balochistan, and also those for which permissions / licenses / NOCs may be required from the concerned regulator under the Applicable Laws, as deemed viable by the Concessionaire, and upon receipt of approval by the Implementing Agency.

The Concessionaire may also be allowed to establish, operate and maintain additional LPG Testing Labs at other locations in Balochistan, subject to the Concessionaire evidencing the commercial viability of additional LPG Testing Labs, and acquiring the consent of the Implementing Agency in accordance with the terms of the PPP Agreement.

2. Project Overview:

The project involves the design, construction, and operation of a state-of-the-art LPG Testing Lab in Taftan, Balochistan. The LPG Testing Lab will serve as an independent entity responsible for testing and certifying the quality, composition, and safety of LPG products in accordance with national and international standards and meeting all applicable standards of OGRA and other local Agencies. The project is being executed under the Balochistan Public Private Partnership (PPP) Framework therefore the concessionaire should ensure adherence and compliance of all the PPP Framework requirements along with fulfillment of all other applicable standards and regulations.

The successful bidder will be responsible to establish a special purpose vehicle (SPV) and ensure all formalities are complied with. All terms, conditions and provisions of the PPP Agreement will also be complied by the concessionaire.

3. Scope Elements – LAB ESTABLISHMENT:

This element requires the establishment of the Laboratory Facility. The Concessionaire will design an establishment plan as required under the executed PPP Agreement and in agreement with the BECL. Before initiating this phase, the Concessionaire may be required to upgrade the existing feasibility study based on its internal assessment, and as such, take all steps to undertake the same activity on their expense and cost.

Standards

All the infrastructure (development work), safety standards, (equipment installation), and testing procedures must comply with the OGRA's (recommended) standards as per Pakistan's LPG policy & OGRA's LPG rules 2001 (Appendix-I, para 1.6, LPG Specifications), GPA Midstream Association's Standards 2140-90, for detailed testing of the LPG and NFPA (National Fire Protection Agency) along with local industrial and gases laws. As per GPA 2140-17 seven (07) ASTM tests (as minimum) are required to assess the quality of the (imported) LPG (from Iran through Taftan/other Border(s)). (No significant change in GPA 2140-90 & GPA 2140-17, only test method for testing Total Sulphur (ASTM D-6667) has been upgraded in 2140-17 from 2140-90).

The mandatory tests for checking the LPG quality are as under:

- | | |
|----------------------------|----------------|
| 1. Composition Test Method | ASTM D-2163-91 |
|----------------------------|----------------|

| | |
|---|-----------------------------|
| 2. Vapor Pressure Min/Max | ASTM D-1826-94 |
| 3. Moisture Content | ASTM D-1267-95 |
| 4. Total Sulphur, ppm | ASTM D-6667/ASTM UOP791-16O |
| 5. Volatile Residue | ASTM D-1837-94 |
| 6. Corrosion Content (GPA Propane dryness test) | ASTM D-2713-91 |
| 7. Residual Matter (evaporation of 100ml/Max) | ASTM D-2158-92 |

3.1 Infrastructure Development:

- **Site Assessment:** Assess the viability of the existing location for the LPG Testing Lab in Taftan, considering factors such as accessibility, proximity to LPG distribution centers, and safety measures.
- **Lab Design:** Develop a comprehensive lab layout, including testing areas, storage facilities, administrative offices, safety features, and necessary utilities including rest area.
- **Construction (WORKS):** Execute the construction of the lab facility based on the approved design, ensuring compliance with relevant building codes and safety standards. Strict compliance of OGRA and other regulations to be met.

3.2 Equipment and Instrumentation:

Procurement: Identify, procure, and install advanced testing equipment and instrumentation required for accurate analysis of LPG samples, including gas chromatographs, spectrometers, density meters, and safety equipment, as required.

Calibration and Testing: Ensure proper calibration and testing of all equipment to ensure accurate and reliable results.

3.3 Testing Procedures:

Develop Comprehensive Testing Protocols: Create standardized testing procedures for evaluating LPG quality, composition, impurities, and safety parameters, in alignment with national and international standards.

Safety Measures: Incorporate strict safety protocols for handling, testing, and analyzing LPG samples to prevent accidents and ensure personnel safety.

3.4 Quality Assurance and Compliance:

Establish Quality Control Measures: Implement a robust quality assurance framework to ensure consistent and reliable testing results.

Compliance with Standards: Ensure all testing procedures adhere to relevant standards, regulations, and guidelines set by national and international bodies.

3.5 Personnel and Training:

Staff Recruitment: Recruit and hire qualified technical, non-technical and administrative personnel with expertise to successfully establish LPG testing Laboratory.

3.6 Reporting and Certification:

Test Reporting: Generate detailed test reports for each analyzed LPG sample, indicating its quality, safety, and compliance with standards.

Certification: Issue certificates to LPG distributors and suppliers for products that meet the required quality and safety criteria.

3.7 Project Financing:

Financial Planning: Create a financial model outlining the investment required for infrastructure, equipment, personnel, and operational expenses. This should include projected revenue streams and cost recovery strategies. All Capital Expenditure and Operational Expenditure items should be included in the plan (Financial Model).

Financial Closure: Pursue financial closure for the project for seamless execution.

4. Scope Elements – Lab Operation & Maintenance (O&M):

This element requires the operation and maintenance of the established Laboratory Facility. The Concessionaire will design an operational plan that includes testing schedules, staffing arrangements, maintenance routines and cover other areas as required under the executed PPP Agreement.

Maintenance Procedures: Develop maintenance procedures for the lab infrastructure and equipment to ensure long-term functionality and accuracy.

4.1 Personnel Management:

Staffing: Manage a qualified team of technical, non-technical and administrative staff including chemists, technicians, administrative personnel, and support staff to ensure smooth lab operations.

Training: Continuously train and update staff on testing methodologies, safety protocols, and quality assurance procedures.

4.2 Testing and Analysis:

Monthly O&M Plan:

Testing Schedule: Establish a well-defined testing schedule for receiving, analyzing, and reporting on LPG samples.

Compliance with Standards: Ensure that all testing procedures and methodologies adhere to national and international standards.

Quality Control: Implement rigorous quality control measures to guarantee accurate and consistent testing results.

4.3 Equipment Maintenance:

Regular Inspection: Conduct routine inspections of testing equipment and instrumentation to identify and address any potential issues promptly.

Calibration: Regularly calibrate all testing equipment to maintain accuracy and reliability of results.

Repairs and Upgrades: Plan and execute necessary repairs, replacements, and upgrades to ensure continuous equipment functionality.

4.4 Safety Protocols:

Safety Measures: Implement and enforce strict safety protocols for staff and equipment handling during testing and maintenance activities.

Emergency Preparedness: Develop and rehearse emergency response plans to handle potential incidents effectively.

4.5 Reporting and Documentation:

Test Reports: Generate comprehensive and accurate test reports for each analyzed LPG sample, detailing its quality, composition, and safety.

Data Management: Maintain a secure and organized database for storing test results, enabling efficient retrieval and analysis.

4.6 Customer Relations:

Client Interaction: Interact with LPG distributors to address inquiries, provide test results, and offer technical support.

Certification: Issue certificates to products that meet quality and safety standards, ensuring transparency and compliance.

347 Continuous Improvement:

Process Optimization: Continuously review and optimize testing procedures, equipment usage, and operational workflows.

Innovation: Stay updated with advancements in LPG testing technologies and adopt improvements that enhance accuracy and efficiency.

4.8 Financial Management:

Revenue Tracking: Monitor and manage revenue streams generated from testing services and certification.

Budgeting: Prepare and adhere to an annual budget that covers operational expenses, maintenance, and staff salaries.

Profit Distribution: Pursue the modalities for equitable distribution of the profits to the shareholders via Independent Auditor and Independent Engineer.

4.9 Periodic Reporting

Reporting: Provide periodic reports to BECL on lab operations, revenue, and compliance to the relevant authorities.

4.10 Maintenance of Infrastructure:

Facility Maintenance: Establish a routine maintenance plan for the lab facility, including utilities, safety equipment, and general infrastructure.

5. Timeline (Tentative):

Construction: 12 months, with 04 months for validation/completion of the Pre-Implementation Study, as defined in the PPP Agreement, mobilization for the purposes of construction, and eight (08) months for construction (to achieve the Commercial Operations Date, as defined in the PPP Agreement).

Equipment Procurement and Installation: 03 months (in parallel to construction)

Staff Recruitment and Training: 02 months (in parallel to construction)

Testing Procedures Development: 03 months (in parallel to construction)

Operational Launch: After construction and equipment setup (following the expiry of the 12 month period specified for due diligence, design and construction, subject to quality inspections by the Independent Engineer)

PART 2

SCOPE OF WORK AND SERVICES – FACILITY DESIGN AND CONSTRUCTION, EQUIPMENT PROCUREMENT, SUPPLY AND INSTALLATION

1.1 PHASE-I - DETAIL DESIGN ENGINEERING (WITH MODIFICATIONS TO BE BASED ON THE FINALIZED/VALIDATED PRE-IMPLEMENTATION STUDY AS PER THE PPP AGREEMENT)

Concessionaire shall take ownership of the conceptual drawings, perform detailed topography, soil investigation and electrical resistivity survey for performance of detail design engineering and development of detailed Bills of Quantities (“BOQs”) as per Project specifications, conceptual plot plan, proposed layout of the LPG Testing Lab, residential building layout within forty-five (45) days.

Concessionaire shall provide four (04) hard copies along with one (01) soft (editable) copy of approved drawings & documents to GoB/BECL/BPPPA.

Following shall be covered in detailed design:

1. Perform detailed Topographic Survey of the selected site of approximately four (04) acres with construction of permanent Bench Mark at two (02) locations (*See Relevant Attachment*).
2. Two (02) Nos. Tube well/boring up to 500 feet or as required.
3. Conduct detailed Soil Investigation & Soil Resistivity Survey.
4. Conduct chemical characteristic survey of groundwater for following:
 - Total dissolved solids
 - Sulphate content
 - pH
 - Chloride content
5. Development of Levelling & Grading plan of the plot area as per plot plan requirements (*See Relevant Attachment*).
6. Finalization of plot plan with respect to coordinates and Bench Mark (BM). (*See Relevant Attachment*).
7. Detail Design and construction of Boundary Wall, three (03) ft. to five (05) ft. below surface, 10 ft. above surface and barb wires.
8. Detail Design and construction of Chain-link Fence between the residential & LPG Testing Lab area, three (03) ft. to five (05) ft. below surface, 10 ft. above surface.
9. Detailed Structural Design/Drawings and construction (meeting international codes & standards) of the LPG Testing Lab building (*See Relevant Attachment*) will require the following:
 - No items shall be used to intensify the fire like wood, chipboard etc.
 - Shall be dust proof design.
 - Laboratory partitions using explosion proof glasses.
 - Counter tops (work surfaces for equipment) with high quality marble.
 - Ceramic false ceiling.
 - Anti-static floor tiles for main laboratory area in the LPG Testing Lab. Remaining area will be of normal tiles.

- All aluminum cupboards, table & chairs, doors with explosion proof glasses.
 - All other furniture must be of Aluminum for the LPG Testing Lab area, Standard for remaining area of the LPG Testing Lab, must meet minimum international code & standard requirements).
 - Fixed windows (with iron grills and explosion glasses for the LPG Testing Lab area and standard glasses for remaining area with outside iron grills.
 - 1/2" SS/3/4" SS 316 and other piping (including fittings) for utility gasses (Helium, Hydrogen, Argon, Oxygen, Nitrogen, Instrument Air) approximately 160 meters X six (06) line.
 - Dust proof iron entry/exit/emergency doors.
 - Plumbing, sewerage water system, underground drainage system, storm water system for the complete facility.
 - Explosion proof lights and 4-5 kW electrical connections/sockets for each LPG Testing Lab equipment's and other required fittings.
10. Detail Design & construction of Black Top Roads, Curb Wall around Roads, Island between bowser, Storm Water Channel (900 meters approx. long), underground water tank, Soak Pit, Septic Tank, Parking Shed, Generator Room/shed, MCC room, Guard Room(s), watch towers, entry/exit gates gate(s) etc.
 11. Detail Design and installation of Fire Fighting System for the LPG Testing Lab area (Smoke/Fire Detector, Fire Alarms with Panel, Emergency Shower/Eyewash system, Fire Extinguisher etc.
 12. Detail Design and installation of FM 200 Fire Suppression System for the LPG Testing Lab area.
 13. Detail Design and construction for remaining areas of the LPG Testing Lab will be as per standard design.
 14. Detailed Structural Design/Drawings and construction of the residential building. All design & construction must meet international codes & standards), (*See Relevant Attachment*).
 15. Provide complete (in all respect) kitchen with 2 fridge (28 cu. ft.), 2 deep freezer (28 cu. ft.), 3 hood, 3 large stove & 2 sink, 3 LPG Cylinders, cupboards etc.
 16. Supply of Furniture (best quality for residential area).
 17. Detail Design and construction of Fire Fighting Extinguisher, Manual Fire Alarm System for residential building.
 18. Detail Design/drawings & construction of Fire Fighting System for facility (including calculations of required fire water, Sizing of Fire Water Tank, UL & FM approved Fire Water Engine Pumps with Jokey Pump, Fire Water Network, Fire Pump house/Shed, Civil foundations, etc.) must meet OGRA and Explosive requirements. (*See Relevant Attachment*).
 19. Detail design/drawings and construction of Fire Water Storage Tank, Under Ground Water Storage Tank.
 20. Development of drawings/documents and construction of Fire water system showing ring main

system, hydrant & monitor locations, hose Stations, foam trolleys, locations of extinguishers, alarm points and other fire protection items. (*See Relevant Attachment*).

21. Detailed electrical design, calculations and construction (explosion proof as per code requirement) of all system i.e. Connection from Grid, Diesel Generators, Transformer, MV/ LV Switchgear (if required) & MCC, UPS system, Lighting system, Earthing system, system, power/ Control Cables & accessories, Conduit works, residential buildings, and other buildings, Street Light Poles etc.
22. **Any other design/Supply/construction works deemed necessary for successful completion and operation of the LPG Testing Lab at Taftan Border (laboratory equipment by others) is the responsibility of the Concessionaire.**

1.2 PHASE-II – SUPPLY & INSTALLATION OF EQUIPMENT/ITEMS (WITH MODIFICATIONS TO BE BASED ON THE FINALIZED/VALIDATED PRE IMPEMETATION STUDY AS PER THE PPP AGREEMENT)

1.2.1 Supply and installation of following Equipment/Items is in the Concessionaire scope.

- Supply & installation of one (01) No. 200 kVA, 50 Hz electrical transformer.
- Supply & Installation of two (02) No. 50 kVA industrial UPS.
- Supply & Installation of one (01) No. MCC (complete in all respect).
- Supply & Installation of Copper earthing pits with accessories (up to moisture depth).
- Supply & installation of 32 Amp breakers (minimum or as per design requirement) as sockets for Testing Equipment's including water/ explosion proof DB's (minimum or as per design requirement).
- Providing & fixing of explosion proof 56 W (minimum) LED false ceiling lights in LPG laboratory & residential area.
- Supply & installation of street light poles with 200 W (Two/pole) LED lights as per requirement of LUX design. (with cables, JB's & others).
- Supply & Installation of Hybrid Intercom system (wiring from gates to laboratory & residential building with telephone sets).
- Supply & installation of Split Air-conditioning requirement (Inverter Air Conditioners for Laboratory, residential building, small rooms etc. Shall be of well-known brands like Kenwood, Gree etc.
- Supply & Installation of Fiber Glass Overhead Water Tanks (4 X 1000 gallons minimum) for the LPG Testing Lab & residential building.
- Supply & Installation of Water Heaters (Geysers) for the LPG Testing Lab & residential building.
- Supply & Installation of Furniture for Remaining areas of the LPG Testing Lab area.
- Supply & Installation of Furniture for Residential/Gate/Guard/Gantry Areas.
- Supply & Installation of RO Unit (3 X 1250 US Gallons/Day) with Storage

- Supply & Installation of Demineralized Water Plant 2 X 50 Gallons/Day with storage.
- *Any other design/Supply/construction works deemed necessary for successful completion and operation of the LPG Testing Lab at Taftan Border (Laboratory Equipment by others) is the responsibility of the Concessionaire.*

1.3 **PHASE-III – CONSTRUCTION OF THE LPG TESTING LAB AT TAFTAN SITE (WITH MODIFICATIONS TO BE BASED ON THE FINALIZED/VALIDATED PRE-IMPLEMENTATION STUDY AS PER THE PPP AGREEMENT)**

The Concessionaire shall visit the Taftan site and review all existing facilities / systems prior to submission of its Bid to ascertain the exact quantum, nature of works.

The scope of work of this Project consists of supply of material, labor, fabrication, transportation, installation, erection, inspection, construction, and construction supplies, temporary material(s), structures etc. and performance testing's of all the systems installed by the Concessionaire as per specification, drawings and BOQs for the civil, electrical, mechanical, firefighting system, fire suppression systems CCTV, etc. works developed during the **Phase-1 - Detail Design Engineering**.

The Work shall be performed to the current international/industrial standards, practices, methods procedures and Project specifications which shall meet all requirements contained herein and recognized international industry quality levels, such that the facilities are safe, operable, and reliable.

All aspects of the Work such as, but not limited to installation, equipment, materials, fabrication, scheduling, inspection, control systems, quality assurance, safety etc. shall be available for detailed inspection by the GoB/BECL/BPPPA.

The Concessionaire's obligations include, but are not limited to the following:

- Obtaining necessary permits/approvals from the relevant authorities for the construction works.
- Providing highest possible security system with ample security guards for 24 hours during the construction and O&M phases (up until the handing over of the Project in accordance with the PPP Agreement).
- Establishing a well-furnished Site office/camp for GoB/BECL with all facilities and food.
- Establishing a Site office for Concessionaire's personnel.
- Establishing Site storage yards and covered stores as required.
- Providing temporary access ways for transportation of equipment, material and manpower as required.
- Ensuring supply of all construction utilities like electric power, water for civil /mechanical works and drinking purposes.
- Ensuring adequate lighting arrangements for security and night works as required.
- Providing temporary firefighting equipment as required.
- Ensuring all arrangements for inspection and testing.
- Ensuring preparation of marked-up as-built prints and documentation dossier for the Project after completion works.

- Concessionaire shall clear the Site upon completion of work.
- *Any other design/Supply/construction works deemed necessary for successful completion and operation of the LPG Testing Lab at Taftan Border (Laboratory Equipment by others) is the responsibility of the Concessionaire.*

2.0 DETAILED SCOPE OF WORK

The scope of work of the Project includes construction, completion and handing over of all civil and mechanical works pertaining to civil works including mechanical works listed above as shown on drawings and items detailed in the BOQs.

2.1 Civil, Structural & Electrical Works

The Project includes supply of all materials, skilled and unskilled workers, equipment, formworks, fabrication, transportation, inspection and testing required for the construction works. The civil and structural works for the LPG Testing Lab includes the following:

- Setting out works to prepare temporary & final Bench Marks for the LPG Testing Lab.
- All the earthworks including excavation, preparation of subgrade before lean concrete, backfilling and filling works.
- All the P.C.C. & R.C.C. works including lean concrete, construction of foundations, columns, beams and slabs etc.
- Foundation for generators, pumps, Storage tanks and other equipment
- All the finishing works including solid brick masonry, plaster works, painting works, tiled flooring, steel, aluminum & wooden doors and aluminum windows and steel / aluminum ventilators, roof finishes and toilet works etc.
- Plumbing Works required for the LPG Testing Lab.
- Complete Electrical Works (including explosion proof) for LPG Testing Lab as per requirements
- Any other works required for successful completion & commissioning of the Project.

2.2 Mechanical Works

Supply & installation of all materials & equipment shall be under Concessionaire's scope such as:

- All equipment, engine & motorized pumps including (including control valves, safety valves, Controllers etc.), tanks plates, valves, bends, flanges, fittings, piping materials etc. or any other material required as per drawings and specifications for successful completion of the job.
- Construction of fire water tanks, fire water ring with isolation valves, hydrants, monitors, foam trolleys, hose cabinets etc.
- Welding electrodes and all consumables including gases as per approved WPS & QPR.
- Casing pipes, end seals, insulators, vent and drains for road crossings.

- All tests and inspections including 10% Radiography of welded joints.
- Development of project dossier.
- Preparation/supply of Operating & Maintenance Manual for all systems installed by Concessionaire.
- Any other works required for successful completion & commissioning of the Project.

3.0 CONCESSIONAIRE'S OBLIGATIONS

3.1 General Obligations

The Concessionaire shall be responsible (through the hired Consultant/Contractors) for execution of the Project on complete responsibility basis and accordingly shall carry out all activities for the Project, including detailed engineering, procurement (supply), construction, installation, pre-commissioning, commissioning of the LPG Testing Lab (the "Works"). When completed, the Works shall be fit for the purposes for which it is intended and as defined in the PPP Agreement.

The Concessionaire shall remain, at all times, fully responsible for the performance, coordination and general management and execution of the Project/Works. The Concessionaire's responsibility shall include the obligation to co-ordinate and manage the progress of the Project/Works.

The Concessionaire shall provide all necessary supervision during the execution of the Project/Works to ensure achievement of the object of this PPP Agreement. The Concessionaire shall ensure the provision of vendors full time assistance on the Site during erection and commissioning of the Project/Works.

The Concessionaire shall be responsible for obtaining, at its own cost, water and power required for the Project/Works, including construction of camps, Site offices, etc., and GoB/BECL/BPPPA will not be responsible for any cost in this regard.

3.2 Concessionaire's Undertakings

The Concessionaire undertakes to GoB/BECL/BPPPA that:

- a. The LPG Testing Lab shall be designed using internationally approved engineering practices and (where applicable) the standards and specifications set out in the PPP Agreement and this RFP, will be fit and sufficient for intended purpose, will comply with all the requirements of the PPP Agreement and this RFP, and will meet the highest international professional standards;
- b. The materials, equipment, plant, machinery, components, apparatus, accessories, articles and other goods to be procured (supplied) by Concessionaire shall be brand new, state of the art, of sound and merchantable quality, of first-class workmanship, and shall be fit for their purpose, and shall be of the highest internationally approved standards, and that the various items of material, machinery, equipment & plant shall result in a completely coordinated.
- c. Plant capable of achieving guaranteed performance of the installed systems and that various

items procured shall only be from good, reputable and recognized vendors supplied with valid test certificates.

- d. All the equipment shall be latest & respective spare parts shall be continued at least for next Ten (10) years. In this regard OEM Certificate of each equipment will be submitted in the Technical Proposal.
- e. The Concessionaire (and any appointed Sub-contractor(s) pursuant to the PPP Agreement) have all the resources (financial and otherwise), experience, qualifications, capabilities and personnel at their disposal as are required to perform the Works in accordance with internationally approved engineering practice and standards of design/engineering, procurement and project management all in order to achieve the objective of the PPP Agreement;
- f. The Project/Works will be designed, manufactured, fabricated, procured and erected strictly in accordance with industry standards, provisions contained in the PPP Agreement and with design approved by the GoB/BECL/BPPPA and in accordance with the laws of Pakistan.
- g. The Concessionaire has inspected and examined the available Site and its surrounding areas & has fully satisfied itself before signing the PPP Agreement as to the nature, location, physical conditions, prevailing local conditions & culture applicable to the Project and has obtained all necessary information as to risks contingencies and other circumstance which may influence or effect of the Project.
- h. The Concessionaire shall remedy in accordance with the PPP Agreement, defects in the LPG Testing Lab resulting from faulty erection, engineering of LPG Testing Lab and workmanship at its own cost.
- i. The Concessionaire shall ensure local representation in manpower (Labor & skilled Tech.) deployed at the Site in accordance with the applicable laws of Pakistan and GOB policies in this regard.

3.3 Concessionaire's Sub-Contractors

The Concessionaire can subcontract the Works or any part thereof as per the PPP Agreement.

Approved Sub-Contractor shall be responsible for carrying out the Works in accordance with the requirement of the Project Documents, and all conditions of the PPP Agreement shall be applicable to it. Any dispute (financial or otherwise) between the Concessionaire & its approved Sub-Contractor will not affect the Project/Works on the Site, and GoB/BECL/BPPPA shall be indemnified if and as necessary.

3.4 Health, Safety and Environment (HSE) Requirements

3.4.1 General

HSE criteria describe the basic requirements to ensure an inherently safe design of the pipeline and related facilities. HSE Criteria include facilities design, equipment design and equipment selection in order to:

- i. Minimize the risk and the consequences of accidental events.
- ii. Ensure a safe working environment for personnel.
- iii. Ensure that adequate means for personnel protection and escape are provided.
- iv. Provide sufficient safety devices and redundancy to isolate and minimize uncontrolled releases of flammable and/or toxic process fluids.
- v. Provide adequate fire protection systems to rapidly detect, control and extinguish any reasonably foreseeable fire which could develop during normal operation.

3.4.2 Safety and Security

The Concessionaire shall ensure full compliance by its employees and its Sub-contractors of all safety and security requirements pursuant to the laws of Pakistan.

The scope of safety and security obligations shall include, but not be limited to, the following:

- i. Providing health, safety, environment and security control plan
- ii. Providing competent safety supervisory personnel
- iii. Participating in GoB/BECL/BPPPA's safety meetings
- iv. Supervising all assigned personnel to ensure that they abide by GOB/BPPPA/BECL's safety program.
- v. Supplying necessary personal protection equipment and facilities.
- vi. Routine checks on the Concessionaire's (and Sub-contractors) first aid and other medical facilities to ensure adequacy of supplies and services.

The Concessionaire shall conduct regular and periodic inspections to ensure:

- i. Safe and certified condition of Construction Equipment
- ii. Provision of firefighting equipment and its functioning
- iii. Proper use of personal protection equipment at site
- iv. Verification of adequacy of cranes, rigging and scaffolding to safe standards. The results of such inspections and the remedial actions and measures taken shall be reported to the Gob/BECL/BPPPA.

Necessary permits under the GoB/BECL/BPPPA safety or security requirements as to the Concessionaire's Works, personnel, vehicles, materials and equipment shall be obtained by the Concessionaire. The Concessionaire shall apply for the requisite permits well in time to ensure no stoppage(s) of work would result due to non-issuance of the permit(s).

The Concessionaire shall immediately, report to the GoB/BECL/BPPPA any accidents, death and / or injuries to any person whatsoever, fire, explosion any loss or damage to any part of the Work, the Plant and/or the Construction Equipment.

3.4.3 Other Requirements

- a. Operational Area:

Concessionaire will be responsible for the security within the LPG Testing Lab and at the Site and will ensure following:

- i. Concessionaire will place the gate and fence the operational area with razor coil above the fence.
- ii. Operation area shall be installed with CCTV cameras with at-least 15 days back-up recording.
- iii. Operational area approximate (130 x 130 meters) shall have guards for safety of Concessionaire employees and to avoid any theft incident. At-least 01 supervisor and 03 guards shall be employed by the Concessionaire.

b. Employees Camp/GoB//BECL/BPPPA and Staff Movement

- i. Concessionaire employees shall stay in separate camp area within the proposed LPG Testing Lab Site to reduce security hazards during their movement.
- ii. A separate camp area comprising of five (05) 40x8 containers shall be provide for GoB/BECL/BPPPA staff. One (01) fully equipped container as office (table, chairs, A/C, mineral water dispenser, internet connection etc., one (01) fully furnished dining room (dining table, chairs, crookery, A/C, mineral water dispenser etc.), one (01) fully furnished container as lounge (Sofa's, TV with dish etc.) two (02) fully furnished containers for residence of two to four (2-4) persons (beds, cupboard, A/C, table chair etc.)
- iii. Two (02) separate proper toilets & one (01) bathroom (international standard) with hot & cold water shall be provided by the Concessionaire.
- iv. One (01) chef and one (01) caretaker shall also be deputed for GoB/BECL/BPPPA camp area shall be provided by the Concessionaire.
- v. Concessionaire shall provide escort / at-least two armed guards during the movement of its employees from camp area to the LPG Testing Lab or where required otherwise.
- vi. Armed guards shall also be deployed at camp area and the LPG Testing Lab.

c. Expatriates NOC/ Movement

- i. Provision of NOC for expatriates from all concerned offices, intimation to District Police Officers / Police Stations will be responsibility of the Concessionaire, however GoB/BECL/BPPPA will facilitate and assist the Concessionaire as and when required.
- ii. Authorized persons shall be limited to the Concessionaire's Personnel, Sub- Contractor and GoB/BECL/BPPPA's Personnel and other personnel notified to the Concessionaire, by (or on behalf of) GoB/BECL/BPPPA, as authorized personnel of GoB/BECL/BPPPA's and other Sub-Contractors of the Site.
- iii. The Concessionaire shall be solely responsible for the safety and security of the Site until its handover to GoB/BECL/BPPPA on completion of Project/Works.
- iv. In case of any security issues, the Concessionaire shall keep GoB/BECL/BPPPA informed.

- v. Concessionaire is responsible to provide list of their employees to GoB/BECL/BPPPA to get entry cards from GoB/BECL/BPPPA Security In charge of the location, to facilitate their entry.

3.4.4 Safety during Radiography

Minimum **10%** radiography for Carbon Steel piping, while 100% radiography for SS Piping is required. The Concessionaire shall be responsible for the safe storage and handling of radioactive materials.

Radiography personnel shall wear a film badge and a fully charged pocket dosimeter whenever in or near a radiation area. In addition, they shall always maintain an operable survey meter in the radiation area and use it to verify that the area is safe.

The area where a shot is being made shall be roped off (or otherwise barricaded) and sign posted in English to prevent accidental entry by unauthorized personnel. An operator shall remain near the source holder while an exposure is being made in order to retract the source in the event of unauthorized entry into the radiation area.

During the execution of the Works, the Concessionaire shall strictly follow GoB/BECL/BPPPA safety requirements. The Concessionaire shall also exercise due care for facilities of other parties. In any event the Concessionaire shall be liable for any damages and/or losses incurred including third party losses.

3.5 Unforeseeable Difficulties

The Concessionaire shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances including the variation in price of material of construction, cost of living, labor cost, etc. which may influence or affect the Works. By signing the PPP Agreement, the Concessionaire accepts responsibility for having foreseen all difficulties and cost for successfully completing the Project. The Bid Price shall not be adjusted to take account of any unforeseen difficulties or cost, except as otherwise stated in the PPP Agreement.

3.6 GoB/BECL/BPPPA Not Liable for Information/Data

The Concessionaire shall bear sole responsibility for obtaining all information required by it to perform the Works in strict compliance with this PPP Agreement and shall rely on the same at its own exclusive responsibility and risk. GoB/BECL/BPPPA shall provide to the Concessionaire information and engineering data required by the Concessionaire in order to ensure performance of the Works in strict accordance with the requirements of this PPP Agreement. The Concessionaire at its own risk shall consider and check information and engineering data received from GoB/BECL/BPPPA

4.0 PROTECTION OF THE ENVIRONMENT AND WILDLIFE & RESPONSIBILITY

The Concessionaire shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage, the nuisance to people and property resulting from pollution, noise and other results of the operations, in accordance with the laws of Pakistan. Damage to any property and environment shall be restored by the Concessionaire at its own cost.

The Concessionaire shall ensure that emissions, surface discharges and effluent from the Concessionaire's activities shall not exceed the permissible values prescribed by Applicable Laws.

The Concessionaire or its Sub-Contractor shall not adopt any method for Works or camps living which may be damaging to environment or wildlife. The Concessionaire /Sub- Contractor shall not violate any law which may be in force for the protection of environment and wild life. Works in any protected zone shall be planned and executed in accordance with the requirement of the concerned department. Work shall be planned and executed to avoid any damage to any archeological or historical site in the vicinity of the Site, Concessionaire shall take necessary precautions to protect its workers from indulging, in shooting, hunting, and cutting of trees or any other activity which may be against the law or damaging to environment or wildlife.

The Concessionaire agrees to be aware of and ensure the Sub-Contractor is similarly aware of the Applicable Laws in respect of environmental protection as well orders and regulations issued pursuant to the same, and to make all its employees and the Sub-Contractor fully cognizant of their responsibilities thereunder. The Concessionaire undertakes that all Works shall be completed in a manner which complies with the Applicable Laws. Concessionaire shall clean-up and remove any pollutants resulting from Concessionaire's non-compliance with the provisions of the Applicable Laws at its cost and expense; and if Concessionaire fails to do so, BPPPA/BECL/GOB may cleanup and remove any pollutants at Concessionaire's cost and expense. Without in any way limiting the generality of any other indemnity provisions contained in the PPP Agreement, Concessionaire agrees to indemnify and hold GOB/BECL/BPPPA harmless from and against all liability, loss, cost, damage and/or expense of every nature caused by, arising from, growing out of or incidental to any failure of Concessionaire to comply with the provisions of this paragraph.

5.0 FOSSILS

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be promptly handed over to GoB/BECL/BPPPA, after informing them of the same. The Concessionaire shall take reasonable precautions to prevent Concessionaire 's Personnel or other persons from removing or damaging any of these findings.

6.0 DETAILED WORK PROGRAMME/SCHEDULE

The Concessionaire shall, within fifteen (15) days of the notification with the intent to award the PPP Agreement, submit to GoB/BECL/BPPPA as per the PPP Agreement, **level 03 Detailed Work Program/Schedule.**

7.0 COMPLIANCE WITH STATUTES, REGULATIONS, ETC.

7.1 The Concessionaire shall conform in all respects with the provisions of any and all Applicable

Laws which are relevant to the Project/Works, , and shall keep the GoB/BECL/BPPPA indemnified against all penalties and liabilities of every kind for breach of any provisions of the Applicable Laws.

- 7.2 The Concessionaire shall pay particular attention to all legal, technical and safety requirements in force concerning the Works to be performed for the Project.
- 7.3 The Concessionaire shall at all times comply with the provisions of all applicable labor laws in Pakistan. The GoB/BECL/BPPPA shall have the right but not the obligation to carry out periodic checks to ensure the compliance with the labor laws and any rules or regulations framed thereunder., Should the Concessionaire be in default of these obligations, the GoB/BECL/BPPPA may serve a notice of such default on the Concessionaire. The Concessionaire shall be obligated to rectify the default within the time specified in the notice as per the PPP Agreement.

8.0 INSPECTION OF SITE

- 8.1 The Concessionaire shall also be deemed to have inspected and examined the Site and its surroundings/ working culture and information available in connection therewith and to have satisfied itself, before submitting its Bid, as to the form and nature thereof, the extent and nature of work and materials necessary for the completion of the Project, the means of access to the Site and in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect its Bid.
- 8.2 Any neglect or failure on the part of the Concessionaire in obtaining the necessary information mentioned hereinabove or any other matter affecting the PPP Agreement, shall not relieve the Concessionaire from any risks or liabilities or from the responsibility for the completion of the Works in strict accordance with the PPP Agreement and this RFP. In no case will GoB/BECL/BPPPA assume responsibility nor any liability of any kind whatsoever for the Concessionaire's failure, neglect or inability to obtain the necessary information as detailed in this paragraph 8.

9.0 STORAGE AND HANDLING FACILITIES

The Concessionaire shall be responsible for handling and storage of all equipment and material at Site at its risk and cost.

10.0 UTILITIES FOR CONSTRUCTION

The Utilities i.e. electric power, water, air etc. necessary for the entire construction/ installation/erection works will be arranged by the Concessionaire. All expenditure and costs thereof shall be to the Concessionaire's account.

11.0 SECURITY AND LIGHTING

The Concessionaire shall in connection with the Works provide and maintain at its own cost all lights, guards, fencing and security arrangements when and where necessary or required by GoB/BECL/BPPPA for the protection of the temporary/permanent Works, or for the safety and convenience of personnel working at the Site.

12.0 COMPLETENESS OF CONSTRUCTION/ERECTION/INSTALLATION WORK

- 12.1 It is the intent of the technical specifications to provide for the construction, erection, installation and testing of the foundations, equipment and material specifically noted, shown, or called for. The omission of specific reference to any item of work that is reasonably necessary for the proper functioning of the Works and all other equipment in the facility will not relieve the Concessionaire of the responsibility to furnish all insurances, equipment, materials, transportation and/or labor required for a complete construction, installation and erection work, satisfactory to GoB/BECL/BPPPA.
- 12.2 The technical specifications (attached) are presumed correct, but complete accuracy is not guaranteed. Any error or ambiguity must be reported to GoB/BECL/BPPPA before starting the work affected.

13.0 QUALITY OF MATERIALS & WORKMANSHIP AND TESTS

- 13.1 All civil/ mechanical/ electrical construction works/ equipment/ materials and workmanship shall be of the respective kinds described in the specifications and in accordance with GoB/BECL/BPPPA's instructions and shall be subject from time to time to such tests as GoB/BECL/BPPPA may direct at the place of manufacture/fabrication, or at Site.
- 13.2 The Concessionaire shall provide inspection and testing equipment, instruments, machines, labor and material as are normally required for examining, measuring and testing any works and for execution of various quality control tasks, mechanical, destructive, non-destructive tests, etc., as required by codes. The quality control tasks shall be performed by the Concessionaire 's competent personnel in accordance with a site testing and quality control program to be established by the Concessionaire.
- 13.3 The Concessionaire shall keep a complete record of all quality tests performed on Site.
- 13.4 Hydrostatic tests and Radiography on site shall generally be carried out on all the pipelines, piping & equipment work in the LPG Testing Lab.
- 13.5 All quality controls and tests shall be carried out in accordance with the attached technical specification, applicable international standards and codes.

14.0 INSURANCE & LIABILITIES

14.1 After execution of the PPP Agreement, the Concessionaire will procure following insurance policies as soon as possible preferably before execution of Works. Such time for procurement of policies should however not exceed fifteen (15) days from execution of the PPP Agreement.

- Construction All Risk Physical Damage/Erection All Risk Insurance Policy
- Third Party Liability Insurance Policy, and
- Employee/Workmen Compensation Policy

Such insurances shall be evidenced by standard insurance policies in form and substance satisfactory to GoB/BECL/BPPPA.

a. Construction/Erection All Risk Insurance Policy

The Concessionaire shall maintain a construction (erection) all risk insurance policy including sabotage and terrorism for sum assured value of not less than contract value. The policy will cover all physical loss or damage caused or done to permanent and temporary works completed or in progress, construction, commissioning and performance testing phases of the installed systems of work with extended coverage for Concessionaire's own equipment/material and Sub-Contractor supplied equipment / material stored at the Site or any other location as specified by the Concessionaire.

b. Third Party Liability Insurance Policy

The Concessionaire shall procure, and maintain Third Party Liability Insurance Policy for sum insured **not less than PKR 50,000,000/- (Pakistani Rupees Fifty Million), which may be revised in line with circumstance of the surrounding of work place** to cover any claim(s) arisen on account of death, injury and /or disease to persons (other than employees of the Concessionaire/Sub-Contractor), or loss or damage to any other party/ property out of/ in connection with/in the course of performance of the PPP Agreement.

c. Employee/Workmen Compensation Policy

Employees/workmen compensation policy, according to Applicable Laws, covering liabilities arising out of injury or death to Concessionaire, its employees or its Sub-Contractors out of or in connection with the performance of PPP Agreement.

15.0 STARTUP & COMMISSIONING

The Concessionaire shall be responsible for carrying out tests and startup & commissioning of the systems installed under the PPP Agreement.

16.0 TITLE

Title of equipment and facilities furnished by Concessionaire or its Sub-Contractors shall be governed under the PPP Agreement on the date of Final Acceptance Certificate.

17.0 APPLICABLE INDUSTRY CODES AND STANDARDS

The system shall be designed to the requirements of attached project specifications and International Codes & Standards.

PART 3
ANNEXURES

VOLUME III – PPP AGREEMENT AND APPENDICES

DRAFT PPP AGREEMENT