REQUEST FOR PROPOSAL (RFP)

FOR

“GROUND WATER ASSESSMENT AND HYDROLOGICAL STUDIES IN THE AREAS OF WAULA & JASWAL IN DISTRICT CHAKWAL AND LILLAHI-PIND DADAN KHAN IN DISTRICT JHELUM”

GENERAL MANAGER (TECHNICAL)
PUNJAB MINERAL DEVELOPMENT CORPORATION

October 2014
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In submitting an application in response to the RFP, each Bidder certifies that it understands, accepts and agrees to the disclaimers set forth above. Nothing contained in any other provision of this RFP nor any statements made orally or in writing by any person or party shall have the effect of negating or suspending any of the disclaimers set forth in this disclaimer.
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</tr>
</tbody>
</table>
DEFINITIONS AND INTERPRETATIONS

In this RFP, unless the context otherwise requires, the following terms shall have the meanings set forth below:

“Bid” means the Technical and Financial Proposals and other related documents submitted by the Bidders in response to this RFP.

"Contractor" means the entity undertaking execution of the Project.

"Bid Submission Date" is defined in paragraph 6.3 of Section - D of this RFP.

"Bidder" means a Firm or a Company participating in the Bidding Process for undertaking the Execution of the Project. The term Bidder has been interchangeably used with the term "Firm / Company" in this RFP.

“Client" or “PUNJMIN” means Punjab Mineral Development Corporation.

"Project" means the groundwater assessment and hydrological studies in the areas of Waula & Jaswal in district Chakwal and Lillah-Pind Dadan Khan in district Jhelum, to be undertaken by an entity to be selected by PUNJMIN pursuant to a Bidding Process.

In this RFP, unless the context otherwise requires:

(a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

(b) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);

(c) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this RFP;

(d) the words "include" and "including" are to be construed without limitation;

(e) any reference to any period of time shall mean a reference to that according to Pakistan Standard Time;

(f) any reference to day shall mean a reference to a calendar day;

(g) any reference to month shall mean a reference to a calendar month;

(h) any reference to GoPb shall mean Government of the Punjab;

(i) the Annexure to this RFP or any Addenda issued later on to clarify matters, if any, form an integral part of this RFP and will be in full force and effect as though they were expressly set out in the body of this RFP;

(j) unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

(k) any reference to "Bidding Process" shall mean the entire process for selection of the Contractor commencing from issuance of Request for Proposal (RFP) to the Bidders until signing of Agreement for the Project;

(l) any reference to "Contractor" shall mean the selected Bidder with whom Agreement for execution of the Project will be signed;
Groundwater Assessment and Hydrological Studies

(m) the term Bid/Proposal has been interchangeably used in this RFP.
SUBMISSION LETTER

(This letter shall be submitted by the Bidder on its letter head)

Date: Month, Day, Year

General Manager (Technical),
Punjab Mineral Development Corporation,
2nd Floor, Alfalah Building,
The Mall, Lahore.

Dear Sir,

SUBJECT: Groundwater Assessment and Hydrological Studies in the Areas of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum.”

The undersigned, being duly authorized to represent and act on behalf of (Bidder), applying for bidding for the Project cited above, is pleased to enclose one (1) original copy of Technical Proposal & one (1) copy of Financial Proposal (together with two copies of each) in accordance with the terms set forth in the RFP and declare the following:

a. We have examined and have no reservations to the RFP issued;

b. We agree to comply with all the tender rules, laws and regulations governing the tender as issued by Client from time to time;

c. We accept the exclusive application of the federal laws of Pakistan and provincial laws of Punjab with respect to procedures laid down in the RFP;

d. We accept the right of the Client to (i) request additional information reasonably required to assess the Proposals, (ii) amend the procedures and rules or make clarifications thereof, and (iii) extend or amend the schedule of the Bidding Process;

e. We understand that you may cancel the Bidding Process at any time and that you are not bound either to accept any Application that you may receive or to invite the Bidders for the subject Project;

f. Prequalified Bidders will be subjected to verification of all information submitted for prequalification at any time during the Prequalification Process;

g. [Name of Bidder] hereby represents and warrants that as of the date of this letter:
   - All the information submitted is accurate in all respects;
   - Bidder has not been subject to any voluntary or involuntary bankruptcy or insolvency or similar proceeding during the last five (5) years; and
   - Bidder has paid all taxes due, except those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established.
Groundwater Assessment and Hydrological Studies

Capitalized terms used which have not been defined herein shall bear the meaning ascribed to them in the RFP.

PUNJMIN and its authorized representatives may contact the following person(s) for further information, if needed:

Name:
Phone #
Cell #
Email:

The undersigned declares that the statements made and the information provided in this Bid are complete, true and correct in every detail.

Signature of Authorized Signatory

Name and Title of Signatory:

Name of the Firm/Company:

Address:
SECTION - A: INFORMATION TO BIDDERS
1. PROJECT DEVELOPMENT PROCESS

The sequence of activities to be performed during the Bidding Process is provided below for comprehension of the way forward leading to award of contract for the Project:

**Bidding Process**

(i). Invitation of Applications including issuance of Request for Proposal (RFP) to the Bidders;

(ii). Submission of Technical & Financial Proposals including Bid Bond;

(iii). Opening of Technical Proposals;

(iv). Evaluation of Technical Proposals for prequalification of the Bidders;

(v). Opening of Financial Proposals;

(vi). Notice of Award through issuance of Letter of Acceptance;

(vii). Signing of Agreement for the Project;

(viii). Placement of Performance Security and Release of Bid Bond;

(ix). Commencement of Work; and

(x). Project Exit.

2. PROPOSED SCHEDULE

PUNJMIN shall endeavor to adhere to the following schedule during the Bidding Process:

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bidding Process</strong></td>
<td></td>
</tr>
<tr>
<td>Issuance of Request for Proposal (RFP) to the Bidders</td>
<td>October 10, 2014</td>
</tr>
<tr>
<td>Pre Bid Meeting at Client’s office</td>
<td>October 21, 2014</td>
</tr>
<tr>
<td>Submission of Proposals including Bid Bond</td>
<td>October 28, 2014</td>
</tr>
<tr>
<td>Opening of Technical Proposals</td>
<td>October 28, 2014</td>
</tr>
<tr>
<td>Opening of Financial Proposals</td>
<td>November 05, 2014</td>
</tr>
<tr>
<td>Notice of Award through issuance of Letter of Acceptance</td>
<td>November 13, 2014</td>
</tr>
<tr>
<td>Signing of Agreement for the Project</td>
<td>November 17, 2014</td>
</tr>
</tbody>
</table>
3. INTRODUCTION AND BACKGROUND OF THE PROJECT

PURPOSE

The purpose of this Request for Proposal (RFP)) is to invite Bids from the prospective Bidders for the execution of the titled Project. The Bids must be submitted on the basis of “Single Stage Two Envelops Procedure”. Interested parties would be required to submit separately the “Technical Proposal” and “Financial Proposal” in the sealed envelopes.

Information regarding the Project is set forth below:

BRIEF INTRODUCTION

3.1 Mineral Potential in Punjab

Punjab is the largest province of Pakistan with 53% contribution in national GDP whereas Punjab’s Gross Regional Product is approximately PKR 13,532 trillion. Government of the Punjab is fully committed to develop its mineral resources with special focus on utilization of these resources for industrial development in the province. Government of the Punjab has got estimated coal resources in Salt Range – Trans Indus Range at JORC Standards in February, 2013, by engaging Australian Consulting Firm M/s SNOWDEN and now it is endeavoring for foreign investment in energy sector as well as coal mining sector for the installation of 2x150 MW coal fired power plants.

3.2 The Client: Punjab Mineral Development Corporation

The Client (PUNJMIN) is a body corporate of the Government of Punjab, established under Punjab Mineral Development Corporation Act No XXXIII of 1975. Having a highly experienced team of geoscientists at its strength, PUNJMIN has the mandate for development, surveying, prospecting, exploring, mining, processing, industrial exploitation and purchase and sale of minerals including their import and export and for the improvement of communications, water supply, power and such other ancillary matters as may be conducive to the attainment of these purposes in the areas selected by the Corporation for any such development, in the province.

PUNJMIN is actively involved in mineral exploration and mines development since its inception and successfully running mining projects of coal, rock salt, gypsum, silica sand and fireclay. Its yearly production/sale share in respect of above stated minerals ranges from 15% to 18% of the total production/sale in the province.

3.3 Background of Hydrological Study in Proposed Areas

As reported in Snowden’s Study, potential coal resources of 594 million tons are available in Salt Range & Trans-Indus Range (Surghar Range) in the districts of Jhelum, Chakwal, Khushab and Mianwali. Coal is being exploited since long in the province and is used mainly in brick kilns, and with a minor use in local industry. However, in view of the power shortage in the country as well as in the province, Government of Punjab is keen to utilize the available coal resources for power generation to meet the power requirements of the province.

Besides coal requirement, a large quantity of fresh water is also needed on daily basis for coal fired power plants throughout their life time. It, therefore, deems necessary to conduct the groundwater assessment & hydrological studies at suitable sites in the areas located near Waula, Jaswal in district Chakwal & in Lillah-Pind Dadan Khan in district Jhelum to assess the aquifers parameters in
these areas and to evaluate as to whether all these aquifers or any of these can meet the water requirements of the proposed power plants throughout their life time. Moreover, the hydrological study in Waula area will also determine the possibility of development of mining units in the area located on both sides of Choa Saiden Shah-Kallar Kahar, as no mining could be conducted in this area due to presence of aquifers in limestone of Sakesar & Nammal Formations lying over the coal bearing Patala Formation.

The project areas of Waula, Jaswal and Lillah-Pind Dadan Khan are engulfed by the following coordinates on Survey of Pakistan maps 43-D/13, 43-D/14, 43-H/1, & 43-H/2:-

1. COORDINATES OF LILLAH-PIND DADAN KHAN AREA

<table>
<thead>
<tr>
<th>Point</th>
<th>Easting (Meters)</th>
<th>Northing (Meters)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3189486</td>
<td>922127</td>
</tr>
<tr>
<td>2</td>
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</tr>
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<td>930917</td>
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<td>3213380</td>
<td>924679</td>
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<tr>
<td>6</td>
<td>3207601</td>
<td>922075</td>
</tr>
<tr>
<td>7</td>
<td>3193640</td>
<td>914283</td>
</tr>
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</table>

TOTAL AREA = 75277 ACRES

2. COORDINATES OF WAULA AREA

<table>
<thead>
<tr>
<th>Point</th>
<th>Easting (Meters)</th>
<th>Northing (Meters)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>952820</td>
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<td>3</td>
<td>3202314</td>
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<td>3208268</td>
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<td>13</td>
<td>3204403</td>
<td>948447</td>
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<tr>
<td>14</td>
<td>3202580</td>
<td>947819</td>
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<td>15</td>
<td>3199830</td>
<td>947099</td>
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<tr>
<td>16</td>
<td>3197437</td>
<td>947125</td>
</tr>
<tr>
<td>17</td>
<td>3196306</td>
<td>947638</td>
</tr>
<tr>
<td>18</td>
<td>3190774</td>
<td>951418</td>
</tr>
</tbody>
</table>

TOTAL AREA 22190.66 ACRES
Presently, some wells have been developed in these areas by the local inhabitants, Public Health Engineering Department (PHED) and some industrial units, from where water is being pumped out. The wells developed by locals are used for domestic as well as for agriculture purposes, whereas the wells developed by PHED are used for water supply schemes of nearby villages and industrial units are pumping water for their industrial as well as other uses.

Moreover, extensive drilling for coal has been carried out in Waula area by various national technical organizations, the boreholes logs of which are available and can be useful for studying the behavior of subsurface geological formations.

**Justification for Groundwater Assessment & Hydrological Studies**

The coal resource in Salt range comprises of thin coal seam with pinching & swelling nature, with an average thickness of 0.45 meter. The quality of coal is suitable for power generation as per Snowden’s Report. Besides the thin “rank D coal seam”, beds of highly carbonaceous shales, some of which have good calorific values, are also present below the coal seam. If these highly carbonaceous shales are found suitable for blending with the rank D coal to be used for coal fired power plants, a big breakthrough can be achieved to use the blend of coal & highly carbonaceous shales for power generation, as the power plants using the 3000 GCV coal are working in many countries.

In Dalwal area, beds of high carbonaceous shales are present in abundance as compared to other coal bearing areas of Salt Range which can possibly be used in a blend with local coal for power generation.

The groundwater assessment & hydrological studies in above stated areas, will facilitate in arriving at the decision for selection of power plant site, while the study in Waula area will lead towards the installation of coal mining units, where aquifers are present in limestone of Sakesar & Nammal Formations, lying over coal bearing Patala Formation.
3.4 Location/Logistic Information of the Project Area

The studies areas have a good communication network of metalled & fair weather roads and can be approached easily.

3.5 Selection and Engagement of Contractor(s) to undertake the Project

PUNJMIN/Client through advertisements, has already sought the applications from the interested Firms/Companies.

Bidders are required to peruse and thoroughly familiarize themselves with the RFP before submission of applications.

3.6 Selection and Engagement of Bidder for the Project

In view of above, the Client desires to engage a Firm/Company, possessing sufficient capabilities and relevant experience, through competitive Bidding Process to act as Contractor of the Project. The successful Bidder (Contractor) shall be responsible for the execution of the entire work of the Project. The Scope of Work of the Contractor is defined in Section B: Terms of Reference, of this RFP.
SECTION - B: TERMS OF REFERENCE
1. OBJECTIVE OF THE SCHEME

The overall purpose of the Scheme is to conduct groundwater assessment and hydrological studies in the areas of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum as per laid down procedures, after assessment & review of all the previous data of the areas, produced by various organizations and thereafter; carry out reconnaissance hydrological survey of all the wells installed in the area, conduct geophysical surveys, develop test & observation wells; and submit comprehensive report of the studies as per Scope of Work, to establish basis for recommendations for (i) meeting the water requirements of proposed power plants and (ii) possibility of development of the mining units in the Waula area located on both sides of Choa-Kallar Kahar road.

Punjab Mineral Development Corporation (PUNJMIN), therefore, intends to appoint a technically & financially sound Contractor having proper machinery/equipment, software, sufficient experience of conducting such type of studies/investigations and good number of relevant qualified & experienced technical staff. The Contractor will plan and execute the entire work as per Scope of Work and after completion of the same, will produce & submit a comprehensive report in this regard.

2. SCOPE OF WORK

The Contractor will undertake the work as per following Scope of Works in three areas of Waula, Jaswal & Lillah-Pind Dadan Khan, located in the districts of Chakwal & Jhelum: -

2.1 Lillah - Pind Dadan khan Area

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Works</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Phase-I</td>
</tr>
<tr>
<td>1</td>
<td>Collection, review and analysis of available hydrogeological data (hydrogeology, groundwater levels and climate)</td>
</tr>
<tr>
<td>2</td>
<td>Technical report on Phase-I Studies</td>
</tr>
<tr>
<td></td>
<td>Phase-II</td>
</tr>
<tr>
<td>1</td>
<td>Electrical resistivity survey for ground water studies to collect information down to 300 ft.</td>
</tr>
<tr>
<td></td>
<td>Phase-III</td>
</tr>
<tr>
<td>1</td>
<td>Mobilization and demobilization of drilling rig to the site along with allied accessories and crew.</td>
</tr>
<tr>
<td>2</td>
<td>Drilling of test borehole down to 328 ft depth using rotary drilling rig</td>
</tr>
<tr>
<td>3</td>
<td>Design and installation of 328ft deep test tubewell of 1.0 cusec discharge capacity using fiber glass material including development and testing at 0.5 - 1.0 cusec.</td>
</tr>
<tr>
<td>4</td>
<td>Drilling and installation of about 2 observation wells with total depth of 450 ft using 1.5 inch diameter PVC pipe. The drilling shall be carried out by percussion method.</td>
</tr>
<tr>
<td>5</td>
<td>Performance of pump out test at design discharge i.e., tentatively 0.25 – 0.50 cusec.</td>
</tr>
<tr>
<td>6</td>
<td>Analysis of pump out test data to calculate aquifer parameters and thereafter design of battery of tubewells within the project area as per total...</td>
</tr>
</tbody>
</table>
water quantity requirement of the proposed power plants of 2x150MW capacity.

2.2. Waula Area

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Phase-I</strong></td>
</tr>
<tr>
<td>1</td>
<td>Collection, review and analysis of available hydrogeological data (hydrogeology, groundwater levels and climate)</td>
</tr>
<tr>
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<td>Technical report on Phase-I Studies</td>
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<td></td>
<td><strong>Phase-II</strong></td>
</tr>
<tr>
<td>1</td>
<td>Electrical resistivity survey for ground water studies to collect information down to 300 ft.</td>
</tr>
<tr>
<td></td>
<td><strong>Phase-III</strong></td>
</tr>
<tr>
<td>1</td>
<td>Mobilization and demobilization of drilling rig to the site along with allied accessories and crew.</td>
</tr>
<tr>
<td>2</td>
<td>Drilling of test borehole down to 492 ft. depth using rotary drilling rig</td>
</tr>
<tr>
<td>3</td>
<td>Design and installation of 492ft deep test tubewell of 1.0 cusec discharge capacity using fiber glass material including development and testing at 0.5 - 1.0 cusec.</td>
</tr>
<tr>
<td>4</td>
<td>Drilling and installation of about 2 observation wells with total depth of 450 ft. using 1.5 inch diameter PVC pipe. The drilling shall be carried out by percussion method.</td>
</tr>
<tr>
<td>5</td>
<td>Performance of pump out test at design discharge i.e., tentatively 0.25 – 0.50 cusec.</td>
</tr>
<tr>
<td>6</td>
<td>Analysis of pump out test data to calculate aquifer parameters and thereafter design of battery of tubewells within the project area as per total water quantity requirement of the proposed power plants of 2x150MW capacity.</td>
</tr>
</tbody>
</table>

2.3. Jaswal Area

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Works</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Phase-I</strong></td>
</tr>
<tr>
<td>1</td>
<td>Collection, review and analysis of available hydrogeological data (hydrogeology, groundwater levels and climate)</td>
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<td>Technical report on Phase-I Studies</td>
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<td></td>
<td><strong>Phase-II</strong></td>
</tr>
<tr>
<td>1</td>
<td>Electrical resistivity survey for ground water studies to collect information down to 300 ft.</td>
</tr>
</tbody>
</table>

3. CHANGE IN SCOPE OF WORK

A project steering committee comprising of the following members may meet as and when required to review/monitor the work done, time lines and may improve or change the scope of work subject to the ongoing data interpretation to achieve the objectives. However, this will be exercised with the consultation of Contractor.

1. Managing Director, PUNJMIN Chairman
2. Director General, Mines & Minerals, Punjab  Member
3. General Manager (Technical), PUNJMIN Member
4. Representative of P&D Department (BS-18 or above) Member
5. Manager (Geology), PUNJMIN Member/Coordinator

4. GENERAL TERMS

4.1 Quality assuring by the Contractor

All activities of the project will be executed by the Contractor strictly in accordance with the scope of work. The Contractor’s work / reports / maps / data etc. will be accepted by the Client after authentication of the same by the authorized representative of PUNJMIN.

4.2 Liaison Person

Contractor shall appoint a Liaison Person for close and effective coordination with PUNJMIN.

4.3 Staffing / equipment engaged by the Contractor

In case of unsatisfactory performance of Contractor’s staff/officers, machinery/equipment and/or software engaged for the project; the Client may ask the Contractor to substitute the same with relevant qualification & experience staff, machinery/equipment and software of proper specification.

4.4 Operational problems

The intention of the Client and the Contractor is to carry out all the work, faithfully and in accordance with the terms & conditions of this agreement made between both the parties. In case some grievance arises, it shall immediately be brought in writing to the notice of the other party to redress it and take the remedial measures, as provided in the arbitration clause.

4.6 Operational Charges

The Contractor will bear all sorts of operational charges including transportation, residencies, pay & allowances and other liabilities of its staff / officers engaged in day to day working of the project.

4.7 Additional Claims

Any legitimate claim(s) arising during the execution of the work shall be brought to the notice of the Client in writing within 15 days of execution of the related item of work. The Client shall process the claim expeditiously and convey its decision to the Contractor within fortnight. In case of any dispute the matter will be decided according to the provisions of arbitration clause.

4.8 Camping & Storage

The Contractor will make its own arrangement for accommodation to its personnel and storage of equipment/supplies at working sites as well as at other places.
4.9 Payments to the Contractor

Payments will be made according to break up as given in Annexure-A in Clause ‘4.19’ of the section “terms of reference for Contractor”. The payments will be made within 15 days after the authentication of each prescribed deliverable by the authorized representative of PUNJMIN.

4.10 Retention Money

PUNJMIN will make payment to the Contractor as per payment v/s time lines given in Annexure-A in Clause ‘4.19’ of “terms of reference for Contractor” subject to deduction of retention money @ 10 % from each invoice.

4.11 Intellectual property

Notwithstanding anything to the contrary in the Project Contract or any other document or instrument, the Client shall have exclusive proprietary rights in all intellectual property pertaining to all data including hydrological, geophysical, quality control and data verification results, evaluation, conclusions and recommendations, production data, including all relevant illustrations, reports, maps & studies etc., whether recorded in hard copy or in digital format in respect of this study and all the works and activities undertaken and all output/deliverables generated, with respect to the Project.

4.12 Secrecy of Work

All information obtained during the course of studies/investigations in any form, shall be treated as confidential and will not be passed on or disclosed to anybody / firm except the authorized representative of the Client.

4.13 Safety of the Personnel

The Contractor shall be solely responsible for the safety of the lives of its personnel engaged on the work and accomplish necessary precautions and preventive measures. The Contractor will indemnify the Client from all the claims and items during the progress of the work on account of any accident or other unforeseen causes.

4.14 Inspection

a. The Contractor shall provide the Client or its representatives all reasonable facilities, for the purpose of inspections, obtaining information / data /record to ensure proper execution of the project both in its office and at site.

b. The Contractor will provide a list of technical staff deployed at working sites along with their contact details to the Client or its representatives for coordination and monitoring of the job.

c. The Contractor will complete the job and submit 5 copies, (hard & soft) of the report on groundwater assessment & hydrological studies in respect of all the project areas; prepared after the execution of all hydrological surveys, pumping tests, logging, geological/geophysical surveys & other information along with interpreted, maps and complete sets of the data upon the completion of the project.
4.15 Force Majeure

The Client and the Contractor will not be liable for failure to carry out their duties under the contract due to events, acts or circumstances beyond their control, if by reasons of Force Majeure the work schedule of the contract cannot be adhered to, the period will be extended by the Client keeping in view the circumstances / requirement of work as per this agreement.

4.16 Penalty

In case of breach of clause(s) of this agreement by the Contractor, the Client can, after recording the reasons, penalize the Contractor accordingly with a penalty to the extent of non-performance of the contractual obligations.

4.17 Dispute Settlement

Any dispute between the parties as to matter arising pursuant to this project which cannot be settled amicably within seven (7) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the following procedure:

a. In first stage refer the matter to Managing Director, Punjab Mineral Development Corporation.

b. If dispute not settled during first stage, matter will be referred to Secretary, Mines & Minerals Department, Government of the Punjab, Lahore.

c. In case dispute not resolved through above procedure then both parties will be at liberty to proceed as per provisions of the Arbitration Law of Pakistan and of the Rules made there under and any statutory modifications thereto. Place of Arbitration will be Lahore, Pakistan.

4.18 DELIVERABLES

1. Inception report

After reviewing the available information, the Contractor will submit an inception report describing the methodology and fortnightly breakup of the work schedule and engagement of respective experts along with technical staff for the entire period of the project.

2. Progress reports

Apart from daily reports of all the activities carried out at project areas, the Contractor shall submit interim progress reports on fortnight basis as well at the end of each fortnight, containing up to date work details along with maps, illustrations / drawings etc. The Contractor should record complete justification of any delay/deviation by him in the work against the timelines set in the inception report.

3. Draft final report

Draft Report shall include the complete information regarding hydrological conditions of the areas, aquifers parameters, possibility of meeting the water requirements of the proposed power plants and possibility of development of mining units in Waula area, with a special focus on possible hazards during the development of mining units & during the course of coal excavation, with all
Groundwater Assessment and Hydrological Studies

maps/drawings, test & observations and wells data; and the recommendations and way forward to develop mining units for exploitation of coal in the area.

4. Final report

After incorporating the amendments/suggestions proposed by the Client in Draft Final Report, **Contractor** will submit the Final Report and provide five (05) soft and hard color copies of the same including all drawings, maps, graphs, logs of test & observations holes, and all other relevant data.

4.19 TIME LINES

**Contractor** would be required to complete the whole assignment within Two months period from the commencement of the project as per the scope of work to provide deliverables subject to acceptance of the **Client**. The break up for the purpose to prepare and submit Deliverables will be as per following Annexure-A:

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Deliverables</th>
<th>Time (days from the commencement date)</th>
<th>Payment Schedule</th>
</tr>
</thead>
</table>
| 1     | **Week-1**  
  i. Inception Report                                                       | 7                                      | 10%             |
| 2     | **Week-2**  
  i. Review & assessment of previous data.  
  ii. Reconnaissance hydrological survey.  
  iii. Report on hydrological survey                                               | 20                                     | 15%             |
| 3     | **Week-5 to 7**  
  i. Conducting of geophysical Surveys.  
  ii. Designing and installation of test wells & observation wells in all the areas.  
  iii. Performance of pump out tests.  
  iv. Analyses of pump out test data.                                              | 48                                     | 60%             |
| 4     | **Week-8**  
  i. Data compilation  
  ii. Preparation & submission of complete draft hydrological report.             | 55                                     | 10%             |
| 5     | **Week-9**  
  i. Submission of final report to the Client after incorporating the amendments / suggestions proposed by the Client. | 60                                     | 5%              |
SECTION - C: INSTRUCTIONS TO BIDDERS
5. INSTRUCTION TO BIDDERS

5.1. Technical and Financial Proposals

5.1.1. Technical Proposal

The Technical Proposal shall demonstrate comprehensive understanding of the Project by the Bidder specifying its approach and work methodology, work plan and its resources (especially machinery, equipment and manpower) that the Bidder will utilize to execute the Project. The Technical Proposal shall be prepared in accordance with the Project Scope of Work provided in Section – B of this RFP and using the format attached in Section - D of this document.

5.1.2. Financial Proposal

The Financial Proposal shall be expressed in Pakistan Rupees only and be prepared using the format provided in Section - D of this document, and submitted according to the procedure described in Section - C of this document. PUNJMIN will not be responsible for any tax liability arising out of execution of this Project.

The Technical and Financial Proposals shall be evaluated by PUNJMIN in terms of the criteria described in Section - C. Any Technical or Financial Proposal not in strict conformity with the Project Scope of Work provided in Section – B and format and forms attached in Section - D of this RFP, will be subject to rejection at the discretion of PUNJMIN.

All communications including Technical and Financial Proposals will be written in English language for the ease of comprehension and comparability. All Bids shall be submitted in hard and soft (CD/DVD) forms, Bids sent through fax or email shall not be considered. Bids shall be submitted in accordance with the guidelines provided in Section - C.

The Bid must be received by the Client at the address provided below by 03:00 PM on 10th October, 2014. Any Bid received by the Client after the prescribed deadline will be returned unopened to such Bidder.

General Manager (Technical)
Punjab Mineral Development Corporation
2nd Floor, Alfalah Building,
The Mall, Lahore.

5.2. Non Acceptance of Conditional Bids

Under no circumstances shall PUNJMIN consider a conditional Bid.

5.3. Clarifications

A Bidder requiring clarification on any of the terms contained in this RFP or the Annexures attached hereto, may send an email to Mr. Muhammad Jamil, General Manager (Technical), PUNJMIN at punjmin.gmt@gmail.com. In the interest of fairness, any clarifications issued to any of the Bidders, will be emailed to all the Bidders without disclosing the identity of the sender.

5.4. Language of Proposal

The Proposal and any related information will be written in English language for the ease of comprehension and comparability.
5.5. Costs
The Bidder shall bear all costs and expenses associated with the preparation and submission of its Proposal/application, including, without limitation, all costs and expenses related to Bidder's preparation of responses to questions or requests for clarification issued by the Client.

5.6. Evaluation Requirements
The Bidders will provide all the information required for evaluation clearly and without any doubt.

5.7. Participation Restrictions
1. No Bidder may prequalify if it owns more than five per cent (5%) of the shares (directly or indirectly, in terms of voting rights and/or rights to dividends) of another Bidder.
2. No Bidder may prequalify if it has any representative on the Board of Directors of another Bidder.
3. No Firm or Bidder may prequalify if any of the Client’s advisors or external consultants holds any shares or has any representatives in the Board of Directors of the Bidder.
4. Notwithstanding the foregoing, a Bidder may prequalify if it can present evidence reasonably satisfactory to the Client that arrangements have been established such that any such cross shareholdings do not materially affect the independent decisions of the Bidder in which such cross shareholding exists.

5.8. Ineligibility of an Bidder
If an Bidder has been barred by any Central, State or local government or government instrumentality in Pakistan or in any other jurisdiction to which the Bidder belongs or in which the Bidder conducts its business, from participating in any project, and the bar subsists as on the Bid Submission Deadline, such entity shall not be eligible to submit an Bid.

5.9. Prequalification Criteria
Each Bidder's general and particular experience, personnel and financial position, as demonstrated by the Bidder's responses in the prescribed forms will be evaluated as per prequalification criteria given in this RFP. The Client reserves the right to waive minor deviations, if these do not materially affect the capability of an Bidder to perform the contract.

Sub-Contractor(s)’s experience and resources shall not be taken into account for determining the Bidder’s compliance with the prequalification criteria.

5.10. Partnering between Prequalified Bidder and Non-Prequalified Bidder
Non-prequalified Bidder shall not be entitled to partner with a prequalified Bidder.
SECTION - D: SUBMISSION AND EVALUATION OF PROPOSALS
6. SUBMISSION OF PROPOSAL

6.1. Format and Signing of the Proposal

The Proposal must be submitted on the basis of “Single Stage Two Envelops Procedure”. All the Bidders are required to submit the “Technical Proposal” and “Financial Proposal” separately in the sealed envelopes, both clearly marked “Technical Proposal - Groundwater Assessment and Hydrological Studies in the areas of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum” and “Financial Proposal - Groundwater Assessment and Hydrological Studies in the areas of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum” respectively. Both the envelops should also be sealed in another large envelop clearly marked “Technical and Financial Proposal - Groundwater Assessment and Hydrological Studies in the areas of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum”.

The Proposal shall be signed by a duly authorized representative of the Bidder. The Proposals shall include a Power of Attorney (Annexure - 1 of Section - F of this RFP) authorizing such representative to sign and submit the Proposals to PUNJMIN on behalf of the Bidder. Authorized representative of Bidders shall make initials on each page of Proposal.

The Bidder may modify, substitute or withdraw its Proposal after submission, provided that written notice of the modification, substitution or withdrawal is received by PUNJMIN prior to the Proposal Submission Date. No Proposal shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Submission Date. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate. Any alteration/ modification in the Proposal or additional information supplied subsequent to the Proposal Submission Date shall be disregarded.

6.2. Sealing and Marking of Proposal

The inner and outer envelopes shall be addressed to the Client (PUNJMIN) at the following address:

General Manager (Technical),
Punjab Mineral Development Corporation,
2nd Floor, Alfalah Building, Shahrah-e-Quaid-e-Azam,
Lahore.
Ph: +92 42 9920 5195, +92 42 9920 5181-82, Fax: +92 42 9920 5185

The outer envelope shall indicate the name and address of the Bidder to enable the relevant Proposal to be returned unopened in the event that it is declared “late”.

If the outer envelope is not sealed and marked as required, the Client will assume no responsibility for any misplacement or premature opening of the Proposal.

6.3. Deadline for Submission of Proposals & Opening of Technical Proposals

Proposals shall be submitted to the Client at the address specified above no later than October 28, 2014 till 03:00 PM (the "Proposal Submission Date & Time").
The Technical Proposals shall be opened on the same day, i.e., October 10, 2014 at 3:30 PM in the presence of the Bidders or their authorized nominees.

Any Proposal submitted after the Proposal Submission Date shall be rejected and shall be returned unopened to the Bidder.

PUNJMIN may, at its discretion, extend the Proposal Submission Date by amending the RFP, and in such case, all rights and obligations of PUNJMIN and the Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

6.4. Addendum

At any time prior to the Submission Date of Proposals, the Client may amend the RFP by issuing addenda. Any addendum issued shall be part of the RFP and shall be communicated through e-mail or other suitable means as decided by PUNJMIN to all who have requested to obtain the RFP in pursuance to the Advertisement dated 24.09.2014 inviting Proposals.

7. EVALUATION OF PROPOSALS

7.1. Preliminary Examination of Proposals

The Client will carry out a preliminary examination of each Proposal to determine whether it is complete, whether the documents have been properly signed, and whether it is generally in order.

Any Proposal found to be non-responsive may be rejected by the Client and not included for further consideration of the substance of the application.

7.2. Evaluation of Proposals

The Client will carry out a detailed evaluation of the Proposals that have not been rejected after the preliminary examination in order to determine whether they are substantively responsive to the prequalification criteria. In order to reach such a determination, the Client will examine the information supplied by the Bidder, pursuant to this and other requirements, taking into account the following factors:

Minimum qualifying score in each sub section will be 50% whereas overall cumulative score will be 65% for prequalification.

The Bidder whose Technical Proposal is determined by the Client to be substantively responsive and meeting the specified prequalification criteria of obtaining the minimum cumulative score of 60%, its Financial Proposal shall be included in the final Bidding Process.

The Bidder whose Technical Proposal is determined by the Client to be substantively non-responsive and/or not meeting the specified Prequalification Criteria of obtaining the minimum cumulative score of 60%, its Financial Proposal shall not be included in final Bidding Process and shall be returned unopened.

The Financial Proposals of technically qualified firms will be opened publicly in presence of the Bidders or their representatives who choose to attend the bid opening meeting. Name of the Bidder and the quoted bid shall be announced, and recorded when the Financial Proposals are opened.

Bidder quoting the lowest amount will be selected for execution of Project.

Verification of the information provided by the Bidder in the Proposal submitted for prequalification may be made in such manner as the Client may decide.
7.3. Letter of Acceptance

The Client will notify the successful Bidder through a Letter of Acceptance that its Bid has been accepted.

7.4. Award of Project

Prior to entering into the Project Agreement, the successful Bidder shall, unless it is already a company incorporated under the laws of Pakistan, cause the Project Company to be formed in Pakistan under the provisions of the Companies Ordinance, 1984 for the purposes of undertaking the Project.

7.5. Rejection of all Proposals and re-invitation

PUNJMIN may reject all the Proposals only if all Proposals are non-responsive because they present major deficiencies in complying with the RFP. However, PUNJMIN shall inform all the Firms/Companies in writing who have submitted Proposals about the grounds for rejection of all Proposals. PUNJMIN may call for re-invitation of new Proposals.

7.6. Address and Date of Submission

The Proposals should be delivered on or before October 10, 2014 latest by 03:00 PM at the following address:

Muhammad Jamil,
General Manager (Technical),
Punjab Mineral Development Corporation
2nd Floor Alfalah Building, The Mall,
Lahore.

7.7. Test of Responsiveness

Prior to detailed evaluation of Technical and Financial Proposals, PUNJMIN shall determine whether each Proposal is responsive to the requirements of this RFP. A Proposal shall be considered responsive only if:

(i) It is duly signed and each page is initialed on behalf of the Bidder by the duly authorized representative;
(ii) It is prepared and received as per the formats and Annexure given in Section – E & Section – F of this RFP;
(iii) It is received by the Proposal Submission Date including extension thereof, if any;
(iv) It is sealed and marked as stipulated in the above clauses;
(v) It is accompanied by the latest three years Audited Financial Statements in accordance with Form Tech – 3 of Section - E of this RFP;
(vi) It is accompanied by the Power(s) of Attorney in accordance with Annexure – 1 of Section - F of this RFP;
(vii) It is accompanied by the Bid Security amounting to Rs.200,000/- in the format prescribed in Annexure - 4;
It is accompanied by the Affidavit in accordance with Annexure – 2 of Section - F of this RFP; and

(ix) It does not contain any condition i.e. it is unconditional.

PUNJMIN reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect thereof.

8. PREQUALIFICATION CRITERIA

The following prequalification criteria shall be used to prequalify the Bidders:

A. Bidder's Profile and Strengths
B. Relevant and Comparable Experience
C. Profile of Proposed Team

Prequalification of Bidders will be done on the basis of score obtained out of 100 according to the following table:

<table>
<thead>
<tr>
<th>Evaluation Areas</th>
<th>Maximum Score</th>
<th>Obtained Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Bidder's Understanding &amp; Approach</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>B. Bidder's Profile and Strengths</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>C. Relevant and Comparable Experience</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>D. Profile of Proposed Team</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>

Minimum qualifying score in each sub section will be 50% whereas overall cumulative score will be 65% for the Bidder to prequalify.
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Total Marks = 10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Bidder’s Understanding and Approach towards the Project</strong></td>
<td>Range</td>
</tr>
<tr>
<td>The Bidder should clearly demonstrate its understanding of the Project and demonstrate its approach towards the Project as under:</td>
<td></td>
</tr>
<tr>
<td>a. Description of the aquifers with special reference to the limestone &amp; sandstone permeability characteristics.</td>
<td>5</td>
</tr>
<tr>
<td>b. Problems in mine development under high pressure aquifers and technical approach. towards the solutions</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>B. Bidder’s Profile and Strengths</strong></th>
<th>Total Marks = 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criteria</td>
<td>Range</td>
</tr>
<tr>
<td>Overall experience in groundwater exploration, assessment &amp; hydrological studies for:</td>
<td>Four marks will be awarded for every three years of experience with a capping of 16 marks</td>
</tr>
<tr>
<td>c. Water supply schemes for industrial units and for domestic &amp; agriculture purposes</td>
<td>Two &amp; half marks will be awarded for every one year experience in hydrological study for mining projects with capping of 7 marks</td>
</tr>
<tr>
<td>d. Mining areas</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Each Bidder shall clearly demonstrate its experience along with suitable evidence thereof to facilitate evaluation under this section. The suitable evidence could be in the form of a completion certificate from the entity to which services were rendered.
### Annual Revenue

Note: Each Bidder shall fill Form Tech-3 to express its Annual Revenue.

<table>
<thead>
<tr>
<th>PKR Range</th>
<th>Max. Score</th>
<th>Obtained Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 millions – 150 millions</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Exceeding PKR 150 millions</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### C. Relevant and Comparable Experience

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Range</th>
<th>Max. Score</th>
<th>Obtained Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of identical groundwater exploration &amp; assessment and hydrological Projects completed</td>
<td>Each project will carry two marks</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Number of comparable groundwater assessment and hydrological studies for mining area Projects completed</td>
<td>Each project will carry five marks</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Each Bidder shall fill Form Tech-1 to express its experience.

### D. Profile of Proposed Team

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Range</th>
<th>Max. Score</th>
<th>Obtained Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Hydrologist with M.Sc. or equivalent or above degree in Geology/Geophysics/Hydrology, to act as Team Leader, through submission of detailed resume, having experience and expertise of execution &amp; handling of groundwater exploration &amp; assessment and hydrological studies projects</td>
<td>Each project will carry two marks</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Senior Hydrologist with M.Sc. or equivalent or above degree in Geology/Geophysics/Hydrology, having experience and expertise of execution of hydrological studies projects for mining areas</td>
<td>Each project will carry two and half marks</td>
<td>05</td>
<td></td>
</tr>
<tr>
<td>Junior Hydrologist with M.Sc. or equivalent or above degree in Geology/Geophysics/Hydrology, a Project Team Member having relevant</td>
<td>Each project will carry two &amp; half marks</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Experience of execution of groundwater exploration &amp; assessment and hydrological studies projects</td>
<td>Junior Hydrogeologist with M.Sc. or equivalent or above degree in Geology/Geophysics/Hydrology, a Project Team Member having relevant experience of execution of hydrological studies projects for mining areas</td>
<td>Each project will carry two and half marks</td>
<td>5</td>
</tr>
</tbody>
</table>

**Note:** Each Team member shall fill Form Tech - 2 to demonstrate its experience.
SECTION - E: FORMATS
FORM -1: FORMAT OF TECHNICAL PROPOSAL

Date:

Muhammad Jamil,
General Manager (Technical),
Punjab Mineral Development Corporation
2nd Floor Alfalah Building, The Mall,
Lahore.

Subject: Technical Proposal - Groundwater Assessment and Hydrological Studies in the Areas of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum.

Dear Sir,

We, [insert name of Bidder] hereby submit our Technical Proposal in response to your Request for Proposal (RFP) dated [insert date] issued for the execution of the above-named Project. We hereby unconditionally offer to undertake and complete the execution of the Project through performance of all the tasks set forth in accordance with Section - B of the RFP and the Draft Agreement of the Project.

We understand and accept that PUNJMIN may require us, subject to applicable laws, to clarify our Technical Proposal in conformity with its requirements for evaluation purposes.

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

A Bid Bond amounting to Rs. 200,000/- (Two Hundred Thousand Rupees Only) has been enclosed herewith.

We undertake to initiate the execution of the Project, in the event of acceptance of our Proposal, in accordance with the Agreement for execution of the Project to be signed between us.

Yours sincerely

Signature of Authorized Signatory: _____________________________
Name and Title of Signatory: _____________________________
Name of the Firm/Company: _______________________
Address: ___________________________
Date:

Muhammad Jamil,
General Manager (Technical),
Punjab Mineral Development Corporation
2nd Floor Alfalah Building, The Mall,
Lahore.

Subject: Financial Proposal - Groundwater Assessment and Hydrological Studies in the Areas of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum.

Dear Sir,

We, [insert name of Bidder] hereby submit our Financial Proposal in response to your Request for Proposal dated xyz.

Our attached Financial Proposal has been structured according to FORM FIN - 1 appearing below:

1. Total Quoted Price for Lillah-Pind Dadan Khan Area                  Rs…………
2. Total Quoted Price for waula Area                                   Rs…………
3. Total Quoted Price for Jaswal Area                                   Rs…………

Grand Total (1 + 2 + 3)                                               Rs…………

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal (Forty Five days from the Bid Submission Date).

Yours sincerely

Signature of Authorized Signatory: _____________________________
Name and Title of Signatory: _____________________________
Name of the Firm/Company: _____________________________
Address: _____________________________
FORM TECH-1: RELEVANT AND COMPARABLE EXPERIENCE

Bidders shall provide the details of projects completed by them, using the below Form:

**SECTION I - Details of Groundwater Exploration, Assessment & Hydrological Studies Projects: -**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Project:</td>
</tr>
<tr>
<td></td>
<td>Location of Execution:</td>
</tr>
<tr>
<td>2.</td>
<td>Name and Contact Details of Procuring Agency:</td>
</tr>
<tr>
<td>3.</td>
<td>Nature and scope of work executed:</td>
</tr>
<tr>
<td>4.</td>
<td>Cost of the Project in PKR:</td>
</tr>
<tr>
<td>5.</td>
<td>Date of Award:</td>
</tr>
<tr>
<td>6.</td>
<td>Date of Completion:</td>
</tr>
</tbody>
</table>

**SECTION II - Details of Comparable Hydrological Studies projects for Mining Areas**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Project:</td>
</tr>
<tr>
<td></td>
<td>Location of the Project</td>
</tr>
<tr>
<td>2.</td>
<td>Name and Contact Details of Procuring Agency:</td>
</tr>
<tr>
<td>3.</td>
<td>Nature and scope of work executed:</td>
</tr>
<tr>
<td>4.</td>
<td>Cost of the Project in PKR:</td>
</tr>
<tr>
<td>5.</td>
<td>Date of Award:</td>
</tr>
<tr>
<td>6.</td>
<td>Date of Completion:</td>
</tr>
</tbody>
</table>

Signature of Authorized Representative
**FORM TECH– 2: RELEVANT PROJECT PERSONNEL**

<table>
<thead>
<tr>
<th>Title of Position:</th>
<th>Name</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel Information</td>
<td>Name</td>
<td>Date of birth</td>
</tr>
<tr>
<td></td>
<td>Professional qualifications</td>
<td></td>
</tr>
<tr>
<td>Present Employment</td>
<td>Name of employer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address of employer</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone Contact (Manager / Personnel Officer)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job title / Position</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Years with present employer</td>
<td></td>
</tr>
</tbody>
</table>

Please summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the proposed Project.

<table>
<thead>
<tr>
<th>Serial #</th>
<th>Project Name</th>
<th>From</th>
<th>To</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>Company Name:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Position held:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Work done on the project:</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>Company Name:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Position held:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Work done on the project:</td>
</tr>
</tbody>
</table>

**Note:** The Bidder shall not change the proposed team for the project while submitting its Technical Proposal or during the execution of the project, except with the prior written approval of the Client.

**Signature of Authorized Representative**
FORM TECH – 3: FINANCIAL CAPABILITY

Summarize the required financial data in the form below, based on audited financial statements for the latest three (3) financial years:

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Amount in PKR of Latest Year 1</th>
<th>Amount in PKR of Year 2</th>
<th>Amount in PKR of Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Net Worth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Gross Annual Revenue</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The Bidder shall fill this table based on the audited financial statements, which statements shall be submitted by the Bidders with their Proposals.

Signature of Authorized Representative
<table>
<thead>
<tr>
<th>Detail of Activities</th>
<th>Provide detail of Resources according to Scope of Work</th>
<th>Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human (Name of staff)</td>
<td>Equipment details</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
</tr>
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<td></td>
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<td></td>
<td>8</td>
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<tr>
<td></td>
<td></td>
<td>9</td>
</tr>
</tbody>
</table>

Signature of Authorized Representative
FORM – 3: LITIGATION HISTORY

Bidders shall provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A consistent history (50% or more) of award against the Bidder may result in rejection of the application.

A. Decided Litigation:

<table>
<thead>
<tr>
<th>Year</th>
<th>Award for or Against Bidder</th>
<th>Name of client, cause of litigation, and matter in dispute</th>
<th>Disputed amount (Current value PKR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

B. Pending Litigation:

<table>
<thead>
<tr>
<th>Year</th>
<th>Matter in Dispute</th>
<th>Value of Pending Claim in PKR</th>
<th>Value of Pending Claim as a Percentage of Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Signature of Authorized Representative
## CHECKLIST FOR PROPOSALS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Document</th>
<th>Attached or Not</th>
<th>If Yes Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Form – 1: Covering Letter of Technical Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Form – 2: Covering Letter of Financial Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Form-3: Litigation History</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Form Tech – 1: Relevant Experience</td>
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<td>5.</td>
<td>Form Tech – 2: Project Team</td>
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<td></td>
</tr>
<tr>
<td>6.</td>
<td>Form Tech – 3: Financial Capability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Annexure – 1: Power of Attorney from the Bidder in favor of its Authorized Signatory</td>
<td></td>
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<tr>
<td>8.</td>
<td>Annexure – 2: Affidavit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Annexure – 3: Bid Bond for Rs.200,000/- from a Schedule Bank or in the form of Pay Order</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Annexure – 4: Integrity Pact</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Annexure – 5: Letter of Commitment from Bidder’s Sub-Contractor(s)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION - F: ANNEXURE
ANNEXURE – 1

POWER OF ATTORNEY FROM THE BIDDER IN FAVOUR OF ITS AUTHORIZED SIGNATORY

Date:

Power of Attorney

Know all men by these presents, We ______________ name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. ______________ name and residential address) who is presently employed with us and holding the position of ______________ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the project titled "Groundwater Assessment and Hydrological Studies in the Areas Of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum", including signing and submission of all documents and providing information/responses to the Punjab Mineral Development Corporation (PUNJMIN), representing us in all matters before PUNJMIN, and generally dealing with PUNJMIN in all matters in connection with our Proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Authorized Attorney: _____________________________
Name and Title of Attorney: _____________________________
Name of Firm: _____________________________
Address: _____________________________

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
ANNEXURE – 2

AFFIDAVIT

Date:

General Manager (Technical),
Punjab Mineral Development Corporation,
2nd Floor, Alfalah Building,
The Mall, Lahore.

We, [insert name of Bidder] hereby represent and warrant that, as of the date of this letter:

a. is not in bankruptcy or liquidation proceedings;
b. has not been convicted of, fraud, corruption, collusion or money laundering; and

c. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations in respect of the Project titled "Groundwater Assessment and Hydrological Studies in the Areas Of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum", for which Proposal is being submitted.

We further represent and warrant that all information and documentation submitted as part of our Expression of Interest is true and accurate.

We have also attached a PEC membership certificate evidencing our registration.

Yours sincerely,

Signature of Authorized Signatory _____________________________
Name and Title of Signatory: _____________________________
Name of Firm: _____________________________
Address: _____________________________
Groundwater Assessment and Hydrological Studies

Annexure – 3

BID BOND

(MR. MUHAMMAD JAMIL)
General Manager (Technical),
Punjab Mineral Development Corporation (PUNJMIN),
2nd Floor, Alfalah Building,
The Mall,
Lahore.

The undersigned,

Name: ______________________
Title/Position: ______________________
Firm/Company: ______________________

acting as the legal representative of (Bidder), ___________, ____________ known as the “Bidder” and who is interested in Groundwater Assessment and Hydrological Studies in the Areas of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum (the “Project”), hereby certify, represent, warrant and agree, on behalf of the Bidder that: -

1. This Bid Letter, along with all its attachments hereto, and contents of [___________], forms our Bid and is submitted pursuant to the Request of Proposal (RFP) dated ……………….. issued by the PUNJMIN for the Project.

2. Having examined and being fully familiar with all the provisions of the RFP (including its annexure), receipt of which is hereby duly acknowledged, and having evaluated, following our own studies undertaken under our responsibility, the nature and scope of the contractual obligations to be executed, the financing structure, the Draft Project Agreement and any other regulation associated to the Project or its execution, we hereby offer to undertake the Project in compliance with all requirements of the RFP.

3. We hereby agree that our Bid constitutes our firm, irrevocable offer that is binding upon us and will remain valid until enforcement of Performance Security as described in the Draft Project Agreement (the “Bid Validity Period”)

4. We have provided and attached hereto a Bid Bond dated [………………] issued by [name of issuing bank] or Pay Order No. …..in the amount of PKR 2,000,000 (Two Hundred Thousand Rupees only) in accordance with the RFP.

5. We certify that (i) the information submitted as part of our Bid is complete and accurate and (ii) we accept the documents, terms and conditions of the RFP and are bound to develop this Project in accordance with this RFP.

6. We understand the criteria for Test for Responsiveness and the process for selection of Successful Bidder and acknowledge that PUNJMIN is not obligated to accept our Bid and may at any time reject our Bid at its sole discretion.
7. We commit ourselves, if required, to extend the validity of our Bid until the issuance of the Notice to Award to the successful Bidder, subject to mutual agreement.

8. We commit ourselves to furnish the Performance Security and to finalize Draft Project Agreement in good faith, if we are advised to do so by PUNJMIN.

9. We further commit ourselves to provide any additional information, clarification and data in respect of the Bid, if required by PUNJMIN.

In (Location), on this (date)

The undersigned is duly authorized to execute the Bid for and on behalf of the Bidder

_________________________________________________________________________

Authorized signature and seal
INTEGRITY PACT

(MR. MUHAMMAD JAMIL)
General Manager (Technical),
Punjab Mineral Development Corporation (PUNJMIN),
2nd Floor, Alfalah Building,
The Mall,
Lahore.

SUBJECT: Request for Proposals Dated 25.09.2014 for Groundwater Assessment and Hydrological Studies in the Areas of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum (“Project”)

Dear Sir:

1. We, [name of Bidder], are submitting our Bid (Technical and Financial Proposals) pursuant to the above RFP. We hereby declare and affirm that we have not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from the Government of the Punjab (“GoPb”) or any administrative sub-division or agency thereof or any other entity owned or controlled by GoPb through any Corrupt and Fraudulent Practices.

2. Without limiting the generality of the foregoing, we represent and warrant that:

   (a) we have fully declared the brokerage, commission, fees etc. paid or payable to anyone and have not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including our sponsors, promoters, owners, officers, directors, shareholders, partners, employees, agents, sub-contractors, subsidiaries, affiliates, representatives, consultants, and advisors any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb, except that which has been expressly declared pursuant hereto;

   (b) we have made and will make full disclosure of all agreements and arrangements (including any project Ancillary Agreements) with all persons in respect of or related to the Project and have not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

   (c) we accept full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty.

3. We understand and agree that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, including the Draft Project Agreement, without prejudice to any other rights and remedies available to GoPb under any law, contract or other instrument, be voidable at the option of GoPb.
4. Notwithstanding any rights and remedies exercised by GoPb in this regard, we agree to indemnify GoPb for any loss or damage incurred by it on account of our Corrupt and Fraudulent Practices and further pay compensation to GoPb in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by us or any of our sponsors, promoters, owners, officers, directors, shareholders, partners, employees, agents, sub-contractors, subsidiaries, affiliates, representatives, consultants, and advisors as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb.

Yours faithfully
For and on Behalf of

[-]
(Authorized signatory of the Bidder)

Witnesses:

1. ____________________  2. ____________________

Name: [-] Name: [-]
Address: [-] Address: [-]
CNIC No.: [-] CNIC No.: [-]
LETTER OF COMMITMENT FROM BIDDER’S SUB-CONTRACTORS

(The Letter of Commitment is to be submitted by EACH Sub-Contractor of the Bidder whose strengths are desired to be considered for the purpose of the evaluation under the RFP, on appropriate company letterhead).

Date: [-]
Place: [-]

(MR. MUHAMMAD JAMIL)
General Manager (Technical),
Punjab Mineral Development Corporation (PUNJMIN),
2nd Floor, Alfalah Building,
The Mall, Lahore.

SUBJECT: Request for Proposals Dated 25.09.2014 for Groundwater Assessment and Hydrological Studies in the Areas of Waula & Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum (“Project”)

Dear Sir,

We are writing with reference to the subject RFP and the Project and the Bid (Technical Proposal) being submitted by [-] in respect of the Project.

We hereby confirm the following:

1. We [-] [name of Promoter/Affiliate/Subsidiary], have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:
   (a) The (RFP)
   (b) All subsequent communications between the Client and the Bidder, represented by [-] [name of the Bidding Firm/Company];
   (c) The Bid being submitted by [-] [name of the Bidding Firm/Company].

2. We have satisfied ourselves regarding our role as [-] [here give a brief description of the role] in the Project as specified in the Bid. If [-] [name of the Bidding Firm/Company] is awarded the Project we shall perform our role as outlined in the Bid to the best of our abilities.

3. The nature of our legal relationship with the Bidding Firm/Company is specified in the Bid, as per the requirements stated in the RFP.

4. We undertake to support [-] [name of the Bidding Firm/Company, for which the Letter of Commitment is being furnished] in respect of the roles [-] [briefly define the roles of the Bidding Firm/Company] as detailed in the Bid being submitted by [-] [name of the Bidding Firm/Company].

5. We also agree that after the submission of the Bid, we shall not change our role/stakes in a way that violates the selection.

6. We undertake to enter into formal written agreement(s) with the Bidder if its Bid is successful.
7. We undertake to obtain all consents, approvals, certifications and registrations as may be required for the provision of the goods and/or services [as applicable] by us for the Project.

8. We understand and appreciate that the Client has the right to approve or disapprove our engagement by the Bidder for the Project. In this regard we undertake to truthfully and honestly disclose/provide all information/data required by the Client. In case of our disapproval, we shall have no claims/rights against the Client on any accounts whatsoever.

9. We therefore request the Client to consider our strengths, our experience, and our track record as specified in the RFP pursuant to the conditions specified in the RFP, for the purposes of evaluation of the Bidder’s Bid.

For and on behalf of [-]
Signature [-]

(Authorised Signatory of respective sub-contractor)

Name of the Person [-]
Designation [-]
### FORM FIN - 1: FINANCIAL PROPOSAL

<table>
<thead>
<tr>
<th>Criteria</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Waula Area (22191 Acres)</strong></td>
<td></td>
</tr>
<tr>
<td>Sr. #</td>
<td>Activity</td>
</tr>
<tr>
<td>1.</td>
<td>Collection, review and analysis of available hydrogeological data (hydrogeology, groundwater levels and climate) of the area and submission of report.</td>
</tr>
<tr>
<td>2.</td>
<td>Electrical resistivity survey for ground water studies to collect information down to 300 ft. in the area.</td>
</tr>
<tr>
<td>3.</td>
<td>Drilling of test borehole down to 492 ft. depth using rotary drilling rig, designing and installation of 492ft. deep test tubewell of 1.0 cusec discharge capacity using fibre glass material including development and testing at 0.5 - 1.0 cusec, percussion drilling and installation of 2 observation wells with total depth of 450 ft. using 1.5 inch diameter PVC pipe, Performance of pump out test at design discharge i.e., tentatively 0.25 – 0.50 cusec, analysis of pump out test data to calculate aquifer parameters and thereafter design of battery of tubewells within the project area as per total water quantity requirement of approximately 10 cusecs, for the proposed power plants of 2x150MW capacity.</td>
</tr>
<tr>
<td><strong>Sub Total (A)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Jaswal Area (112743 Acres)</strong></td>
<td></td>
</tr>
<tr>
<td>Sr. #</td>
<td>Activity</td>
</tr>
<tr>
<td>1.</td>
<td>Collection, review and analysis of available hydrogeological data (hydrogeology, groundwater levels and climate) of the area and submission of report.</td>
</tr>
<tr>
<td>2.</td>
<td>Electrical resistivity survey for ground water studies to collect information down to 300 ft. in the area.</td>
</tr>
<tr>
<td><strong>Sub Total (B)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Lillah-Pind Dadan Khan Area (75277 Acres)</strong></td>
<td></td>
</tr>
<tr>
<td>Sr. #</td>
<td>Activity</td>
</tr>
<tr>
<td>1.</td>
<td>Collection, review and analysis of available hydrogeological data (hydrogeology, groundwater levels and climate) of the area and submission of report.</td>
</tr>
<tr>
<td>2.</td>
<td>Electrical resistivity survey for ground water studies to collect information down to 300 ft. in the area.</td>
</tr>
<tr>
<td>3.</td>
<td>Drilling of test borehole up to 328 ft. depth using rotary drilling rig, designing and installation of 328ft. deep test tubewell of 1.0 cusec discharge capacity using fibre glass material including development and testing at 0.5 - 1.0 cusec, percussion drilling and installation of 2 observation wells with total depth of 450 ft. using 1.5 inch diameter PVC pipe, Performance of pump out</td>
</tr>
</tbody>
</table>
Groundwater Assessment and Hydrological Studies

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>test at design discharge i.e., tentatively 0.25 – 0.50 cusec,</td>
<td>analysis of pump out test data to calculate aquifer parameters</td>
</tr>
<tr>
<td>and thereafter design of battery of tubewells within the project</td>
<td>and thereafter design of battery of tubewells within the project</td>
</tr>
<tr>
<td>area as per total water quantity requirement of approximately 10</td>
<td>area as per total water quantity requirement of approximately 10</td>
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<tr>
<td>cusecs, for the proposed power plants of 2x150MW capacity.</td>
<td>cusecs, for the proposed power plants of 2x150MW capacity.</td>
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<tr>
<th>Sub Total (C)</th>
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<table>
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<tr>
<th>Grand Total (A+B+C)</th>
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</table>

Note: The Bidder with the lowest Financial Bid will be awarded the Project Contract.

Signature of Authorized Representative____________________________
Financial Proposal – General Notes and Conditions

The defined terms used but not defined in these General Notes and Conditions shall have the meanings ascribed to them in the Definitions section of the Draft of Draft Project Agreement.

1. In case of any conflict between the provisions of these General Notes and Conditions and the Conditions of the Draft Project Agreement, the latter shall prevail.

2. The payments to the Firm will be made in accordance with the terms of the Draft Project Agreement and the actual quantities of work and/or services executed/ performed and measured by the Bidder and verified by the Client/ Resident Engineer.

3. The rates and prices include all costs and expenses of the Bidder, related to the Project, including, without limitation, cost and expense on account of machinery; equipment; apparatus; materials; human resource (skilled and unskilled personnel and labour) including on account of salaries, wages, allowances benefits, retirement benefits, gratuity, provident fund, employers contributions under any law, earned leave etc.; management and supervision, execution and implementation, insurance, travel, transportation, mobilization and demobilization, rent, office(s) and site office(s), cost of borrowing, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Draft Project Agreement.

4. Man Month Rate of each staff must be inclusive of all taxes, overheads, reimbursable, direct and indirect expenses. No extra payment will be made on any account.

5. The cost of items against which the Bidder will have failed to enter a rate or price shall be deemed to be covered by other rates and prices entered.

6. The whole cost of complying with the provisions of the Draft Project Agreement shall be included in the prices of items provided in the Financial Proposal, and where no items are provided, the cost shall be deemed to be borne by the Bidder.

7. All costs and expenses quoted by the Bidder for the entire Project in accordance with this RFP will be in Pak Rupees.

Signature of Authorized Representative________________________
<table>
<thead>
<tr>
<th>Name of Staff</th>
<th>Cost</th>
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<tbody>
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Total Cost
SECTION- G: DRAFT PROJECT AGREEMENT
THIS PROJECT AGREEMENT (hereinafter called the “Project Agreement”) is made on the [-] day of [-] 2014 by and between:

Punjab Mineral Development Corporation, through its General Manager, having his office at 2nd Floor, Alfalah Building, The Mall, Lahore (hereinafter referred to as the “Client” which expression shall, unless the context otherwise requires, be deemed to mean and include its successors-in-interest and assigns) of the FIRST PART;

AND

[-], (hereinafter referred to as “Firm/Company” which expression shall, unless the context otherwise requires, be deemed to mean and include its successors-in-interest, administrators and permitted assigns) of the SECOND PART;

(The Client and the Firm/Company are hereinafter referred to collectively as the “Parties” and individually as a “Party”).

WHEREAS:

(A) The Client is a corporation established by the Government of Punjab in connection with mineral development activities.

(B) As reported in a study conducted by M/s Snowden, potential coal resources of 594 million tons are available in Salt Range and Trans-Indus Range (Surghar Range) in the districts of Jhelum, Chakwal, Khushab and Mianwali. Coal is being exploited since long in the province and is used mainly in brick kilns, and with a minor use in local industry. However, in view of the power shortage in the country as well as in the province, Government of Punjab is keen to utilize the available coal resources for power generation to meet the power requirements of the province.

Besides coal requirement, a large quantity of fresh water is also needed on daily basis for coal fired power plants throughout their life time. It is therefore deemed necessary to conduct the groundwater assessment and hydrological studies at suitable sites in the areas located near Waula, Jaswal in district Chakwal and in Lillah-Pind Dadan Khan in district Jhelum to assess the aquifers parameters in these areas and to evaluate as to whether all these aquifers or any of these can meet the water requirements of the proposed power plants throughout their life time. Moreover, the hydrological study in Waula area will also determine the possibility of development of mining units in the area located on both sides of Choa Saiden Shah-Kallar Kahar Road, as no mining could be conducted in this area due to presence of aquifers in limestone of Sakesar and Nammal Formations lying over the coal bearing Patala Formation.

(C) In the above-mentioned context, the Client had sought Proposals/bids vide its Request for Proposals (“RFP”) dated [-] from technically skilled and financially capable firms/companies

(D) Among other persons/entities, the Firm/Company had submitted its bid.
The bid submitted by the Company/Firm was determined to be the ‘lowest evaluated bid’ in accordance with the RFP; and, the Letter of Acceptance was accordingly issued to the Firm.

Pursuant to the above, the Firm/Company has been selected for the purposes of undertaking the Project.

The Client is satisfied that if availability of requisite groundwater is established on the basis of the Project Deliverables (as defined herein below) in any of the areas of Waula, Jaswal in district Chakwal and Lillah-Pind Dadan Khan in district Jhelum for the proposed 2x150 MW coal fired power plants, the same will pave the way for substantial foreign investment in energy sector as well as in coal mining sector, since the proposed plants will be utilizing local coal of Salt Range. It is therefore desirable in the interest of the development of the energy and coal mining sector that the Project be undertaken in accordance with the terms and conditions of this Project Agreement.

NOW THIS PROJECT AGREEMENT WITNESSES AS FOLLOWS:

1. In this Project Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Project Agreement hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as integral part of the Project Agreement:

   (a) The Letter of Acceptance;
   (b) The accepted Technical Proposal (enclosed with Letter of Acceptance);
   (c) The accepted Financial Proposal (enclosed with Letter of Acceptance);
   (d) Conditions of Project Agreement;
   (e) Scope of Work;
   (f) The Performance Security;
   (g) Integrity Pact;
   (h) The Power of Attorney;
   (i) Addendum (if any); and
   (j) Post Bid correspondence (if any).

3. In consideration of the rights and privileges conferred on the Firm/Company by the Client under this Project Agreement, the Firm/Company hereby agrees to perform, and undertakes to ensure that the Firm/Company performs, its obligations and duties under this Project Agreement including the preparation and delivery of all Project Deliverables strictly in accordance with the provisions of this Project Agreement, to the Client’s satisfaction.

IN WITNESS WHEREOF, the Parties hereto have executed this Project Agreement on the day, month and year specified above.

Signed for and on behalf of the Client

Signed for and on behalf of the Firm/Company

Name: Mr. [-]  Name: Mr. [-]

Title: General Manager  Title: ------------------------------
Groundwater Assessment and Hydrological Studies

Punjab Mineral Development Corporation
2nd Floor, Alfalah Building, The Mall
Lahore

Witnesses to the above signatures:

1. _____________________ 2. _____________________

Name:[-] Name:[-]
Address: [ ] Address: [ ]
CNIC No.: [-] CNIC No.: [-]
1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Project Agreement, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

“Abandonment” means, except to the extent permitted or excused under this Project Agreement, the cessation of performance by the Firm/Company of its obligations in relation to the Project such as to constitute a repudiation of this Project Agreement by the Firm/Company.

“Accepted Financial Proposal” means the financial proposal/bid of the Firm/Company as accepted by the Client and appended with the Letter of Acceptance.

“Accepted Technical Proposal” means the technical proposal/bid of the Firm/Company as accepted by the Client and appended with the Letter of Acceptance.

“Business Day” means every day of the week except Sundays/Saturdays and public holidays in Pakistan.

“Client’s Representative” means a person specified as such in the Contract Data; or such other person as may be notified by the Client to the Firm/Company in writing.

“Contract Data” means the specific data which shall complement, amend or supplement the Conditions of Project Agreement, specified in Annexure-A hereto [Contract Data].

“Corrupt and Fraudulent Practices” includes

(a) the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the Client; or

(b) misrepresentation or omission of facts in order to influence a bidding process or the execution of a contract;

(c) collusive and anti-competitive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition;

(d) to harm or threaten to harm persons or their property to influence bidding proceedings or affect the execution of a contract; and
(e) any request for or solicitation of any thing of value by any public official in the course of the exercise of his duty.

“Day” means each twenty-four (24) hours’ period beginning and ending at 12:00 midnight Pakistan time unless indicated otherwise.

“Firm/Company’s Default” has the meaning ascribed to it in Clause 12.

“Firm/Company’s Representative” means the person or entity specified as such in the Contract Data; or such other person as may be notified by the Firm/Company to the Client in writing.

“Force Majeure” has the meaning ascribed to it in Clause 13.

“Government” means the federal government of Pakistan, the government of the province of the Punjab, and the relevant local authorities and public sector corporations therein.

“Government Authority(ies)” means any person or entity exercising executive, legislative, regulatory or administrative functions of any Government.

“Integrity Pact” means the Integrity Pact signed and submitted by the Firm/Company as part of its bid for the Project.

“Groundwater” means the subsurface water which requires pumping for its utilization on surface.

“Performance Security” means the Performance Security provided by the Firm/Company in accordance with the terms of the Project Agreement.

“Private Land” means any immovable property in the Project Area which is owned by one or more private persons and which may be actually used or occupied superficially for groundwater assessment and hydrological studies in connection with the Project.

“Private Land Owner” means the owner of Private Land.

“Project” means the undertaking, preparation and delivery of Project Deliverables (including groundwater assessment, hydrological studies and Final Report) and includes all the necessary operations and other activities associated therewith, in accordance with the Scope of Work.

“Project Approvals” means the approvals, permissions and authorizations required from the relevant Government Authorities for the purposes of the Project, including the approval to undertake the Project.
“Project Area(s)” means the area(s) located near Waula and Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum, to which the groundwater assessment and hydrological studies shall pertain.

“Project Deliverables” means the deliverables and output of the Project as specified in the Scope of Work to be provided by the Firm/Company to the Client in accordance with the Project Agreement.

“Project Deliverables Completion Date” means the date as specified in the Scope of Work by which all the Project Deliverables must be delivered to the Client.

“Project Hardware and Software” means all hardware, equipment, machinery, apparatus and other similar things and all software required for the undertaking and execution of the Project by the Firm/Company.

“Project Personnel” means all skilled and unskilled personnel of the Firm/Company as well as Firm/Company's sub-contractor(s), if any, involved in or associated with the Project.

“Project Records and Data” means all data including survey and location (point, line, area and volume), geological, geophysical, hydro-geological, geochemical, engineering, exploration grid sampling, drilling, logging, water sampling, sample security, quality control and data verification results (including original assay certificates), interpretation, water samples analyses, and conclusions and recommendations, production data, including all relevant illustrations, reports, studies, whether recorded in hard copy or on digital media, in respect of the groundwater assessment and hydrological studies and all the works and activities undertaken and all output/deliverables generated, with respect to the Project.

“Proposed Work Plan and Schedule” means a time-bound statement and schedule of works and activities proposed for the Project by the Firm/Company in its bid and appended with the Letter of Acceptance.

“Scope of Work” means the Scope of Work for the Project agreed between the Parties and appended with the Letter of Acceptance.

“Signature Date” means the date on which the Parties execute the Project Agreement.

“Site(s)” means the specific locations within the Project Areas where groundwater assessment and hydrological studies operations are undertaken pursuant to the Project Agreement

“Variation” has the meaning given to the term in Clause 11.

1.2 Interpretation

In the Project Agreement (except where the context otherwise requires):

(a) References to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such
amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under the Project Agreement.

(b) Words in the singular include the plural and vice versa and words importing any gender include every genders;

(c) References to “person(s)” include individuals, firms, partnerships, companies, corporations, unincorporated associations, governments, authorities, judicial authorities, agencies and trusts (in each case, whether or not having separate legal personality);

(d) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(e) Reference to Clauses and Annexes are to clauses and annexes to this Project Agreement;

(f) Other capitalized expressions used in the Project Agreement shall have the meanings respectively assigned to them elsewhere in the Project Agreement.

(g) The table of contents and headings are included for ease of reference only and shall not affect the interpretation or construction of the Project Agreement;

(h) The Annexes form part of the Project Agreement and shall have effect as if set out in full in the body of the Project Agreement and any reference to the Project Agreement includes the Annexes; and

(i) Unless otherwise qualified, reference to days, months or years shall be read to mean calendar days, months or years.

(j) The Parties acknowledge that each of them has had the opportunity to take legal advice concerning the RFP and the Project Agreement, and agree that no provision or word used in the Project Agreement shall be interpreted to the disadvantage of any Party because that Party was responsible for or participated in the preparation or drafting of this Project Agreement or any part of it.

2. PARTIES’ REPRESENTATIVES

2.1 Client’s Representative

2.1.1 The Client shall appoint a duly authorized person to act for him and on his behalf for the purposes of this Contract as Client’s Representative. Such authorization will be notified in writing to the Firm/Company as soon as such authorized person is so appointed.

2.1.2 In addition to performing any other functions and exercising any other powers under the Project Agreement, the Client’s Representative shall monitor the Firm/Company’s performance of its obligations under the Project Agreement, report to the Client and issue instructions and comments to the Firm/Company.
2.2 Firm/Company’s Representative

2.2.1 The Firm/Company shall appoint a duly authorized person to act for it and on its behalf at the Site(s) and otherwise on full time basis to supervise the execution of work and to receive instructions on behalf of the Firm/Company but only after obtaining the consent of the Client for such appointment, which consent shall not be unreasonably withheld by the Client. The Firm/Company’s Representative may be substituted / replaced by the Firm at any time during the Contract Period with the prior written consent of the Client, which consent shall not be unreasonably withheld by the Client.

2.2.2 In addition to performing any other functions and exercising any other powers under the Project Agreement, the Firm/Company’s Representative shall co-ordinate and liaise with the Client and Client’s Representative.

3. PROJECT AREAS

3.1.1 The Firm/Company shall not undertake any operation(s) regarding groundwater assessment and hydrological studies in any area outside the Project Areas.

4. OBLIGATIONS OF THE FIRM/COMPANY

4.1. General Obligations

4.1.1. The Firm/Company shall undertake to ensure that it shall perform all project activities, honestly, diligently, in a timely manner and in absolute good faith towards the Client, and will meet all its obligations hereunder and carry out all necessary works and activities including any operations so as to prepare and deliver the Project Deliverables, in accordance with the provisions of the Project Agreement.

4.2. Work Plan and Schedule; Progress Reporting

4.2.1 Simultaneously with the submission of the draft of the Inception Report in accordance with the terms of the RFP, the Firm/Company shall submit to the Client (with a copy to the Client’s Representative) for its consent, a draft of Work Plan and Schedule. Such draft Work Plan and Schedule shall be based upon and elaborate the Proposed Work Plan and Schedule appended with the Letter of Acceptance. The Client's Representative may in consultation with the Client, within seven (07) Days of the receipt of the draft of the Work Plan and Schedule in writing seek reasonable modifications and clarifications therein/therefo. The Firm/Company shall not later than three (03) Days from the receipt of such proposals from the Client's Representative, make the necessary modifications, provide the required clarifications or explain its reason with relevant technical justifications for not doing so, as the case may be, and re-submit the draft of the Work Plan and Schedule. The agreed Work Plan and Schedule shall be signed by the Firm/Company and the Client and shall form an integral part of the Project Agreement.

4.2.2 The Firm/Company shall, whenever required by the Client/Client’s Representative, also provide in writing for its information general or specific, as required by the Client/Client’s Representative, description of the arrangements
and methods which the Firm/Company proposes to adopt for the implementation of the Work Plan and Schedule or any segments thereof.

4.2.3 In addition to the Progress Reports envisaged under the Project Deliverables, throughout the duration of the Project, the Firm/Company shall provide interim progress reports on a fortnightly basis, providing updates on the progress in the Project with reference to the Work Plan and Schedule, any anticipated delivery delays, and other relevant information.

4.2.4 If at any time the Client or the Client’s Representative is of the view, whether on the basis of the progress reports provided by the Firm/Company or otherwise, that the Firm/Company’s actual progress does not conform to the agreed Work Plan and Schedule, the Firm/Company shall produce, at the request of the Client or the Client’s Representative, as applicable, a revised Work Plan and Schedule within three (3) Days of such request, showing the modifications necessary to ensure completion of the Project by the Project Deliverables Completion Date.

4.3. Project Commencement and Completion

4.3.1 The Firm/Company shall ensure that it will commence work on the Project from the Commencement Date and perform its obligations in accordance with the agreed Work Plan and Schedule so as to ensure that all Project Deliverables are delivered in accordance with the timelines provided under the Project Agreement.

4.3.2 In case of delay in delivery of Project Deliverables in accordance with the timelines provided hereunder, for any reason other than Force Majeure, the Firm/Company shall be liable to pay and the Client shall be entitled to receive, without prejudice to any other rights and remedies available to the Client under the Project Agreement or under the law, liquidated damages to the Client at the rate specified in the Contract Data. Such liquidated damages represent a genuine pre-estimate of the part of loss and damage that the Client will suffer due to such delay and not a penalty.

4.4. Project Hardware and Software

4.4.1 The Firm/Company shall arrange for, provide, deploy and remove, as applicable, all Project Machinery, Hardware and Software, at its own cost and expense.

4.4.2 The Firm/Company shall ensure that all Project Machinery, Hardware and Software deployed for the Project is suitable and appropriate for the relevant task/assignment.

4.5. Project Personnel

4.5.1 The Firm/Company shall arrange for, provide, deploy and remove, as applicable, all Project Personnel, at its own cost and expense.

4.5.2 The Firm/Company shall ensure that:

(a) all Project Personnel deployed for the Project are suitably qualified, skilled and experienced in performing their respective tasks towards the Project in accordance with the provisions of the Project Agreement; and
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(b) if any Project Personnel are required to be registered with and/or certified by any competent authorities or bodies under the applicable laws of any jurisdiction, they are so registered and/or certified and continue to be so registered and/or certified throughout their engagement in the Project.

4.5.3 If any Project Personnel designated by the Firm/Company are unable to be deployed or where deployed, unable to continue, for/with the Project due to any reason, including, without limitation:

(a) refusal/cancellation/denial/expiry of (i) any consents/approvals; (ii) any professional registrations or certifications;

(b) mandatory removals/disengagements at the request of the Client or Client’s Representative in accordance with the Project Agreement; or

(c) removal/disengagement by the Firm/Company;

such Project Personnel shall be replaced with suitably qualified, skilled and experienced personnel within a reasonable time period in any case not exceeding three (3) Days.

4.6. Sites Operations

4.6.1 The Firm/Company shall ensure that all Sites Operations for the Project are conducted in accordance with Good Operations Practices, for the purposes of preparation and delivery of the Project Deliverables only.

4.6.2 Without prejudice to the generality of sub-Clause 4.6.1 above, the Firm/Company shall ensure that all the data are produced, handled, interpreted and otherwise dealt with in accordance with the provisions of the Scope of Work.

4.7. Safety, Health and Environment

4.7.1 The Firm/Company shall be responsible for safety related to and during the performance of the work at the Sites and shall take reasonable measures to ensure that it provides and maintains a safe working environment and properly protect (i) all persons at the work sites from risk of injury and danger to health, and (ii) property from damage or loss.

4.7.2 The Firm/Company shall not permit a hazardous, unsafe, or environmentally unsound condition or activity over which it has control to be conducted at the Sites. If the Firm/Company becomes aware of any such hazardous, unsafe, or environmentally unsound condition or activity at the Sites, it shall promptly take reasonable steps to eliminate, terminate, abate or rectify the condition or activity and notify the Client.

4.7.3 The Firm/Company shall ensure that the Project Machinery, Hardware and Software used for the Project is safe and capable of safely performing the functions for which it is ordinarily employed.

4.7.4 The Firm/Company shall keep the Sites clear of scrap materials and rubbish caused by the Firm/Company’s performance of the work and promptly after completion of relevant tasks shall remove all remaining materials and shall leave the Sites, reasonably clean and ready for use.

4.7.5 The Client shall have the right, but not the obligation, to inspect at reasonable times the Sites and appropriate work records to ascertain the Firm/Company’s
and its subcontractors’ compliance with the safety, health and environmental requirements of the Project Agreement; however, neither the existence nor exercise of such right shall relieve the Firm/Company of its responsibility for monitoring its own and its subcontractors' compliance with the safety, health and environmental requirements of the Project Agreement.

4.7.6 The Firm/Company shall ensure that its employees shall not perform any work while under the influence of liquor or any contraband substance. The Firm/Company shall ensure that the Project Personnel shall not use, possess, distribute or sell alcoholic beverages, illicit or un-prescribed controlled drugs, drug paraphernalia, or misuse legitimate prescription drugs while on the Client’s premises or while performing any work at the Site(s).

4.7.7 The Firm/Company shall remove any of the Project Personnel from performing their work any time there is reasonable suspicion of alcohol or drug use, possession, or any time an incident occurs where drug or alcohol use could have been a contributing factor. The Client has the right to require the Firm/Company to remove any Project Personnel from performing work at the Site(s) at any time upon a reasonable suspicion of alcohol or drug use. In such cases, the relevant Project Personnel may only be considered for returning to work at the Site(s), after the Firm/Company certifies as a result of an alcohol and drug for-cause test, conducted promptly following removal that such Project Personnel was in compliance with the Project Agreement. The Firm/Company shall not use any Project Personnel to perform work at the Site(s) who either refuses to take, or tests positive in, any alcohol or drug test.

4.8 Maintenance of Project Records and Data

4.8.1 The Firm/Company shall ensure that at all times in the duration of the Project Agreement, the Project Records and Data:

(a) are compiled, kept and maintained properly and in accordance with the applicable laws of Pakistan at the Firm/Company’s Site(s) Office(s) and corporate offices; and;

(b) are accessible by the Client and Client’s Representative whenever required by them, in the formats reasonably required by them.

4.9 Utilities

The Firm/Company shall be solely responsible for procuring and maintaining all utilities required for the Project and for the delivery of the Project Deliverables. For the avoidance of doubt, it is clarified that the Firm/Company will pay all utility charges and further, it will bear all risks relating to the supply of utilities and any increase in the costs, charges, fees, taxes etc. of and in connection with such utilities.

4.10 Security

The Firm/Company shall be responsible to arrange for and provide adequate security arrangements for its personnel working at the Project and to its equipment, at its own cost and expense.
5. PERFORMANCE SECURITY

5.1 The Performance Security shall be provided by the Firm/Company from a first class scheduled bank in Pakistan substantially in the form set forth in Annexure-B hereto [Format of Performance Security]. The amount of the Performance Security shall be 3% of the contract amount. The Firm/Company shall ensure that the Performance Security shall remain valid and effective from the date of its issuance until at least ninety (90) Days from the expiry of the Project Agreement. The Performance Security shall be provided at the time of signing of the Project Agreement.

5.2 The proceeds of the encashment of the Performance Security shall be payable to the Client as part of compensation for any loss resulting from the Firm/Company’s breach of its obligations under the Project Agreement. The Firm/Company hereby irrevocably and unequivocally confirms and agrees that the proceeds of encashment of the Performance Security represent a genuine pre-estimate of part of the loss and damage that the Client will suffer due to default by the Firm/Company in the due, diligent, honest, proper and timely performance of the Firm/Company’s obligations under the Project Agreement, and not a penalty imposed on the Firm/Company.

6. PROJECT DELIVERABLES

6.1 The Firm/Company shall ensure that the Firm/Company shall deliver all Project Deliverables specified in the Scope of Work, within the timelines specified therefor, in accordance with the provisions of the Project Agreement.

6.2 The Firm/Company shall cause each Project Deliverable to be certified by its relevant qualified person.

6.3 The Firm/Company shall ensure that not later than two (2) Days prior to the scheduled date of delivery of each Project Deliverable, a draft of the relevant Project Deliverable is provided to the Client (with copy to the Client’s Representative) for review and comments, which shall be provided in writing to the Firm/Company not later than three (3) Days prior to the scheduled date of delivery of that Project Deliverable. The Firm/Company shall appropriately incorporate such comments of the Client/Client’s Representative, and in case it does not do so, it shall provide its reasons in writing.

6.4 In addition to any other requirements under the Project Agreement regarding interaction of the Project Personnel with the Client and/or Client’s Representative, the Firm/Company shall ensure that upon delivery of each Project Deliverable the relevant qualified person who has certified the relevant Project Deliverable is available in Pakistan for meeting(s) with the Client and Client’s Representative on the dates, times and locations acceptable to the Client, with a view, among other things, to discuss, explain and justify the contents of the relevant Project Deliverable.

6.5 The Firm/Company understands and agrees that the Project Deliverables will form the basis of the Client’s future decisions regarding the installation of coal fired power plants and development of coal mining units in Waula area. Accordingly, the Project Deliverables will be relied upon by the Client, its advisors and consultants and any third parties who may deal with/in the coal fired power
plants and/or development of coal mining units (including any third parties seeking to participate in any manner at the Second Stage). Therefore, the Firm/Company shall not be allowed to exclude its liability and responsibility for the contents of any Project Deliverable save where such exclusion of liability is expressly permitted by the Client.

7. **INTELLECTUAL PROPERTY RIGHTS**

7.1 Notwithstanding anything to the contrary in the Project Agreement or any other document or instrument, the Client shall have exclusive proprietary rights in all intellectual property pertaining to all data including survey and locational (point, line, area and volume), geological, geophysical, hydrogeological, engineering, exploration, sampling, drilling, logging, sample security, quality control and data verification results, interpretation, evaluations, conclusions and recommendations, production data, including all relevant illustrations, reports, studies, whether recorded in hard copy or on digital media, in respect of the groundwater exploration, assessment and hydrological studies operations, and all the works and activities undertaken and all output/deliverables generated, with respect to the Project.

7.2 Without prejudice to the generality of sub-Clause 7.1, the Client shall have exclusive proprietary rights in all intellectual property pertaining to all Project Deliverables including Final Report.

8. **INVOICING AND PAYMENT**

8.1 The Firm/Company’s shall raise its invoices for work done at times specified in the RFP and on the basis of the rates and prices quoted in Accepted Financial Proposal. The rates and prices quoted in the Accepted Financial Proposal are inclusive of all and any costs and expenses of the Firm/Company related to the Project, including, without limitation, costs and expenses on account of machinery and equipment, vehicles, human resource (skilled and unskilled personnel and labour), management and supervision, execution and implementation, travel; transportation, mobilization and de-mobilization, rent, office(s) and site office(s), cost of borrowing, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Project Agreement.

8.2 **Currency**

Payment of all the invoices raised by the Firm/Company against the Project Deliverables and duly verified by the Client’s Representative shall be made in accordance with and subject to the terms of the Project Agreement in Pak Rupees.

8.3 **No Price Adjustment**

All prices and rates quoted by the Firm/Company and set out in the Accepted Financial Proposal appended with the Letter of Acceptance shall remain fixed during the Project Agreement and shall not be subject to variation/adjustment on any account.

9. **REPRESENTATIONS AND WARRANTIES**

9.1 The Firm/Company hereby warrant and represents to the Client that:
the execution of the Project Agreement is permitted by its respective constitutive documents, charters, memoranda and articles of association or other similar documents and the Project Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation enforceable in accordance with the terms hereof;

(b) neither the entry into, nor the consummation of the transactions contemplated by, the Project Agreement conflicts with or will result in the breach of any of the terms, conditions or provisions of or constitute a default under any agreement, arrangement, understanding, indenture, instrument or undertaking to which the Firm/Company is a party or by which it is bound;

(c) there is no claim, litigation, proceeding or governmental investigation pending, or to the best of its knowledge and belief, threatened against or relating to any of it, in any jurisdiction, which does, or may reasonably be expected to, materially or adversely affect the ability of any one from the Firm/Company to enter into the Project Agreement or to carry out its obligations hereunder;

(d) all Project Approvals required under law have been or will be obtained, and maintained, in accordance with the applicable laws of all relevant jurisdictions throughout the duration of the Project Agreement;

(e) it possesses the technical know-how, knowledge, skill, experience and expertise to successfully undertake and complete the Project in accordance with the Project Agreement;

(f) it possesses the financial capacity and resources to successfully undertake and complete the Project in accordance with the Project Agreement;

(g) it will ensure that no encumbrance is created or allowed to subsist on:

   (i) any assets or properties, whether movable or immovable, of the Client, related to or involved in the Project;

   (ii) any receivables of the Firm/Company under the Project Agreement, without the prior written consent of the Client.

10. **ASSIGNMENT AND SUB-CONTRACTING**

10.1 **Assignment**

10.1.1 The Firm/Company shall not without the prior written approval of the Client, assign, cede, delegate, transfer or otherwise dispose of any right or obligation under the Project Agreement.

10.1.2 The Client may assign, cede, delegate, transfer or otherwise dispose of any right or obligation under the Project Agreement to any other person.
10.2  **Sub-contracting**

10.2.1 The Firm/Company shall be entitled to sub-contract any of the works or the provision of any services under the Project provided that (a) the same is done in accordance with and subject to the terms of the Project Agreement; (b) the relevant Sub-contractor is a person acceptable to the Client; (c) the whole Scope of Work is not sub-contracted; and, (d) that any such sub-contracting arrangement shall not in any manner whatsoever relieve the Firm/Company of its obligations in terms of the Project Agreement and the Firm/Company shall at all times continue to be fully responsible and liable for any actions or omissions on any account whatsoever of any such sub-contractors and their agents and employees.

11.  **VARIATIONS IN THE SCOPE OF WORK**

11.1 Either of the Firm/Company and the Client may propose variations to the Scope of Work (“Variation”).

11.2 If the Firm/Company wishes to introduce a Variation, it must serve a notice on the Client providing details of such Variation (“Firm/Company Variation Proposal”). The Firm Variation Proposal must specify (a) the Firm’s reasons for such proposal; (b) the actual and potential benefits which may accrue to the Client as the result of such Variation; (c) cost impact of such Variation; and, (d) all implications of the Firm/Company Variation Proposal on the Project Agreement and any of its terms.

11.3 If the Client wishes to introduce a Variation, it must serve a notice on the Firm/Company providing details of such Variation (“Client Variation Proposal”). The Client Variation Proposal shall set out the Variation required in sufficient detail so as to enable the Firm/Company to (a) assess the scope of the Variation and its relevance to the existing Scope of Work of the Project; and (b) calculate and assess the estimated revised Firm/Company’s Cost with respect to the Variation.

11.4 As soon as practicable after receiving the Firm/Company Variation Proposal or Client Variation Proposal, as the case may be, the Firm/Company and the Client shall meet and discuss the matters referred to in it. During such discussion, the Client or the Firm/Company, as the case may be, may propose modifications to the other Party’s proposed Variation.

11.5 No Variation of the Scope of Work will be acted upon unless agreed to by the Parties in writing.

12.  **TERM; TERMINATION AND CONSEQUENCES OF TERMINATION**

12.1 **Term of Project Agreement**

The Project Agreement shall become effective from the Signature Date and unless terminated earlier in accordance with the terms hereof shall expire upon completion of the Scope of Work and all other obligations of the Firm/Company under the Project Agreement to the satisfaction of the Client.
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12.2 Firm/Company’s Default

12.2.1 The Firm/Company shall be in default under the Project Agreement in any of the following events or circumstances (“Firm/Company’s Default”):

(a) any arrangement, composition or compromise with or for the benefit of creditors (including any voluntary arrangement as defined in the Insolvency Act, 1920 of Pakistan or the Companies Ordinance) being entered into by or in relation to the Firm/Company;

(b) a liquidator, receiver, official assignee or the like taking possession of or being appointed over, or any receivership, judicial management, winding-up, execution or other process being levied or enforced (and not being discharged within thirty (30) Business Days) upon, the whole or any material part of the assets of the Firm/Company (in any of these cases, where applicable, whether provisional or final, and whether voluntary or compulsory);

(c) the Firm/Company ceases to carry on business;

(d) a resolution being passed or an order being made for the administration, receivership, winding-up, liquidation or dissolution of the Firm/Company (in any of these cases, where applicable, whether provisional or final and whether voluntary or compulsory);

(e) the Firm/Company fails to commence work on the Project from the Signature Date;

(f) the Firm/Company commits a breach of any of its material obligations under the Project Agreement not covered by sub Clauses (a), (b), (c), (d), (e), (g), (h), (i), (j) or (k);

(g) Abandonment by the Firm/Company;

(h) the Firm/Company fail(s) to comply with any provision of Clause 10 [Assignment and Subcontracting];

(i) the Firm/Company fails to maintain the Performance Security in terms of the Project Agreement;

(j) any statement, representation or warranty by the Firm/Company proving to have been incorrect, in any material respect, when made or when deemed to have been made and such failure or incorrect statement, representation or warranty having a material and adverse effect on the ability of the Firm/Company to perform its obligations under the Project Agreement;

(k) any breach of any provision of the Project Agreement has occurred more than once and:

(i) Client has given an initial warning notice to the Firm/Company describing that breach in reasonable detail and stating that if that
breach persists or recurs then Client may take further steps to terminate the Project Agreement; and

ii) Client has issued a second and final warning notice following the persistence or recurrence of that breach in the period of seven (7) Days after the initial warning notice, stating that if that breach persists or recurs within the period of three (3) Days after the final warning notice then Client may terminate the Project Agreement forthwith.

12.3 Termination for Firm/Company's Default

12.3.1 Notification obligation

The Firm/Company shall notify the Client of the occurrence, and details, of any Firm/Company’s Default and of any event or circumstance which is likely with the passage of time or otherwise, to constitute or give rise to a Firm/Company's Default, in either case promptly on the Firm/Company becoming aware of its occurrence.

12.3.2 Client’s Options

On the occurrence of a Firm/Company's Default, the Client may:

(a) in the case of Firm/Company’s Default referred to in sub-Clauses 12.2.1(a), (b), (c), (d), (e) and (i) terminate the Project Agreement in its entirety by notice in writing having immediate effect;

(b) in case of Firm/Company’s Default referred to in sub-Clauses 12.2.1(f), (g), (h), (i) and (j), while the same is subsisting, serve notice of default on the Firm requiring the Firm to remedy such default within fourteen (14) Days of such notice of default. If the default notified as such is not remedied within the time period specified for the remedy thereof, the Client may terminate the Project Agreement in its entirety by written notice to the Firm/Company with immediate effect.

12.4 Client’s Default

The Client shall be in default of its obligations under the Project Agreement in any of the following event/circumstance (“Client’s Default”):

(a) an expropriation, partially or wholly of the Client by the Government Authority;

(b) failure by the Client to make a payment which is due to the Firm/Company.

12.5 Termination for Client’s Default

12.5.1 On the occurrence of the Client’s Default, or within three (3) Days after the Firm/Company becomes aware of the same, the Firm/Company may serve notice on the Client of the occurrence (and specifying details) of such Client’s Default. If the Client’s Default has not been remedied or rectified within seven (7)
Business Days of such notice, the Firm/Company may serve a further notice on the Client terminating the Project Agreement (save for the Clauses referred to in Clause 17) with immediate effect.

12.5.2 The Firm/Company shall not exercise or purport to exercise any rights to terminate the Project Agreement (or accept any repudiation of the Project Agreement) except as expressly provided for herein.

12.6 Termination for Force Majeure

12.6.1 If, in the circumstances referred to in Clause 13 [Force Majeure] the Parties have failed to reach an agreement on any modification to the Project Agreement pursuant to that Clause within ten (10) days of the date on which the Party affected serves notice on the other Party in accordance with that Clause, either Party may at any time afterwards terminate the Project Agreement by written notice to the other Party having immediate effect, provided always that the effects of the relevant events of Force Majeure continue to prevent either Party from performing any material obligation under the Project Agreement.

12.7 Consequences of termination for Firm/Company’s Default

If the Project Agreement is terminated due to Firm/Company’s Default (under sub-Clause 12.3), the following consequences shall follow without prejudice to any rights and remedies that the Client may have under the Project Agreement or the applicable laws:

(a) no payment of any Firm/Company’s invoice(s) lying unpaid with the Client or any other payment on any account whatsoever shall be made to the Firm/Company;

(b) the Performance Security may be encashed at the Client’s option.

12.8 Consequences of termination for Client’s Default

If the Project Agreement is terminated due to Client’s Default (under sub-Clause 12.5) and provided that such Client’s Default has not be occasioned by any Firm/Company’s Default, the following consequences shall follow:

(a) the total amount of all verified invoices up to the date of Termination shall be paid to the Firm/Company; and

(b) no other amount whatsoever shall be payable by the Client to the Firm/Company.

12.9 General consequences of termination

The following provisions shall apply in case of termination due to any reason:

(a) the Firm/Company shall remove the Project Hardware and Software and Project Personnel from the Project Areas within a reasonable time but in any case not exceeding thirty (30) days from the date of Termination;
Groundwater Assessment and Hydrological Studies

(b) the Firm/Company shall hand over all Project Records and Data and related materials maps, drawings etc., to the Client or Client’s Representative in good order;

(c) the Parties will co-operate with each other for peaceful winding down of operations.

13. **FORCE MAJEURE**

13.1 **Meaning of Force Majeure**

“Force Majeure” means any of the following events to the extent that they are uninsurable:

(a) war, civil war, armed conflicts or terrorism; or

(b) nuclear contamination unless the Firm/Company and/or any sub-contractor of the Firm/Company is the source or cause of the contamination; or

(c) chemical or biological contamination of the Project Site(s) from any of the events referred to in Clause (a) above,

which directly causes either Party to be unable to comply with all or a material part of its obligations under the Project Agreement.

13.2 **Consequences of Force Majeure**

(a) Subject to sub-Clauses (b)(i) and (ii) below the Party claiming relief shall be relieved from liability under the Project Agreement to the extent that by reason of the Force Majeure event it is not able to perform all or a material part of its obligations under the Project Agreement.

(b) Where a Party is (or claims to be) affected by an event of Force Majeure:

(i) it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under the Project Agreement, resume performance of its obligations affected by the event of Force Majeure as soon as practicable and use all reasonable endeavors to remedy its failure to perform; and

(ii) it shall not be relieved from liability under the Project Agreement to the extent that it is not able to perform, or has not in fact performed, its obligations under the Project Agreement due to its failure to comply with its obligations under sub Clause (b)(i).

(c) The Party claiming relief shall serve written notice on the other Party within two (2) Business Days of it becoming aware of the relevant event of Force Majeure. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of Force Majeure.

(d) A subsequent written notice shall be served by the Party claiming relief on the other Party within a further seven (7) Business Days which shall
contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of Force Majeure on the ability of the Party to perform, the action being taken in accordance with Clause (b)(i), the date of the occurrence of the event of Force Majeure and an estimate of the period of time required to overcome it (and/or its effects).

(e) The Party claiming relief shall notify the other as soon as the consequences of the event of Force Majeure have ceased and when performance of its affected obligations can be resumed.

(f) If, following the issue of any notice referred to in Clause (d), the Party claiming relief receives or becomes aware of any further information relating to the event of Force Majeure (and/or any failure to perform), it shall submit such further information to the other Party as soon as reasonably possible.

(g) The Parties shall endeavour to agree on any modifications to the Project Agreement which may be equitable having regard to the nature of an event or events of Force Majeure.

14. **DISPUTE RESOLUTION**

14.1 **Amicable Settlement**

If any dispute or difference or claim of any kind arises between the Client on the one hand and the Firm/Company on the other hand, in connection with construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Project Agreement, or the rights, duties or liabilities of any Party under this Agreement, whether during the Term of Project Agreement or on expiry thereof, whether before or after the termination of the Project Agreement, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them.

14.2 **Arbitration**

14.2.1 Failing amicable settlement within 7 Days, the following shall apply:

   a. In first stage, the matter shall be referred to Managing Director, Punjab Mineral Development Corporation.
   b. If dispute is not settled during first stage, matter will be referred to Secretary, Mines & Minerals Department, Government of the Punjab, Lahore.
   c. In case dispute not resolved through above procedure then both Parties will be at liberty to proceed as per provisions of the Arbitration Law of Pakistan and of the Rules made there under and any statutory modifications thereto. Place of Arbitration will be Lahore, Pakistan and there will be a single arbitrator.

14.3 **Performance during dispute resolution**

Pending the submission of and/or decision on a dispute difference or claim or until the arbitral award is published the Parties shall continue to perform all of
their obligations under the Project Agreement, without prejudice to the final adjustment in accordance with the arbitral award.

15. **NOTICES**

15.1 **Communications in writing**

Any communication to be made under or in connection with the Project Agreement shall be made in writing and, unless otherwise stated, may be made by fax or letter.

15.2 **Addresses**

The address and fax number (and the person for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Project Agreement is:

**in the case of the Client:**

Address: Punjab Mineral Development Corporation,  
2nd Floor, Alfalah Building, The Mall,  
Lahore,  
Pakistan.

Fax number: +92 42 9920 5185  
Attention: General Manager (Technical)

With copy to the Client's Representative at  
Address: Punjab Mineral Development Corporation,  
2nd Floor, Alfalah Building, The Mall,  
Lahore,  
Pakistan.

Fax number: +92 42 9920 5185  
Attention: Manager (Geology)

**in the case of the Firm/Company:**

Address: [-]  
Fax number: [-]  
Attention: The Chief Executive Officer

**in the case of the Firm/Company’s Representative:**

1. Address: [-]  
   Fax number: [-]  
   Attention: [-]

2. Address: [-]  
   Fax number: [-]  
   Attention: [-]
15.3 Delivery

Any communication or document made or delivered by one person to another under or in connection with the Project Agreement will only be effective:

(a) if by way of fax, when received in legible form; or

(b) if by way of letter, when it has been left at the relevant address or three (3) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 15.2 (Addresses), if addressed to that department or officer.

15.4 English language

(a) Any notice given under or in connection with the Project Agreement must be in English.

(b) All other documents provided under or in connection with the Project Agreement must be in English.

16. WAIVER AND CUMULATIVE RIGHTS AND REMEDIES

16.1 A waiver of any right or remedy under the Project Agreement shall only be effective if it is in writing and any such waiver shall (unless the terms of the waiver expressly state otherwise) apply only to the Party to whom the waiver is addressed and the circumstances for which it is given.

16.2 The failure by a Party to exercise any right or remedy permitted or authorized under the Project Agreement, or by operation of law, or any delay by a Party in so doing, shall not operate as a waiver by that Party of such right or remedy, or other rights or remedies. No single or partial exercise of any right or remedy by a Party will preclude or restrict the further exercise or enforcement by that Party of any such right or remedy.

16.3 Except where the Project Agreement provides otherwise the rights and remedies contained in the Project Agreement are cumulative and not exclusive of rights or remedies provided by law.

17. SURVIVAL OF PROVISIONS

The expiry or earlier termination of the Project Agreement shall not affect the continuing rights and obligations of the Firm/Company and the Client under Clause 7 [Intellectual Property], Clause 9 [Representations and Warranties]; Clause 18 [Indemnities]; Clause 13 [Force Majeure], sub-Clauses 12.7, 12.8 and 12.9 [Consequences of Termination], Clause 22 [Confidentiality], Clause 16 [Dispute Resolution], Clause 15 [Notices], Clause 23 [Governing Law and Jurisdiction] or under any other provision of the Project Agreement which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination.
18. **INDEMNITIES**

The Firm/Company indemnifies and shall keep the Client indemnified at all times against all costs, charges, expenses, damages and losses sustained by the Client in consequence of:

a) any defect or deficiency in the Project Deliverables;
b) any loss of or damage to property (including, without limitation, any assets of Client);
c) any breach of a statutory duty arising under Applicable Laws;
d) any claim for or in respect of the death or personal injury of any individual;
e) any claim for/by or in respect of any Private Land and/or any Private Land Owner;
f) any other claim, action, charge, cost, demand or expense,(including, without limitation, any legal fees or costs) arising in connection with the performance or non-performance of any Project Deliverables;
g) any breach by the Firm/Company of any warranties given by it in the Project Agreement.

19. **INTEGRITY PACT**

19.1 The Firm/Company declares and affirms that neither it nor any of its sponsors, promoters, owners, officers, directors, shareholders, partners, employees, agents, subcontractors, representatives, consultants, advisors and affiliates, as applicable, have been involved in any Corrupt and Fraudulent Practices with respect to their bid for the Project and the consequent award of the Project Agreement. Further, they undertake and assure that they will not indulge in any such similar practices/acts during the term of the Project Agreement.

19.2 If it is found that the provisions of sub-Clause 20.1 above or the Integrity Pact have been violated, then the Client shall be entitled to:

(a) Seek and recover from the Firm/Company an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by the Firm/Company or any person(s) listed in sub-Clause 21.1 above;

(b) terminate the Project Agreement; and

(c) recover from the Firm/Company any loss or damage to the Client as a result of such termination.

20. **AMENDMENTS**

No provision of the Project Agreement (including, without limitation, the provisions of this Clause) may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in the Project Agreement, except (in any such case) by an agreement in writing signed by the duly authorized representatives of the Parties.
21. **SEVERABILITY**

Whenever possible, each provision of the Project Agreement shall be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of the Project Agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of the Project Agreement, all of which shall remain in full force.

22. **CONFIDENTIALITY**

22.1 For purposes of this Clause, “Confidential Information” means any information which is agreed by the Parties at the time of conclusion of the Project Agreement.

22.2 Each Party shall keep all Confidential Information of the other Party confidential while the Project Agreement remains in force [and for a period of five (5) years after it terminates for any reason]. Each Party shall also use reasonable endeavors to prevent its employees, agents and sub-contractors from making any disclosure to any person of any Confidential Information of the other Party while the Project Agreement remains in force [and for a period of five (5) years after it terminates for any reason].

22.3 Sub-Clause 24.3 shall not apply to:

(a) any disclosure of information that is reasonably required by persons engaged in the performance of the restricted Party’s obligations under the Project Agreement;

(b) any matter which a Party can reasonably demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this Clause;

(c) any disclosure as part of any attempt to resolve a dispute in accordance with Clause 16 [Dispute Resolution];

(d) any disclosure which is required by any law (including any order of a Court of competent jurisdiction), or the rules of any stock exchange or governmental or regulatory authority having the force of law;

(e) any disclosure of information that is already lawfully in the possession of the receiving Party prior to its disclosure by the disclosing Party;

(f) any provision of information to the advisors of the receiving Party, or to any investor or potential investor, but in the latter case, only to the extent reasonably necessary to enable a decision to be taken on whether that potential investor will become an investor; or

(g) any disclosure of information by the Client to any Governmental Authority.

22.4 The disclosures permitted under sub-Clauses 24.3 (f) and (g) may only be made subject to obtaining appropriate confidentiality restrictions consistent with the provisions of this Clause from the intended recipients.
23. **GOVERNING LAW AND ENFORCEMENT**

23.1 **Governing Law**

The Project Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of Pakistan.

23.2 **Jurisdiction**

Subject to the provisions of Clause 16 [Dispute Resolution] the courts of Pakistan have exclusive jurisdiction to settle any dispute arising out of or in connection with the Project Agreement (including a dispute regarding the existence, validity or termination of the Project Agreement (a “Dispute”). The Parties agree that the courts of Pakistan are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

24. **COUNTERPARTS**

The Project Agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of the Project Agreement for all purposes.
Annexure-A

CONTRACT DATA

The following specific data shall complement, amend, or supplement the provisions in the Conditions of Project Agreement. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Project Agreement:

<table>
<thead>
<tr>
<th>Clause No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Definitions</td>
<td>“Contractors' Representative” means [-]</td>
</tr>
<tr>
<td></td>
<td>“Client’s Representative” means [-]</td>
</tr>
<tr>
<td>4.3.2</td>
<td>Amount of liquidated damages</td>
</tr>
<tr>
<td></td>
<td>1% of the amount payable for the relevant Project Deliverable per Day but maximum up to 10% of the total amount payable for such Project Deliverable.</td>
</tr>
</tbody>
</table>
Annexure-B

FORMAT OF PERFORMANCE SECURITY

THIS DEED OF GUARANTEE is executed on this the ---- day of ----- at ------ by --------
------------------------------------------------------------------ (Name of the Bank) having its Head/Registered Office at --------
------------------------------------------------------------------ (hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns);

In favour of

PUNJAB MINERAL DEVELOPMENT CORPORATION, a company incorporated under the laws of Pakistan and owned by the Government of Punjab having its registered office at [-] (hereinafter referred to as the “Client” which expression shall, unless the context otherwise requires, be deemed to mean and include its successors-in-interest and assigns)

WHEREAS

A. The Client and _____________________________ (the “Firm/Company”) have entered into the Project Agreement dated ------------------- in respect of groundwater assessment and hydrological studies in areas located near Waula and Jaswal in District Chakwal and Lillah-Pind Dadan Khan in District Jhelum.

B. In terms of the Conditions of the Project Agreement, the Firm/Company is required to furnish to the Client, an unconditional and irrevocable bank guarantee for an amount of Rs. ___________/- (Rupees _____________ Only) as security for due and punctual performance/discharge of its obligations under the Project Agreement, substantially in the format annexed as Annexure-B to the Conditions of the Project Agreement.

C. At the request of the Firm/Company, the Guarantor has agreed to provide guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Firm/Company of its obligations under the Project Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Project Agreement.

2. The Guarantor hereby irrevocably guarantees the due and punctual performance by the Firm/Company of all its obligations under the Project Agreement.

3. The Guarantor shall, without demur, pay to Client sums not exceeding in aggregate Rs. _____ within two (2) calendar days of receipt of a written demand thereof from Client stating that the Firm/Company has failed to meet its performance obligations under the Project Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Firm/Company or validity of demand so made by Client and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Firm/Company or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, Client shall be entitled to treat the
Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Project Agreement or other documents or by the extension of time for performance granted to the Firm/Company or postponement/non exercise/ delayed exercise of any of its rights by Client or any indulgence shown by Client to the Firm/Company and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by Client or any indulgence shown by Client.

5. This Guarantee shall be irrevocable and shall remain in full force and effect until _________ unless discharged/released earlier by Client in accordance with the provisions of the Project Agreement. The Guarantor’s liability in aggregate be limited to a sum of Rs. ____.

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Firm/Company/the Guarantor or any absorption, merger or amalgamation of the Firm/Company/the Guarantor with any other Person.

7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under ______________.

8. This Guarantee shall be governed by the laws of Pakistan.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by ----------- Bank by the hand of

Mr. -----------------------------

its ----------- and authorised official.