



**2x55MW (Gross) Coal Fired
Thermal Power Project at M-3
Industrial City, Faisalabad.**

**Pre-Qualification of EPC, Financing &
Operation and Maintenance / Turnkey
Contractors**

August, 2014
Punjab Power Development Company Limited



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1. INTRODUCTION

1.1 Brief Description of the Project

- a. Punjab Power Development Company Limited (PPDCL) – a corporate entity fully owned by the Government of Punjab is mandated to develop Power Generation Projects to mitigate energy crisis in the country. Apart from others PPDCL has planned to develop 2x55 MW (Gross) Coal fired power project at M-3 Industrial City, Faisalabad to supply uninterrupted electric energy to industrial units besides feeding surplus energy in the national grid. Project will be developed on debt: equity model as laid down in the Punjab Power Generation Policy 2006.
- b. The objective of the Project is to produce electric power at affordable price to mitigate load shedding to boost up the economic activities in all sectors. Power plant will initially be operated on Imported Coal and later on will be switched over to local or blended coal to utilize indigenous resources.
- c. PPDCL appointed MM Pakistan Lahore (in association with Mott MacDonald Limited UK) as Consultant who has prepared the Feasibility Study Report of the Project in the 1st Phase. After approval of the feasibility study, PPDCL has stepped into Phase-II of the Consultancy Agreement for execution of the Project on EPC plus Finance mode including O&M after COD of the Project.

1.2 Abbreviations and Definitions

Applicant	A single company or a Joint Venture (JV) applying for prequalification as an EPC, Financing & Operation and Maintenance as Turnkey contractor
CFBC	Circulating Fluidized Bed Combustion
Client:	Punjab Power Development Company limited (PPDCL)
COD	Commercial Operation Date
Consultant:	MMP Lahore in association with MML UK who will assist the Employer, besides its other duties as per Consultancy Services Agreement, in evaluation of applicants' qualification.
EPC	Engineering, Procurement & Construction
FEED	Front End Engineering & Design
GOP	Government of Pakistan
HSE	Health Safety and Environment
ISO	International Standards Organization
Joint Venture:	Joint Venture (JV) (hereinafter called JV) means a Commercial enterprise undertaken jointly by two or more entities, which have reached/intended to reach a joint agreement to make a Joint Venture to submit a PQ proposal for the Project Works as a single Applicant.



O&M	Operation and Maintenance
PEC	Pakistan Engineering Council
PQ	Pre-qualification
Project:	2x55 MW (Gross) Coal fired Power Projects based on CFBC Boiler Technology.
Project Works	All the permanent and temporary works to be executed and completed by the Contractor under the contract.
QA/QC	Quality Assurance/Quality Control
ROW	Right of Way
SOW	Scope of Work
Sub-contractor:	A person or persons, firm, partnership, corporation or combination thereof (not being an employee of contractor), to whom any part of the Project Works has been subcontracted by Contractor subject to approval of the Client.
Turnkey	A contract under which a contractor completes the Project based on Client's FEED and tender SOW, and then hands it over in fully operational form to the Client, which needs to do nothing but "turn a key", as it Were, to set it in motion
Vendor:	An entity engaged by the Contractor to supply equipment or services.
HAZOP	Hazard and Operability
SIL	Safety Integrity Level
SCADA	Supervisory Control and Data Acquisition

1.3 Pre-qualification of EPC Financing & Operation and Maintenance contactors for execution of project on Turnkey basis

- a. The Client has decided to carry out pre-qualification of EPC, Financing & Operation and Maintenance contractors on Turnkey basis for the Project to select competent bidders prior to issuance of Invitation to Bidders.
- b. PEC, the statutory body entrusted to regulate engineering profession in Pakistan, has prepared "Standard Procedure for Pre-qualification of Constructors", to provide an equitable and just basis for transparent bidding and award of construction contracts in line with the international practices and relevant PEC Bye-laws, thus minimizing ambiguities and likely contractual disputes.
- c. Government of Pakistan has also notified vide their S.R.O. No.805 (1)/2008 Islamabad dated 11th July, 2008, that all Procuring Agencies, when engaged in procurement of works, shall use the standard form of bidding documents prescribed by PEC.
- d. The documents for the Pre-qualification of EPC, Financing & Operation and Maintenance contractors on Turnkey basis for 2x55 MW (Gross) Coal fired power projects have accordingly been prepared on the basis of above referred PEC Standard



Procedure.

- e. This Prequalification process is only to shortlist and pre-qualify EPC, Financing & Operation and Maintenance contractors on Turnkey basis for the implementation of 2x55 (Gross) MW Coal fired power projects on the basis of their broad experience, expertise, capacity and availability of resources to design, procure, build, commission and handover facilities as described in this PQ Document on EPC, Financing & Operation and Maintenance contractors on Turnkey basis including ability to finance 2x55 MW (Gross) Coal fired projects.
- f. Detailed technical evaluation of the prequalified bidders shall be carried out on the basis of the PQ documents to be issued by the Client.

1.4 Brief Overview of the Project Scope of Work (SOW)

The brief scope of work is given in the PQ documents hereunder; however details will be provided in the tender document to be issued to the Pre-qualified bidders.

1.4.1 Main Components of the Project are:-

a. Civil Works

- Infrastructure and Foundation
- Civil structures for turbines, boiler, generator and BOP etc.
- Residential and non-residential buildings etc.

b. Coal fired Boilers (CFBC Technology)

2 No. Coal fired boilers (CFBC Technology) with ancillaries to meet Steam requirement of respective Steam Turbine of 2x55 MW (Gross) capacities.

c. Steam Turbines Units

- 2No. Steam Turbines with ancillaries
- 2 No. AC Generators with ancillaries'
- 2 No. main step up power transformers.
- 2 No. Auxiliary transformers.
- 1 No. Station Service transformer.
- HV/ MV/LV Switch Gears.
- MV/LV Supply power Systems.
- Protection and Control Panels.

d. Balance of Plant

- Cooling Water Systems
- Cooling Water pump House
- Water treatment Plant
- Clarifier water Plant
- Fire Fighting pump House
- Demi Water Storage Tank
- Clarified Water Storage Tank
- Firefighting Water Tank
- Coal Handling Facilities and Store yard
- Ash Handling Facilities
- Maintenance Workshop
- Spare Parts Store

e. Other Facilities

In addition to above, following major facilities/ installations will also be provided /



Installed

- SCADA system
- Telecommunication system including fiber optic cable and satellite links.
- Electrical system
- Administration Building
- Security system for all installations
- Fire and gas detection system
- Central Control Room
- Relay Room
- Battery Room
- Transmission Line Inter connection Arrangements

1.4.2 Scope of Work for EPC, Financing & Operation and Maintenance Turnkey contractor

- a. The Scope of Work for EPC, Financing & Operation and Maintenance contractors on Turnkey basis shall include, but is not limited to providing the following services, as an independent company or by forming a JV or Consortium with other international or local contractors, manufacturers and vendors having proven experience of executing such projects of similar scope:
 - “Design, Manufacturing, Supply, Erection, Construction, Testing & Commissioning on EPC plus Financing on debt :equity model Basis i.e 75:25 (75% debt servicing to be arranged by the Contractor) including O & M of the Project for 5 years after commercial operation date (COD) of 2x55 MW (Gross) Coal Fired Power Project on Turnkey basis at M-3 Industrial City, Faisalabad.
- b. The Project and all related facilities shall be designed according to international codes and standards. The design based on international standards shall not be in conflict with the existing laws and regulations of Pakistan.
- c. The completion period of the Project from Contract Award to its Commercial Operation shall not exceed **24 months**. The EPC, Financing & Operation and Maintenance contractor should be capable of managing complex tasks complying fully with the Project schedule, giving inter-alia due consideration to environment protection.
- d. The Consultant has carried out Feasibility Studies and EIA Studies of the Project. In this process. The Consultant has completed following main tasks:
 1. Feasibility Study including
 - Coal logistics
 - EIA Study
 - Topographic/Geo-Tech Study
 - Load Flow study
 - a. The land for Project site is being acquired by the Client and will be handed over to EPC, Financing & Operation and Maintenance Turnkey contractor according to mutually agreed construction schedule.

For further details of Scope of Work for EPC, Financing & Operation and Maintenance Turnkey contractor refer to Appendix 2 to this PQ document.



2. INVITATION FOR PRE-QUALIFICATION

Date: _____

- 2.1 The Government of Punjab has established Punjab Power Development Company Limited which is registered with Securities and Exchange Commission of Pakistan (SECP) to perform following functions:
- Develop Power Projects in public sector or public-private partnership mode
 - Arrange funding through loan negotiations or joint venture
 - Interact with all stake-holders, WAPDA and Federal Government
 - To negotiate tariff with NTDC (WAPDA) or other buyers of energy
 - Attract private sector to form joint venture for development and/ or operation and management of power projects
- 2.2 Punjab Power Development Company Limited (PPDCL) Lahore is developing 2X55 MW (Gross) Coal fired power project at M-3 Industrial City, Faisalabad. The prime objective of the Project is to boost the industrial sector by supplying uninterrupted electric energy to the Industrial units in the industrial estates.
- 2.3 Punjab Power Development Company Limited (PPDCL) hereinafter referred as Client intends to prequalify for EPC, Financing & Operation and Maintenance contractors on Turkey basis for the following Works under the Project
- “Design, Manufacturing, Supply, Erection, Construction, Testing & Commissioning on EPC plus Financing on debt equity model i.e. 75:25 including O & M of the Project for 5 years after commercial operation date (COD) of 2x55 MW (Gross) Coal Fired Power Project on Turnkey basis at M-3 Industrial City, Faisalabad.
- 2.4 Pre-qualification is open for EPC, Financing & Operation and Maintenance Turnkey contractors/Joint Ventures of contractors who are registered with PEC in appropriate Category for Construction of Engineering Works, described in para 2.3 above. Foreign Applicants who are not registered with PEC shall have to submit an undertaking to get them registered with PEC before the award of contract to them.
- 2.5 The Government of Pakistan has allowed exemptions in duties and taxes on the import of certain materials and equipment to be procured for Coal Fired Power projects. For EPC, Financing & Operation and Maintenance Turnkey Contractors are also exempted from the duties for Construction equipment and services provided on such projects as per prevailing policy of Government of Pakistan..
- 2.6 The Applicants or their local agents, can download the detailed Prequalification (PQ) Documents from PPDCL Website (energy.punjab.gov.pk/ppdcl.html)
- 2.7 Qualification criteria and eligibility requirements for pre-qualification of applicants have been specified in pre-qualification documents.
- 2.8 Applications for Pre-qualification must be delivered in sealed envelopes by hand or through registered mail, along with a deposit of non-refundable processing fee of



PKR

10000 (Ten thousand) or equivalent in US\$ 100 in the shape of Pay Order, Bank Draft, Bunkers Cheque in favor of Chief Executive Officer, Punjab Power Development Company Limited, 77-Shah Jamal Lahore, Pakistan, on or before - 2014 at 11:30 Hours and will be opened at 12:30 on the same day and be clearly marked “Application for Pre-qualification for EPC, Financing & Operation and Maintenance Contractor on Turnkey basis for 2x55 MW (Gross) Coal Fired Power Projects at M-3 Industrial City, Faisalabad.

- 2.9 Applicants will be informed, in due course, of the result of the evaluation of applications; only the Contractors prequalified under this process will be invited to participate in the bidding process.
- 2.10 The applications of those firms including their subsidiaries and sub-contractor who are black listed by any government department or by any of any International Donor Agency like IFC, World Bank, JICA, and ADB etc. shall be rejected without detailed evaluation. The applicant is required to submit and undertake on judicial paper that he or any of his associate/manufacturer/supplier/sub-contractor is not in the list of black listed firms of the above mentioned departments or financing institutions; the undertaking should be duly notarized.

Chief Executive Officer (CEO)

Punjab Power Development Company Limited
77-Shah Jamal, Lahore Pakistan

Phone: 0092+42-99239871

Email: ppdcl.ceo@energy.punjab.gov.pk

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3. INSTRUCTIONS TO PROSPECTIVE APPLICANT

3.1 Submission of Application

3.1.1 Applications for pre-qualification (one original, two hard copies and two soft copies) must be delivered in sealed envelopes to be delivered in person or through registered mail to:-

Chief Executive Officer, Punjab Power Development Company Limited, 77-Shah Jamal Lahore, Pakistan, on or before - 2014 at 11:30 Hours and will be opened at 12:30 on the same day.

Envelopes shall be clearly marked" Application for Pre-qualification" for 2x55 MW (Gross) Coal Fired Power Project on EPC, Financing & Operation and Maintenance Contract on Turnkey basis at M-3 Industrial City, Faisalabad. The Employer reserves the right to accept or reject the late applications.

3.1.2 The name and mailing address of the Applicant shall be clearly marked on the lower left hand side of the envelope.

3.1.3 The applications shall be prepared in the English language. Information in any other language shall be accompanied by its translation in English

3.1.4 (i) Prospective applicants at least ten (10) days prior to submission of application may request in writing for clarification of Project requirement, the criteria for qualification or any other aspects of the Pre-qualification Document. At any time prior to the due date for submission of applications, the Employer may amend the Pre-qualification Documents on its own initiative or as consequence of any clarification of the applicant's query and shall be communicated in writing to all prospective applicants who have obtained the Pre-qualification Document from the Employer.

(ii) To assist in evaluation of applications, the Employer may, at its discretion, ask an applicant for a clarification (including missing documents of its application). The Applicants must respond within 7 Days to all questions and provide complete information as required in para 3.2 below. Any lapses in providing essential information may result in the dis-qualification of the Applicant.

3.1.5 Every page of PQ Application must be initialed by the authorized person bearing company official seal/stamp. Each page shall be sequentially numbered.

3.2 Eligibility Requirements

3.2.1

- i. All Firms from any country of the world having diplomatic relations with Islamic Republic of Pakistan except the countries on which trade embargo has been imposed by the Government of Pakistan are eligible to submit the application.
- ii. Blacklisted firm by the Client/ PEC/ PPRA and Islamic Republic of Pakistan are not eligible to submit the application.
- iii. (a) The applications of those firms including their subsidiaries & sub-contractor who are black listed by any government department or by any of any International Donor Agency like IFC, World Bank, JICA, and ADB etc. shall be rejected without detailed



evaluation.

- (b)** The applicant is required to submit an undertake on judicial paper that he or any of his associate/manufacturer/supplier/sub-contractor is not in the list of black listed firms of the above mentioned departments or financing institutions; the undertaking should be duly notarized.
- a. The following essential information shall be required from the Applicants:
- i. Applicants applying for the pre-qualification must be national of a country having bilateral trade relations with the Islamic Republic of Pakistan. However, the Client may also prohibit the participation of the Applicants from some countries in accordance with the policy of the Federal Government of Pakistan.
 - ii. Applicants must have complete knowledge about the climatic and working conditions and the local Applicable Laws in Pakistan to undertake an EPC, Financing & Operation and Maintenance Turnkey Project. A foreign company Applicant is entitled to apply for pre-qualification only in a JV with a Pakistani company, in accordance with the provisions of relevant PEC bye-laws. An undertaking in respect of the compliance of this requirement shall be submitted by the foreign Applicants.
 - iii. Pre-qualification is open to Applicants who are registered with PEC in appropriate Category for construction of engineering works.
 - iv. Applicants must carefully examine the qualification requirements detailed in this PQ documents and fully respond to the information required therein. Applicant shall confirm in writing through official letter that complete scope of work detailed herein shall be performed by them on EPC, Financing & Operation and Maintenance on Turnkey Contract basis.
 - v. Applicants shall submit copies of valid certifications ISO9001, ISO14001 and OHSAS 18001 or their equivalent as applicable
 - vi. Applicants shall submit duly signed and stamped Non-Disclosure Agreement (Draft agreement is attached as Appendix-IV) in original. Pursuant to the receipt of the Non-Disclosure Agreement by the Client, the Appendix-III shall be sent to the Applicant through email at the time of bidding to pre-qualified bidders only.
 - vii. The Applicant should provide an undertaking having no conflict of interest on judicial paper.
- b. The PQ applications, after receipt, shall first be reviewed with reference to the knock out criteria specified in the table below. Only the applications responsive to criteria shall be considered for further evaluation.

Sr. No.	Description	Status (No/Yes)	
i)	Is the Applicant a national of a country maintaining bilateral relations with the Islamic Republic of Pakistan?	No Yes	Not further considered PQ proceeds knock out criterion
ii)	Is the Applicant fully aware of the Applicable Laws of Pakistan for undertaking an EPC, Financing & Operation and Maintenance Turnkey Project? An undertaking to team up with at least one Pakistani local company as per PEC's Requirements to be submitted.	No Yes	Not further considered PQ proceeds knock out criterion
iii)	Proof of valid registration with PEC in appropriate category or required Undertaking from foreign Applicant to get registered before award of a contract, as per bye-laws of PEC.	No Yes	Not further considered PQ proceeds knock out criterion
iv)	Applicant to confirm in writing through official letter that complete Project scope of work shall be performed by him on EPC, Financing & Operation and Maintenance Turnkey basis.	No Yes	Not further considered PQ proceeds knock out criterion
v)	Applicants to submit copies of valid certifications ISO9001, ISO14001 and OHSAS 18001 or their equivalent as applicable. Provision of Non blacklisting undertaking.	No Yes	Not further considered PQ proceeds knock out criterion
vi)	Applicants Business License, duly Notarized as per International practices	No Yes	Not further considered PQ proceeds knock out criterion

3.3 Qualification / Evaluation Criteria

3.3.1 General

- a. Pre-qualification will be based on the qualification requirements / evaluation criteria given in Para 3.2, and in succeeding Para 3.3.2 to 3.3.9. Applicant's submission should be responsive to qualification/evaluation criteria mentioned herein above in Application Forms A1 to A11 and Appendix 1 of this PQ document. The Client reserves the right to waive minor deviations, if these don't materially affect the capability of an Applicant to perform the contract and does not change the scope of work.
- b. Sub-contractor's experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria. However, Joint Venture experience & resources shall be considered. Consortium or Association of firms will be considered for similar treatment as in case of Joint Venture.
- c. The following evaluation criteria and assigned weightages for the main categories shall be used for the pre-qualification:



Sr. No.	Category	Weightage/Marks
1.	Eligibility Requirements	Knockout Criteria
2.	Corporate Information	5
3.	Project Financing	15
4.	Past Experience	20
5.	Project Management / Execution Strategy	10
6.	Engineering Capabilities	10
7.	Procurement & Supply Capabilities	10
8.	Construction & Commissioning Capabilities	15
9.	Contractors Key Personnel	15
	Total:	100



Note: *The Applicant must secure at least 50% score in each of the above categories and minimum of 70% overall marks to qualify for prequalification.*

The detailed qualification requirements / evaluation criteria for each of the above mentioned categories shall be as follows:

3.3.2 Corporate Information

- a. Following information shall be required for assessment of the Applicant:
 - i. Applicant's company name, legal form of the company, year of incorporation (provide copy of incorporation), location of office, contact information, list of board of directors. The applicant is also required to submit duly notarized corporation certification indicating business.
 - ii. Whether Applicant is a member of corporate group / organization (provide information of core business areas / main business / 100% subsidiary / partly owned subsidiary);
 - iii. Structure of the company and corporate organization chart;
 - iv. In case of foreign Applicants having an operating office in Pakistan, provide proof of registration of such operating office with PEC;
 - v. Applicant's tax information as applicable;
 - vi. Applicant's turn over for the last three year;
 - vii. Details of total equity capital of the Applicant;
 - viii. Applicant's last three years Audited Balance Sheets;
 - ix. List of current projects / workload & nature of the Project.
 - x. Confirmation that Project language / communication shall be English.
 - xi. Litigation history of the Applicant (including JV and its partners) as per Annexure A11.
 - xii. Non Blacklisting Undertaking.



b. Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Maximum Points	Weightage Points
i)	Total equity capital of the Applicant in USD.	2	Less than 300 mio USD: 0 pts 300 mio USD and above: 2 pts
ii)	Applicant's financial turnover for the past 3 years in USD (please provide financial statements for these years). 2011: 2012: 2013:	2	Less than 750 mio USD: 0 pts 750 mio to 1.0 billion USD: 1 pts More than 1.0 billion USD: 2 pts
iii)	Applicant's list of projects in hand and likely to be taken in hand during the next year / workload / spare capacity for this Project.	1	Less than 50% : 0 pts 50% and more : 1 pts
	Sub-total:	5	

Note: The Applicant's if Joint Venture then total equity capital and turnover of the Joint Venture partners shall be considered.

3.3.3 Project Financing

a. Following information shall be required for assessment of the Applicant:

- i. Applicant's ability to provide the Project Financing.
- ii. Applicant to submit a draft Financing Agreement along with necessary terms and conditions for the Financing Agreement.

b. Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Maximum Points	Weightage Points
i)	a. Applicant's ability to provide financing for the Project supported by a letter from an international reputable bank / financial institution acceptable to Client	15	Availability of finance confirmed by an international reputable Bank / Financial Institution acceptable to Client: 75% or more of Project cost: 10 pts No confirmation from reputable bank/ Financial Institution: 0 pts
	b. Applicant to submit a draft Financing Addendum to be signed in addition to the EPC / Turnkey contract containing all details related to financing such as i. interest ii. Tenure of Loan iii. Mode of re-payment iv. Grace Period	5	No Draft Financing Addendum: 0 pts Terms and conditions for the Financing Addendum: 1 to 5 pts
	Sub-total:	20	



3.3.4 Past Experience

a. Please provide following information:

i. Applicant's experience and reference of successfully completing Coal Fired Power Projects of similar scope in demanding geographic situation with emphasis on management of the preparatory work and subsequent execution during the last 15 years. Experience should be established on the basis of supporting certificate from the Employer's for whom the Projects were completed.

b. Applicant's general experience in Thermal Power Projects during the last 15 years. Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Maximum Points	Weightage Points
i)	Applicant's experience and reference of successfully completing EPC contract based on CFBC boiler for Coal Fired Thermal Power Projects, during the last 15 years	9	One (01) project: 3 pts Two (02) projects: 6 pts Three (03) projects and more: 9 pts
ii)	Applicant's general experience in Thermal Power Projects during the last 15 years.	6	One point for each Project subject to max of 6
	Sub-total:	15	

3.3.5 Project Management / Execution Strategy, Plan and

Procedures

a. Please provide following information under this section:

- i. Applicant's Project management & control strategy for handling of Coal Fired Power EPC projects of similar scope;
- ii. Applicant's proposed / sample Project execution schedule;
- iii. Applicant's Project QA/QC and HSE policies, procedures and strategy (submit copies of certifications ISO9001, ISO14001 and OHSAS 18001 or their equivalent as applicable);
- iv. Applicant's proposed Project organization charts including interfaces for sub-contracted partial scope;
- v. Applicant's proposed staff loading chart; and
- vi. Applicant's Project risk management strategy



b. Credit Marks shall be awarded under this category using the following criteria

Sr. No.	Description	Maximum Points	Weightage Points
i)	Applicant's Project management & control strategy for Coal Fired Power EPC projects of similar scope.	2	
ii)	Applicant's proposed / sample Project execution schedule	1	
iii)	Applicant's Project QA/QC and HSE policies, procedures and strategy (submit copies of certifications ISO9001, ISO14001 and OHSAS 18001 or their equivalent as applicable)	1	
iv)	Management procedures and organization, Project execution plan for similar projects. Procedures and organization set up, Project execution plan, resource planning, schedule control for similar projects to be	3	
v)	Applicant's proposed staff loading chart.	2	
vi)	Applicant's Project risk management strategy.	1	
	Sub-total:	10	

3.3.6 Engineering Capabilities

a. Applicant must submit following information regarding the engineering work for Coal Fired Power Projects of similar scope:

- i. Methodology and procedures for performing engineering work;
- ii. Engineering experience and competency of subcontractors;
- iii. Engineering organization and availability of adequate resources for this Project;
- iv. List of engineering and planning software in use in Applicant's company;
- v. Sample list of documents applicable to similar scope projects.

b. Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Maximum Points	Weightage Points
i)	Applicant's methodology and procedures for performing engineering work and list of engineering software being used in your Company.	3	
ii)	Engineering experience and competency of subcontractors	1	
iii)	Engineering organization and availability of adequate resources.	4	
iv)	Applicants Management of Change System to record and control engineering changes	1	



v)	Sample list of deliverables applicable to similar projects, comprising Coal Fired and thermal Power Projects.	1	
	Sub-total:	10	

3.3.7 Procurement and Supply Capabilities

a. Applicant must submit its procurement and expediting strategy, procedures for managing and supplying equipment and materials from the potential Vendors to meet the Project time schedule. Please provide following information:

- i. Applicant's methodology and procedures ensuring prompt and timely completion;
- ii. Applicant's subcontracting strategy and Vendor prequalification procedures;
- iii. Applicant's procurement organization, resources;
- iv. Applicant's Project specific information and procedures;

b. Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Maximum Points	Weightage Points
i)	Applicant's methodology and procedures insuring prompt and timely completion	3	
ii)	Applicant's subcontracting strategy and Vendor prequalification, procedures.	2	
iii)	Applicant's procurement organization & Resources	3	
iv)	Applicant's Project specific information and procedures	2	
	Sub-total:	10	

3.3.8 Construction and Commissioning Capabilities

a. Construction, Testing, Commissioning and Test Operation of Coal Fired Power Projects and other related Equipment / Installation etc.

- i. Applicant must submit its strategy, procedures, method statements, list of tools and plants, machinery, manpower resources, mobilization plan, camps erection, stock piling management of the Coal Fired Power Projects and other related Equipment / Installation, training program for Client's personnel etc. for their construction as per Project schedule.

b. Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Maximum Points	Weightage Points
i)	Applicant's construction methodology, procedures & plans	3	
ii)	Work planning and work preparation for Coal Fired Power Projects-methodology in general and templates of planning process and procedures for similar projects executed by Applicant.	2	



iii)	Applicant's construction organization & Resources	4	
iv)	Applicant's list of the equipment, machinery, tools and plants available for the Coal Fired Power Project	4	
v)	Construction subcontractors, subcontracting procedures	2	
	Sub-total:	15	

3.3.9 Contractor's Key Personnel

- a. The Applicants to submit CVs of the personnel nominated for the following positions in connection with the PQ requirements:
 - i. Project Director;
 - ii. Contract Manager;
 - iii. Engineering Manager;
 - iv. Procurement & Contract Manager;
 - v. Construction Manager;
 - vi. Boiler Expert
 - vii. Turbine Expert
 - viii. QA/QC Manager;
 - ix. HSE Manager;
 - x. Commissioning Manager.



b. Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Maximum Points	Weightage Points
i)	Project Director Graduate Mechanical/Electrical Engineer with experience of 20 years on similar projects.	2	
ii)	Environment Manager Graduate Civil Engineer/MSc Environmental Science with experience of 10 years on similar projects		
iii)	Design Engineering Manager:, Graduate Mechanical/Electrical Engineer with experience of 15 years on similar projects.	2	
iv)	Procurement & Contract Manager:, Graduate Mechanical Electrical Engineer with experience of 15 years on similar projects.	2	
v)	Construction Manager: Graduate Civil Engineer with experience of 15 years on similar projects.	2	
vi)	Boiler Engineer: Graduate Mechanical Engineer with experience of 15 years on similar projects	1.5	
vii)	Turbine Expert Graduate Mechanical Engineer with experience of 15 years on similar projects	1.5	
viii)	QA/QC Manager,,: Graduate Civil/Mechanical Engineer with experience of 10 years on similar	0.5	
ix)	HSSE Manager, Graduate Engineer with experience of 10 years a on similar projects.	0.5	
x)	Commissioning Manager, Graduate Mechanical/Electrical Engineer with experience of 15 years on similar projects.	1	
	Sub-total:	15	



3.4 Joint Venture (JV)

3.4.1 Joint Venture must comply with the following requirements:-

a. Following are minimum qualification requirements:-

- (i) The members of the joint of Venture shall not be more than three (3)
- (ii) The JV shall appoint a lead partner. The lead partner of the JV shall secure at least fifty (50) percent of the maximum points against qualification / evaluation criteria given in Para 3.3 above.
- (iii) Each of the partners shall secure at least Twenty five (25) percent of the maximum points, against qualification / evaluation criteria given in para 3.3 above.
- (iv) The JV must collectively satisfy the qualifying / evaluation criteria for which purpose the relevant figures for each of the partners shall be added together to arrive at the JV's total capacity.

b. Change in Joint Venture shall be generally discouraged. If any such situation arises the applicants' qualification shall be re-assessed and any change in a prequalified JV after prequalification, shall be subject to the written approval of the Client prior to the deadline for submission of bids. Such approval may be denied if:-

- (i) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
- (ii) The new partners to a JV are not qualified individually or as another JV; or
- (iii) In the opinion of the Client, a substantial reduction in competition would result.

c. Bid shall be signed by all members in the JV so as to legally bind all partners, jointly and severally, and any bid shall be submitted with a copy of the JV agreement providing the joint and several liability with respect to the contract.

3.4.2 Change in Joint Venture shall be generally discouraged however; the prequalification of a JV does not necessarily prequalify any of its partners individually or as a partner in any other JV or association. In case of dissolution of a JV, each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of J.V has requested/shall request for the same and then his prequalification shall be subject to the written approval of the Client.

3.5 Conflict of Interest

3.5.1 The Applicant (including all members of a JV) must not be associated, nor have been associated in the past, with the Consultant or any other entity that has prepared the design, specifications, and other prequalification and bidding documents for the Project, or was proposed as Engineer for the contract, over the last five years. Any such association may result in disqualification of the Applicant.

3.6 Updating Prequalification Information

3.6.1 Bidders shall be required to update the financial, personnel and equipment information used for prequalification at the time of submitting their bids, to confirm their continued compliance with the qualification criteria and verification of the information



provided at the time of prequalification. A bid shall be rejected if the Applicant's qualification thresholds are no longer met at the time of bidding.

3.7 Other Factors

- 3.7.1 Only firms and JV that have been prequalified under this procedure shall be invited to bid. A qualified firm or a member of a qualified JV may participate only in one bid for the contract. If a firm submits more than one bid, singly or as a JV, all bids including that bidder will be rejected. This rule will not apply in respect of bids which include specialist sub-contractors who are used by more than one bidder provided that there is no conflict of interest.
- 3.7.2 The Client reserves the right to:-
- a. Amend the scope and value of any contract(s) to be bid, in which event Bid shall be floated to all the pre-qualified bidders in the manner it was originally floated.
 - b. Cancel the prequalification process and reject all applications. The Client shall neither be liable for any such actions nor be under any obligation to inform the Applicant of the grounds for rejection, however, may be apprised if deemed appropriate.
- 3.7.3 Applicants will be informed in writing about the result of the prequalification process by fax or mail within thirty (30) days of the closing date for submission of applications.

3.8 Announcement of Pre-Qualified Bidders

Client will announce the result of Pre-qualification/evaluation on the following website:

(energy.punjab.gov.pk/ppdcl.html)
(www.ppra.punjab.gov.pk)

3.9 Redressal of Grievances

Client in accordance with provisions of Rule 67 of Punjab Public Regulating Authority (PPRA) Rule, 2014 shall constitute a Grievance Redressal Committee comprising of odd no of persons with proper powers and authorization to address the complaint if any with the following mandate;

- i. Any Applicant feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than *ten days after the announcement of the applicant evaluation report.
- ii. The Committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint
- iii. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.



Annex-A

Letter of Application

[Letterhead paper of the Applicant, or partner responsible for a JV, including full postal address, telephone no., fax no., telex no., cable and e-mail address]

Date:.....

To: The Chief Executive Officer

Punjab Power Development Company Limited

77-Shah Jamal Lahore, Pakistan.

Sir,

1. Being duly authorized to represent and act on behalf of.....
(hereinafter "the Applicant"), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby apply to be prequalified as a bidder for the EPC, Financing and Operation & Maintenance Contract on Turnkey basis for 2x55 MW (Gross) Coal Fired Power Projects (Contract No.-----):
2. Attached to this letter are copies of original documents

defining¹: (a) the Applicant's legal status;

(b) the principal place of business; and

(c) the place of incorporation (for Applicants who are corporations); or
the place of registration and the nationality of the owners (for Applicants who are partnerships or individually-owned firms).
3. The Client and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and Clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to
verify statements and information provided in this application, or with regard to the
resources, experience, and competence of the Applicant.
4. The Client and its authorized representatives may contact the following persons for further information, if needed.



General and Managerial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Personnel Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made with the full understanding that:
- (a) bids by prequalified Applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
 - (b) the Client reserves the right to:
 - (i) amend the scope and value of any contract under this Project; in such event bids will only be called from prequalified bidders who meet the revised requirements; and
 - (ii) reject or accept any application, cancel the prequalification process, and reject applications; and
 - (c) the Client shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) hereinabove;
 - (d) the Client shall not be liable for consequence of, and shall be under no obligation to inform the Applicant of the grounds for, actions taken under para 5(b) hereinabove.

Applicants who are not JV should delete Para 6&7 and initial the deletions.

6. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the JV or association. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
7. We confirm that in the event that we bid, that bid as well as any resulting contract will be. (a) signed so as to legally bind all partners, jointly and severally; and



- (b) submitted with a Joint Venture agreement providing the joint and several liability of all partners in the event the contract is awarded to us.
8. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed _____ Signed _____

Name _____ Name _____

For and on behalf of (Name of Applicant or lead partner of a JV)

For and on behalf of (name and signature of other partners of the JV)



Forms

Application Form A-1
Pages

Page ___ of

General
Information

All individual firms and each partner of a JV applying for prequalification are requested to complete the information in this form. Nationality information is also to be provided for foreign owners or Applicants who are forming part of the Joint Ventures as required under the PEC Bye-Laws as a Partnership/Joint Venture.

Where the Applicant proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractor(s).

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	Contact Person: Name: Title:
4.	Fax	Telex
5.	Place of Incorporation/Registration	Year of incorporation/registration

NATIONALITY OF OWNERS		
	NAME	NATIONALITY
1.		
2.		
3.		
4.		
5.		



Application Form A-2

Page ___ of ___ Pages

General Experience Record

Name of Applicant or partner of a JV

All individual firms and all partners of a JV are requested to complete the information in this form. The information supplied should be the annual turnover of the Applicant (or each member of a JV), in terms of the amounts billed to Clients for each year for work in progress or completed over the past five years.

Use a separate sheet for each partner of a JV.

Annual Turnover (Construction only)		
Year	Turnover (in actual currency)	Equivalent Rupees in Millions
1.		
2.		
3.		
4.		
5.		



Application Form A-3

Page ___ of ___ Pages

Joint Venture Summary

Names of all Partners of a Joint Venture
1. Lead Partner
2. Partner
3. Partner
4. Partner
5. Partner
6. Partner

Total value of annual construction turnover, in terms of work billed to Clients,

Annual Turnover Data (Construction only; Equivalent in Pak Rupees, Millions)						
Partner	Form A-2 Page No.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Lead Partner						
2. Partner						
3. Partner						
4. Partner						
5. Partner						
6. Partner						
Total:						



Application Form A-4

Page ___ of ___ Pages

Particular Experience Record

Name of Applicant or partner of a JV

To prequalify, the Applicant shall be required to pass the specified requirements applicable to this form, as set out in the : Instructions to Applicants”.

On a separate page, using the format of Application Form A-5, each Applicant or partner of a Joint Venture is required to list all contracts of a value equivalent to 500 million US\$ of a similar nature and complexity to the contract for which the Applicant wishes to qualify, undertaken during the last fifteen years in terms of para 3.3.4 of Instruction to the Applicants. The information is to be summarized, using Application Form A-5, for each contract completed or under execution by the Applicant or by each partner of a Joint Venture.

Where the Applicant proposes to use named subcontractor(s) for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works, the information in the afore- mentioned forms should also be supplied for each specialist subcontractor.



Application Form A-5

Page ___ of ___ Pages

Details of Contracts of Similar Nature and Complexity

<i>Name of Applicant or partner of a JV</i>

Use a separate sheet for each contract.

1.	Name of Contract
	Country
2.	Name of Employer
3.	Employer Address
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify
5.	Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor (c) Partner in a Joint Venture
6.	Value of the total contract (in specified currencies) at completion, or at date of award for current contract Currency..... Currency..... Currency.....
7.	Equivalent in Pak/Rs.
8.	Date of Award
9.	Date of Completion
10.	Contract Duration (Years and Months) ____ Years ____ Months
11.	Specified Requirements ¹

Insert any specific criteria required for particular operations, such as annual volume of earthmoving, underground excavation, or placing concrete etc.



Application Form A-6

Page ___ of ___ Pages

Summary Sheet: Current Contract Commitments/Works in Progress

Name of Applicant or partner of a JV

Applicants and each partner to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which substantial Completion Certificate has yet to be issued.

Name of Contract	Value of Outstanding work (Equivalent Pak Rs. Millions)	Estimated Completion Date
1.		
2.		
3.		
4.		
5.		
6.		



Application Form A-7

Page ___ of ___ Pages

Personnel Capabilities

<i>Name of Applicant</i>

For specific positions essential to contract implementation, listed in para 3.3.9 of Instructions to the Applicants, the Applicants should provide the names of candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form for each candidate (Application Form A-8).

1.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
2.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
3.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate
4.	Title of Position
	Name of Prime Candidate
	Name of Alternate Candidate



Application Form A-8

Position		Candidate [Tick appropriate one] <input type="checkbox"/> Prime <input type="checkbox"/> Alternate
Candidate information	1. Name of Candidate	2. Date of Birth
	3. Professional Qualification	
Present employment	4. Name of employer	
	5. Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	Telex
	Job title of candidate	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the Project.

Month/ Dates/Years		Company / Project / Position / Relevant technical and management experience
From	To	



Application Form A-9

The Applicant shall provide adequate information to demonstrate clearly that he has the capability to meet the requirements of tools and plant and machinery for the execution of the Project in terms of Para 3.2.9 of Instructions to Applicants. A separate Form shall be prepared for each item of equipment and plant proposed to be used by the Applicant.

Item of Equipment		
Equipment information	1. Name of manufacturer	2. Model and power rating
	3. Capacity	4. Year of manufacture
Current status	5. Current location	
	6. Details of current commitments	
Source	7. Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased	

Omit the following information if it is owned by the Applicant or partner.

Owner	8. Name of owner	
	9. Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreement	Details of rental/lease specific to the Project.	



Application Form A-10

Page ___ of ___ Pages

Financial Capability

Name of Applicant or Partner of a Joint Venture

Applicants, including each partner of a JV, should provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. Each Applicant or partner of a JV must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached, as per requirements of Para 3.3.2 of Instruction to the Applicants.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in Pak Rupees (Equivalent at the current rate of exchange at the end of each year) for the previous three years (2008, 2009 and 2010), based upon known commitments, projected assets and liabilities in Pak Rupees equivalent for the next two years.

Financial information in Pak Rs. or equivalent	Actual: previous five year					Projected: next two years	
	1	2	3	4	5	6	7
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							
6. Profits after taxes							



Specific proposed sources of financing to meet the cash flow of the Project, net of current commitments.

Source of financing	Amount (Pak Rs. or equivalent)
1.	
2.	
3.	
4.	

Attach audited financial statements for the last three years (for individual Applicant or each partner of JV) as per requirements of para 3.2.3 of Instruction to the Applicants.

Firms owned by individuals, and partnerships, may submit their balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their countries of origin in case of foreign firms.



Appendix-I



SERIAL NO.	INFORMATION FOR APPLICANT'S ASSESSMENT	REFERENCE TO PQ DOCUMENT	APPLICANT CONTRACTOR'S RESPONSE	MAXIMUM POINTS	WEIGHTAGE POINTS
1	ELIGIBILITY REQUIREMENTS	3.2			
1.1	Is the Applicant a national of a country maintaining bilateral relations with the Islamic Republic of Pakistan?				No: not further considered Yes: PQ proceeds knock out criterion
1.2	Is the Applicant fully aware of the climatic and working conditions of Pakistan and the local Applicable Laws to do an EPC Project? An undertaking to team up with at least one Pakistani local company as per PEC's requirements to be submitted.				No: not further considered Yes: PQ proceeds knock out criterion
1.3	Proof of registration with Pakistan Engineering Council (PEC) and national tax no. NTN OR submit an undertaking to comply with all PEC's requirements.				No: not further considered Yes: PQ proceeds knock out criterion
1.4	Applicant to confirm in writing through official letter that complete Project scope of work shall be performed on EPC / Turnkey basis.				No: not further considered Yes: PQ proceeds knock out criterion
2	CORPORATE INFORMATION	3.3.2		5	
2.1	Applicant's Name				for information
2.2	Is the Applicant government sponsored				for information
2.3	Legal status of the Applicant				for information
2.4	Year of incorporation (provide copy of certificate of incorporation)				for information
2.5	Is Applicant a member of corporate group / organization? (Please provide information of core business areas / main business / 100% subsidiary / partly owned subsidiary.)				for information
2.6	In case of Joint Venture (JV), provide JV Agreement, JV Structure and split of work between JV Partners.				for information
2.7	Organization structure (submit corporate / company organization chart)				for information
2.8	Applicant's Contact Address				for information
2.8.1	Address				for information
2.8.2	Department				for information
2.8.3	Responsible contact person				for information
2.8.4	Telephone-No.:				for information
2.8.5	Telefax-No.:				for information
2.8.6	E-Mail Address:				for information
2.8.7	Tax identification as proof of registration with income tax authorities				for information
2.9	Applicant's employees during last 3 years.				for information
2.9.1	2008:				for information
2.9.2	2009:				for information
2.9.3	2010:				for information
2.10	Applicant's combined Equity Capital in USD.			2	Less than 300 mio USD: 0 pts 300 mio USD and above: 2 pts
2.11	Applicant's combined financial turnover for the past 3 years in USD (please provide financial statements for these years).			2	Less than 750 mio USD: 0 pts 750 mio to 1.0 billion: 1 pts More than 1.0 billion USD: 2 pts
2.11.1	2008:				
2.11.2	2009:				
2.11.3	2010:				
2.12	Applicant's list of current projects / workload / spare capacity for this project.			1	Less than 50% : 0 pts More than 50%: 1 pts

SERIAL NO.	INFORMATION FOR APPLICANT'S ASSESSMENT		REFERENCE TO PQ DOCUMENT	APPLICANT CONTRACTOR'S RESPONSE	MAXIMUM POINTS	WEIGHTAGE POINTS
3	PROJECT FINANCING		3.3.3		20	
	3.1	Applicant's ability to provide financing for the Project supported by a letter from a reputable bank.			15	Availability of finance confirmed by an international reputable Bank / Financial Institution acceptable to Client: 75% or more of Project cost: 15 pts No confirmation from reputable bank / Financial Institution: 0 pts
	3.1.1	Applicant to submit a draft financing Addendum to be signed in addition to the EPC / Turnkey contract containing all details related to financing such as interest, payment profile, mode and currency of payment.			5	No Draft Financing Addendum: 0 pts Terms and conditions for the Financing Addendum: 1 to 5 pts
4	PAST EXPERIENCE		3.3.4		15	
	4.1	Applicant's experience and reference of successfully completing EPC Coal Fired and Thermal Power projects of work, during the last 15 years.			9	One (01) project: 3 pts Two (02) projects: 6 pts Three (03) projects and more: 9 pts
	4.2	Applicant's general experience in Thermal Power projects during the last 15 years.			6	One point for each Project subject to max of 6.
5	PROJECT MANAGEMENT / EXECUTION STRATEGY, PLAN AND PROCEDURES		3.3.5		10	
	5.1	Applicant's Project management & control strategy for Coal Fired Power EPC projects of similar scope.			2	
	5.2	Applicant's proposed / sample Project execution schedule			1	
	5.3	Applicant's Project QA/QC and HSE policies, procedures and strategy (submit copies of certifications ISO9001, ISO14001 and OHSAS 18001 or their equivalent as applicable)			1	No: not further considered Yes: Evaluation proceeds knock out criterion
	5.4	Management procedures and organization, Project execution plan for similar projects. Procedures and organization set up, Project execution plan, resource planning, schedule control for similar projects to be Submitted.			3	
	5.5	Applicant's proposed staff loading chart.			2	
	5.6	Applicant's Project risk management strategy.			1	
	5.7	Applicant's Project management & control strategy for Coal Fired Power EPC projects of similar scope.			2	
6	ENGINEERING CAPABILITIES		3.3.6		10	
	6.1	Applicant's methodology and procedures for performing engineering work and list of engineering software being used in your Company.			3	
	6.2	Engineering experience and competency of subcontractors			1	
	6.3	Engineering organization and availability of adequate resources.			4	
		Applicants Management of Change System to record and control engineering changes			1	
	6.4	Sample list of deliverables applicable to similar projects, comprising Coal Fired and thermal Power Projects.			1	
7	PROCUREMENT AND SUPPLY CAPABILITIES		3.3.7		10	
	7.1	Applicant's methodology and procedures insuring prompt and timely completion			3	
	7.2	Applicant's subcontracting strategy and vendor prequalification, procedures.			2	
	7.3	Applicant's procurement organization & resources			3	
	7.4	Applicant's project specific information and procedures			2	

SERIAL NO.	INFORMATION FOR APPLICANT'S ASSESSMENT	REFERENCE TO PQ DOCUMENT	APPLICANT CONTRACTOR'S RESPONSE	MAXIMUM POINTS	WEIGHTAGE POINTS
8	CONSTRUCTION AND COMMISSIONING CAPABILITIES	3.3.8		15	
8.1	Applicant's construction methodology, procedures & plans			3	
8.2	Work Planning and work preparation for pipeline construction -methodology in general and templates of planning process and procedures for similar projects executed by applicant (to be submitted for pipeline, compressor stations and crossing over river Indus separately and stations separately)			2	
8.3	Applicant's construction organization & resources			4	
8.4	Applicant's list of the equipment, machinery, tools and plants available for the pipeline construction projects of 36" dia. or larger.			4	
8.5	Construction subcontractors ,subcontracting procedures			2	
2	Contract's Key Personnel	3.3.9		10	
9.1	Have you submitted the CVs of following personnel?				
9.1.1	Project Director, Graduate Engineer with experience of 20 years and above on similar projects.			2	
9.1.2	Contract Manager, Graduate Engineer with experience of 15 years and above on similar projects.			2	
9.1.3	Engineering Manager, Graduate Engineer with experience of 15 years and above on similar projects.			2	
9.1.4	Procurement & Contract Manager, Graduate Engineer with experience of 15 years and above on similar projects.			2	
9.1.5	Construction Manager, Graduate Engineer with experience of 15 years and above on similar projects.			2	
9.1.6	Boiler Expert with experience of 15 years or above on similar projects			1.5	
9.1.7	Turbine Expert with experience of 15 years or above on similar projects			1.5	
9.1.8	QA/QC Manager, Graduate Engineer with experience of 10 years and above on similar projects.			0.5	
9.1.9	HSSE Manager, Graduate Engineer with experience of 10 years and above on similar Projects.			0.5	
9.1.10	Commissioning Manager, Graduate Engineer with experience of 15 years and above on similar projects.			1	

Total score	100
Minimum points required for PQ=70 Minimum points required in each section=50	

Please also refer to Section 3.3 and Table-1 of the PQ Document for EPC / Turnkey Contractor

If Applicant is a Joint Venture of companies than additional requirements of Section 3.4 of the PQ Document for EPC / Turnkey Contractor shall also be complied with by the Applicant, Please send a signed and stamped printout version of this questionnaire to the given postal address together with other PQ Documents.

Affidavit: The potential bidder declares that he has included correct and complete data in this sheet. Client shall disqualify an Applicant if it finds, at any time, that the information submitted by him concerning his qualification as an Applicant was false and materially inaccurate or incomplete.

Herewith we confirm with our signature, that we filled out the questionnaire to the best of our knowledge completely and truthfully.

(Date, Place, Signature of the authorized representative of the company; Power
of Attorney certified by notary Public to be submitted)



Appendix-II



1 SCOPE OF WORK FOR EPC/TURNKEY CONTRACTOR

The following scope of work is indicative only and subject to change and alteration by the client at the time of tendering.

1.1. Introduction

EPC Contractor shall provide amongst others, detailed design and engineering, project management, materials, procurement services, logistics, transportation/freight forwarding, administration, fabrication, construction, pre-commissioning, commissioning, testing, start-up and trial operation, operational staff training and performance testing necessary to furnish an operational, compliant, 2x55 MW (Gross) Coal Fired Power Projects on Turn-Key basis including Contractor's Credit Financing and O&M of the Plant after COD. In meeting that objective, Contractor shall fulfill the obligations and implement the requirements that are described below.

It is intended that Contractor's performance under this Contract shall include everything necessary to complete the entire 2x55 MW (Gross) Coal Fired Power Projects and facilities notwithstanding the fact that every item necessarily involved may not be specifically mentioned. Details, which are not indicated by the specifications, shall be performed by Contractor at no extra cost if such details are necessary to complete the general intent of this contract.

The following summary scope of work is primarily intended to give the prospective EPC / Turnkey Contractors a brief overview of the quantum of work to be performed by the Contractor beyond the prequalification phase. Detailed scope of work will be provided to the prequalified Contractors at the time of bidding process.

1.2. General Project Description and Overall Design Parameters

The Project Description is given in document as Appendix-3.

1.2.1. The primary elements of this work scope are:

The main components of the 2x55 MW (Gross) Coal Fired Power Projects forming the part of Contractor's scope of work are listed below

a. Coal fired Boilers

2 No. Coal fired boilers with ancillaries to meet Steam requirement of respective Steam Turbine of 50 MW (Net) capacities

b. Steam Turbines Units

- 2No. Steam Turbines with ancillaries
- 2 No. AC Generators with ancillaries'
- 2 No. main step up transformers
- 2 No. Auxiliary transformers
- 1 No. Station Service transformer
- HV/ MV/LV Switch Gears
- MV/LV Supply power Systems
- Protection and Control Panels.



c. Balance of Plant

- Cooling Water Systems
- Cooling Water pump House
- Water treatment Plant
- Clarifier Plant
- Fire Fighting pump House
- Demi Water Storage Tank
- Clarified Water Storage Tank
- Firefighting Water Tank
- Coal Handling Facilities and Store yard
- Workshop
- Spare Parts Store

d. Other Facilities

In addition to above, following major facilities/ installations will also be provided / installed.

- SCADA system
- Telecommunication system including fiber optic cable and satellite links.
- Electrical system
- Administration Building
- Security system for all installations
- Fire and gas detection system
- Central Control Room

1.2.2. The Contractor shall review, verify and adopt the Client FEED engineering packages and documentation for the construction of pipeline and associated facilities and the three compressor stations described above. Furthermore, Contractor shall be responsible for all data and technical information provided by the Client and shall complete the detailed design, procurement, installation and construction of the 2x55 MW (Gross) Coal Fired Power Projects.

1.2.3. The Contractor will be responsible for testing and commissioning of the Power project i.e M-3 Industrial City, Faisalabad.

1.2.4. The Contractor shall complete the detailed engineering in a good and workmanlike manner, to the satisfaction of the Client. The Contractor shall furnish all labour, procurement services, materials, tools, equipment, supervision, insurance and transportation, and shall perform all work mentioned, shown or reasonably implied in this Scope of Work.

1.3. Project Schedule/ Execution Plan

1.3.1. Project schedule

The following milestones are planned for the project schedule

Start of the works: **beginning 2014**

- Add other milestones of the project

1.3.2. Environmental, Health and Safety (HSE) Requirements

At the bidding stage, Contractor shall be required to perform all its activities in strict conformance with Client's environmental, health and safety (HSE) requirements and all applicable laws and regulations of all jurisdictions at all locations where this work will be performed.

1.3.3. Local Content, Communities Relations and Training / Employment of the Local workforce.



- a. Subject to the terms of the Contract, Contractor is solely responsible for the selection of Suppliers, Vendors, Sub-Contractors and labor for the Work, subject to approval of Client. Notwithstanding the above, Contractor shall comply with the requirements of local law and maintain required levels of local content, fulfil the training requirements, employ labour and introduce Suppliers in accordance with the Pakistan Government policies.
- b. As a mandatory government policy foreign Contractors are encouraged to associate or enter into joint venture with domestic Contractors or Sub-Contractors sharing maximum possible content of an EPC / Turn-key Project.
- c. Contractor shall endeavour to first give preference to local labor and companies in the selection of Suppliers, Vendors, Sub-Contractors and labor, subject to such companies and labor being competitive in terms of cost, schedule and quality, and having the necessary qualifications and experience to perform the Work .

1.3.4. **Security**

Contractor shall be responsible for providing security during all phases of the Work, at all Work locations, and for complying with the relevant requirements of complying with security requirements at the bidding stage as per guidelines issued by Government of the Punjab.

1.3.5. **Detailed Engineering**

Contractor's completion of the design and engineering includes the preparation of documents and drawings, flow schemes, data/requisition sheets, specifications, requisitions, instructions, detailed drawings, study reports, calculations, etc.

1.3.6. **Coordination and Cooperation with Other Client's Contractors**

Client and Client's Contractors may perform work in the Local area. In such case, Contractor shall coordinate its Work and co-operate with Client and Client's Contractors to minimize disruption to Contractor's workforce and Client and Client's Contractors workforce.

1.3.7. **Management of Changes (Moc)**

Contractor shall control design changes, whether as a consequence of design development, vendor input, field or other identified conflict and discrepancies, or other causes. The management of such changes shall be in accordance with the Project Technical Requirements and in particular, in respect of project safety reviews (e.g. HAZOP, SIL etc) with the approval of client.

1.3.8. **Project Controls and Administration**

Contractor shall provide all resources, materials and services necessary to fulfill the Project requirements. Contractor shall provide a detailed procedure covering planning, work preparation, planning of resources, equipment and materials, scheduling, progress control, progress reporting, trending, reporting local content, contract cost status, Health Environment and Safety (HES) metrics, changes, invoicing, status/progress meetings, communications, document control and electronic data management.



1.3.9. **Quality Management**

Contractor shall provide all resources required to implement an effective Quality Management System which conforms with ISO 9001(latest addition). Contractor shall provide a plan for Client's approval, detailing the requirements for the Quality Management System, QA/QC of his own works, inspection and testing. Client may appoint either third party inspectors or its own Consultant to ensure strict compliance with latest QMS requirements.

1.3.10. **Contractor to provide Offices, Facilities and Services to Client s Project Team**

Contractor shall provide all required offices, facilities, equipment and services required for the use of Client and Client's Contractors, to the Client's required standards. Facilities and services as described shall be provided in each location where the Contractor shall perform Work.

1.3.11. **Procurement, Sub-Contracts and Material Management**

- a. Contractor shall provide personnel, facilities and services necessary to manage, procure, expedite, inspect, test, store, transport and ship Materials and equipment required for the Work.
- b. Contractor shall supply spare parts for (i) capital spares, (ii) 2 years operational spares, commissioning spares in accordance with the Project Technical Requirements as shall be defined at the bidding stage.

1.3.12. **Construction**

- a. Contractor shall execute all construction operations in accordance with high standards of Safety, Quality Assurance and Quality Control. Contractor shall provide all necessary Materials, consumables, labor, supervision, management, services, construction plant and equipment, and tools for the Permanent and Temporary Facilities, including mobilization and demobilization to/from Work Areas, in or out of Country.
- b. Contractor shall develop an overall construction strategy, taking into account any equipment/package pre-assembly outside the work area including inspection and in shop surveillance and related access, shipping time, lifting/movement or other transport consequences of pre-assembled equipment/package. The construction execution strategy shall address the optimum use of skid mounted Vendor Package Units, prefabrication and pre-assembly of major equipment and structural steelwork as applicable and economically viable and any other optimization techniques Contractor may elect to employ.
- c. The strategy should take account of the method of delivery of equipment to the Work Area, the subsequent transport and the need to ensure that the principle of constructability is maintained throughout all phases of the project.
- d. Contractor shall be responsible for all work and services related to the construction of the project as described in the Project Technical Requirements and other Contract documents.



1.4. Contract Work Phases

The Work to be performed by the Contractor consists of various phases and include the activities described below.

1.4.1. Phase I – Detailed Engineering Design

a. Review Client's FEED Engineering

- The Client shall provide Front End Engineering Design for Project development. Contractor shall carry out all further detailed engineering necessary to provide a complete, operationally functional 2x55 MW Coal Fired Power Projects including optimum efficiency, reliability, constructability and maintainability. Such design development and detailed engineering design shall incorporate the highest standards consistent with safe and environmentally responsible operation of the 2x55 MW Coal Fired Power Projects.
- Contractor shall be responsible for ensuring that the capacity of the various Units, equipment and ancillaries, including distribution systems, when taken as a whole is sufficient to satisfy Contractor's guarantee obligations.
- Notwithstanding if an item, or description or specific statement about an element of the Work not contained in the Project technical requirements, Contractor is not relieved from its responsibilities under the Contract to provide all components necessary to ensure the pipeline system's operability, maintainability and safety are achieved according to the design intent. Contractor shall ensure and include all such items or elements within its Work to ensure a functional system, as if it were fully described and detailed.
- The Contractor shall be responsible for control system design, supply, and integration for the entire system. This includes integration of the proprietary control systems provided by various package equipment suppliers: others equipment as later determined.
- Also included in the overall control system design and integration are at least the following major systems:
- SCADA and Telecoms systems, including the equipment supply for back-up control/dispatch system
- Documentation to be provided by the Contractor
- The documentation, which is provided to the Contractor as part of the FEED engineering is to be revised and/or developed as appropriate, but in either case it is to be maintained up-to-date during the Work. Any alteration to any of these documents must have the approval of Client.

1.4.2. Phase II – Procurement

- a. The Contractor is responsible for producing all procurement specifications, data sheets and any other documentation required to purchase all equipment, material and services necessary to complete the project. The detailed engineering and procurement may proceed side by side to achieve Project completion schedules.
- b. Where such procurement activity has already been initiated by the Client, the



Contractor shall take over the unfinished part of the procurement proceedings and complete the remainder scope of supply.

- c. Contractor and all Vendors/Suppliers and Sub-Contractors shall be required to provide equipment and materials from approved manufacturers only, as may be approved in the Client's Approved Vendors List at the time of bidding process.

1.4.3. Phase III– Construction

- a. The Contractor is responsible for all activities associated with completing the construction of the facilities within this Scope of Work. Contractor's actual plans and schedule are expected to have staggered dates of the various systems to reach the overall Project readiness for Start-up to allow all systems to be functional on the dates shown.
- b. The Contractor shall be responsible for providing qualified and competent construction engineers for the performance of the Work. Individual qualified engineers shall be provided to cover all requirements for the piping, electrical, instrument, mechanical and civil works of the project.
- c. Construction engineering shall include, but not be limited to, interpretation of drawings, drawing verification, resolving field problems, liaising with the Client or the Client's Engineers and/or Site Representatives, basic design work as required on drawings as may be marked with "Field Route, Field Determine, Field Verify", etc., specifications, and reviewing and submitting technical queries and proposed solutions to the Client.
- d. Construction engineers shall be proficient in the application of the Contract codes, standards and Construction specifications. Construction engineers shall prepare drawings for review where Scope of Work requires field routing or design.
- e. Also, the logistics associated with getting materials and equipment to the various sites is to be performed by the Contractor. The Scope of Work for the Contractor includes the transportation of all project equipment and materials from the dock facilities or from any other location to the final work site. This includes the provision of any specialized equipment for transportation of heavy or oversized loads, especially transportation of major equipment from port of entry to the various Project sites.
- f. Client shall obtain right-of-way easements, and licenses if necessary for the execution and operation of the project. Client shall facilitate in obtaining permits necessary for the construction that must be obtained as required by governmental authorities. Client shall obtain approvals related to the Environmental Impact Assessment.
- g. Client shall furnish to Contractor a summary of right-of-way and permit conditions affecting construction of 2x55 MW Coal Fired Power Projects and appurtenant facilities. Contractor shall comply with these conditions unless specifically amended by Client in writing.

1.4.4. Phase IV – Pre-commissioning, Commissioning, Testing, Start-Up and Handover to Appendix-II (6 of 8)



Owner.

Pre-Commissioning

- a. Contractor shall include for all pre-commissioning Work and associated documentation necessary to bring all Units into the state of “Ready for Commissioning”.
- b. Contractor shall follow these procedures as the basis of the Pre-commissioning methodology to be utilized during the course of the project as well as defining the input and support to be provided by other parties.
- c. Contractor shall make itself fully aware of all pre-commissioning requirements expected from it to commission and start-up the 2x55 MW Coal Fired Power Projects in a timely and orderly manner after approval by the Client as shall be set out in technical requirements of the plant. Contractor shall accordingly provide/supply all necessary engineering and other labor, services (including those of Vendor Representatives), utilities, consumables, testing equipment, and any other requirements necessary to meet this objective.

Pre-Commissioning Scopes of Work

- Completion of all construction works, static testing and mechanical discipline pre-commissioning for all process, rotating and static equipment and piping systems to achieve Mechanical Completion. This shall include Hydraulic testing, chemical cleaning of various systems etc. as appropriate and all necessary preservation..
- Instrumentation and Control discipline Pre-commissioning to achieve all Instrument Completions. All instrumentation shall be calibrated and loop checked and control systems will be brought to a fully functional state including all Cause & Effect tests and all interface testing between SCADA, FSS, F&G (building) and Vendor package control systems.
- Electrical discipline Pre-commissioning to achieve all Electrical Completions. All electrical generation, distribution, storage, switching and control systems shall be made ready for energisation including all megger testing and hi-pot testing as appropriate. All protective relay calibration and settings shall be carried out and witnessed in accordance with Project Technical Requirements. Temporary energisation of motors testing is included.
- All other necessary works on common facilities to co-ordinate with the above activities.
- All necessary statutory inspection and testing by third party and applicable Authorities at all stages of the work.
- Maximizing pre-commissioning and testing in offsite locations, including fabrication / Pre-assembly yards.

Commissioning & Start-Up by contractor shall include for all commissioning work and startup of the facilities and associated documentation necessary to bring all units into the state of “ready for commercial operation”



Commissioning and Start Up Scope of Work

The Contractor is responsible for the commissioning of the 2x55 MW Coal Fired Power Projects. Activities during the commissioning phase will include, but are not limited to:

- Initial commissioning of the Project;
- Test Runs/Reliability Run Test.
- Performance Tests as per Contract Provision.
- Declaration of Commercial Operation of Plant.

Operation and Maintenance Documents

Contractor shall prepare the following documentation for operation and maintenance:

- Operating manuals and procedures
- Maintenance manuals and procedures, including work plans and job descriptions
- Maintenance database for all equipment to be incorporated into Client's management software system
- Operators Training
- Emergency response plans for the operation phase

As-Built and Final Documentation

Contractor shall be responsible for providing and maintaining accurate as-built documentation and records throughout the course of the Work. As-built documentation shall be presented to Client for review and approval in an orderly fashion upon completion of the Work. The Contractor will provide, as a minimum, all of the as-built documentation, complete with supporting hard copy documents and CDs.

As a minimum, as-built documentation shall consist of all changes to Contract Drawings, vendor drawings, QA/QC documents and test reports. As-built documentation shall include all work performed by Contractor including work performed under Change Orders, regardless of method of payment.

Contractor shall provide a complete final documentation dossier, including engineering dossier, as built, inspection and test reports, vendor documentation, manufacturing books, equipment database, GIS warehouse, etc.



Appendix-III



General Project Description and Overall Design Parameters

A. Land, Site Development and Preliminary Civil Works

- Land survey
- Soil investigation
- Preliminary expense
- Site cleaning
- Grading
- Boundary wall
- Fencing,
- Plant roads
- Culverts
- Drains and Trenches

B. Civil, Structure and Architectural Works

- Civil works for boiler
- Auxiliary foundation
- Civil works for turbine foundation
- Power house building
- Rcc chimney
- Raw water reservoir
- Cooling tower
- Raw water forebay
- Water treatment plant
- Pre-treatment plant
- Effluent Treatment plant storage tanks
- Coal handling plant civil works
- Ash handling plant civil works
- Transformer yard and switchyard
- Plant buildings
- Pump houses and Storage sheds
- Administration building
- Security office
- Parking shed
- Pipe rack
- Cable rack and pipe sleepers
- Ash dump
- Green belt development
- General civil works and miscellaneous items.



C. Boiler, Turbine Generator and Mechanical Balance Of Plant

- Steam generator and auxiliaries including fuel oil system
- Steam turbine generator and auxiliaries
- Coal handling plant
- Ash handling plant
- Cooling tower
- Cw, acw and miscellaneous pumps
- Water treatment plant
- Lp piping
- Heating, Ventilation And Air Conditioning
- Fire Detection And Protection
- Eot Crane And Miscellaneous Cranes And Hoists
- Compressed Air System
- Miscellaneous Tanks And Pumps
- Workshop And Laboratory Equipment
- Bore well Pump And Piping
- Raw Water Pumps
- Raw Water Piping

D. Electrical, Control and Instrumentation

- Air Insulated Switchyard bays
- Power transformers
- LT and VFD transformers
- HT switchgear
- HT bus duct
- LT switchgear
- VFD panel
- Power and Control cable including trays
- UPS system
- Battery and Battery charger
- DG set
- Plant communication
- Electrical supply
- Generator circuit breaker
- Station lighting
- Earthing and Lightning protection
- Feeders for borewell pumps
- Transmission lines
- DCS
- Instrument cables, environment monitoring system and miscellaneous control and instruments



Appendix-IV



Non-Disclosure AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of ____ 2014 by and between:

Punjab Power Development Company Ltd (PPDCL) Lahore, Pakistan (hereinafter referred to as “Client”) which expression shall, where the context so permits, be deemed to mean and include its successors-in-interest and assigns of the First Part.

And

_____, a company incorporated under the laws of _____
_____ having its registered office at _____

(Hereinafter referred to as “Applicant”) which expression shall mean and include its successors- in-interest, authorized representatives, employees, management, assigns, and Affiliates of the Second Party.

Whereas the Client, in order to pre-qualify companies for Engineering Procurement and Construction (EPC) including financing and O& M of the 2x55 MW (Net) Coal Power project, has floated pre-qualification document (along with appendices);

Now therefore, the Parties have agreed to enter into this Confidentiality Agreement with the following terms and conditions.

In this Agreement, the following words and expressions shall have the following meanings:

Definitions:

“Affiliate” shall mean any company or legal entity which (a) controls either directly or indirectly the Applicant, or (b) which is controlled directly or indirectly by the Applicant, or (c) is directly or indirectly controlled by a company or entity that directly or indirectly controls the Applicant;

For the purpose of “Affiliate” definition the word “control” shall mean the possession, directly or indirectly, of the power or cause the direction of the management and policies of a company or entity, whether through the ownership of a majority or other controlling interest in the voting securities, equity or other ownership interest in an entity, by law or by agreement between Parties conferring such power or voting rights and controlled shall be construed accordingly.

“Agreement” shall mean this Confidentiality Agreement;

“Confidential Information” means all or any information in whatever form (including, without limitation, in written, oral, visual or electronic form, or on tape or disk) relating to the Project, that is part of the prequalification documents for EPC or all or any information that is received by the Applicant from the Client in relation to the EPC work for the project through clarifications or explanation, etc.;

“Client” and the “Applicant” hereinafter individually referred to as a “Party” and collectively as the “Parties”;
and



“Prequalification document for EPC”, in relation to the pre-qualification of companies for Engineering Procurement and Construction (EPC) including financing and O & M of the 2x55 MW (gross) Coal Power project, shall mean the pre-qualification document (along with appendices) .

1. The Applicant hereby unconditionally agrees that the Confidential Information received by it in the form of prequalification document for EPC shall be kept strictly confidential and shall not be sold, traded, published, transmitted or otherwise disclosed through any media whatsoever including but not limited to open telephone, telegraph, or facsimile communications channel or by Internet to anyone in any manner whatsoever, without the Client’s prior written consent, except as provided in paragraphs 4, 5 and 6 below.
2. The control over compliance with the procedure of use and storage of all Confidential Information that is disclosed by the Client to the Applicant in accordance with this Agreement shall be vested at the Applicant, with the authorized employees of the Applicant.
3. The Applicant may disclose the Confidential Information without the Client prior written consent only to the extent such information:
 - a) is already in possession of the public or becomes available to the public other than through the act or omission of the Applicant or through breach of this Agreement; or
 - b) is required to be disclosed under compulsions of the applicable law or by a governmental order, court of competent jurisdiction acting in pursuance of its powers, decree, regulation or rule provided that the Applicant shall give written notice to the Client prior to such disclosure or immediately after such disclosure; or
 - c) is acquired independently from a third party that represents that it has the right to disclose such information at the time it is acquired by the Applicant.
4. The Applicant may disclose the Confidential Information, without the Client’s prior written consent, to an Affiliate Company provided that the Applicant shall procure that the Affiliate shall have adopted and agreed to in writing with the terms of this Agreement.
5. The Applicant shall be entitled to disclose the Confidential Information without the Client’s prior written consent, by making them aware about the confidential aspect of the information subject of the present Agreement, to such of the following persons who have a clear need to know in order to operate the Activities:
 - a) employees, officers and directors of the Receiving Party, that are directly linked to the project subject of the Confidential Information;
 - b) employees, officers and directors of an Affiliate Company, that are directly linked to the project subject of the Confidential Information;
 - c) any professional Consultant retained by the Applicant or an Affiliate Company for the purpose of evaluating the Confidential Information;
 - d) any bank from which financing is sought by the Applicant to operate the Activities, including any professional Consultant retained by such bank for the purpose of evaluating the Confidential Information; and
 - e) to the respective Governments and its agencies only for taking permissions, consents and approvals.
Prior to making any such disclosures to persons under sub-paragraphs (c) and (d) above, however, the Applicant shall obtain an undertaking of confidentiality, in similar form and content as this Agreement, from each such person.
6. The Applicant shall not use or permit the use of the Confidential Information disclosed under Paragraphs 4 and 5 above except to the extent necessary to operate the Activities.
7. The Applicant shall be responsible for ensuring that all persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or entity. At that, the liability of the Applicant for a breach of this Agreement shall be limited by direct damage caused to the Client and shall not encompass the loss of profit of any kind.



8. The disclosure of Confidential Information pursuant to this Agreement and any prior or future discussion or other communications between the Parties shall not confer any right nor impose or create any obligations on the Parties other than those expressly agreed in writing.
9. The Confidential Information shall remain the property of the Client, and the Client may demand the return thereof at any time upon giving written notice to the Applicant. Within thirty (30) days of receipt of such notice the Applicant shall return all the original Confidential Information, and shall destroy all copies and reproductions (both written and electronic) in its possession and in the possession of the persons to whom it was disclosed pursuant to Paragraphs 4 and 5 hereof.
10. This Agreement shall remain in force for three (3) years from the date of its signing by the Parties.
11. The Client, its officers, directors and employees shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party. It is acknowledged by the Receiving Party that all confidential information remains proprietary to the Client which shall retain all rights, title and interest in the Confidential Information.
12. The present Agreement must not be construed or interpreted as granting to the Applicant the right of exploiting the Confidential Information in some projects others than those directly relative to the present Agreement.
13. No amendments, changes, or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.
14. This Agreement shall be governed by and interpreted in accordance with the laws of Pakistan in force.
15. Any dispute arising from or in connection with the present Agreement that cannot be settled amicably by the Parties during negotiations within thirty (30) days, shall be settled in accordance with the Arbitration Act, 1940. The arbitration shall be conducted by the sole arbitrator who shall be appointed by the Parties. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. The resulting award shall be binding on both the Parties. The arbitration will take place in Islamabad. The language of the arbitration shall be English.

In Witness Whereof, the duly authorized representatives of the Parties have caused this Agreement to be executed.

For and on behalf of
Punjab Power Development Company Ltd (PPDCL)
(Client)

For and on behalf of
Applicant

In the Presence of Witnesses:
