

**National Electric Power Regulatory Authority
NEPRA**



Tender No. 12

Expression of Interest (EOI)

**HIRING OF SERVICES OF CONSULTANT(S)/CONSULTANCY
FIRM(S)/JOINT VENTURES**

for

***3RD PARTY ANNUAL ASSESSMENT/ VERIFICATION OF K-ELECTRIC'S SEVEN
YEARS INVESTMENT PLAN FOR THE PERIOD FROM FY 2023-24 TO FY 2029-30***

**Method of Selection
*Quality plus Cost Based Selection (QCBS)***



**NATIONAL ELECTRIC POWER REGULATORY AUTHORITY
(NEPRA)**

NEPRA Tender No. 12

Expression of Interest (EOI)

National Electric Power Regulatory Authority (NEPRA), a statutory body constituted under Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (XL of 1997) to regulate the provisions of electric power sector invites applications for hiring of services of Consultant (s)/ Consulting Firm (s) / Joint Ventures for the purpose of carrying out “**3rd Party Annual Assessment/ Verification of K-Electric’s Seven Years Investment Plan for the Period from FY 2023-24 To FY 2029-30**”.

The applicants must have:

- i) Registration with Income Tax /Sales Tax Departments;**
- ii) Its name in active taxpayers' list of the FBR;**
- iii) Having minimum ten years relevant experience of audit.**

2. Prequalification documents, containing detailed terms and conditions are available on the PPRA, NEPRA websites.

3. Bids, prepared in accordance with the instructions given in the tender documents, must be submitted through **e-Pak Acquisition and Disposal System i.e. e-PADs on or before 30th September, 2025 @ 1400 hours**. The proposals will be opened on the same day at **1430 hours**. This advertisement and the tender documents are also available on NEPRA & PPRA websites at www.nepra.org.pk/tenders and www.ppra.org.pk respectively.

Director General (Administration/HR)

NEPRA Tower, Ataturk Avenue (East) G-5/1, Islamabad

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www.nepra.org.pk, info@nepra.org.pk

DISCLAIMER

1. The information contained in this Expression of Interest (EOI) document or subsequently provided documents to applicants, whether verbally or in written form by or on behalf of NEPRA shall be subject to the terms & conditions set out in this EOI document and any other terms & conditions subject to which such information is provided. The interpretation of all contents of this EOI is as per NEPRA understanding.
2. The procurement process will be governed under the Public Procurement Rules (PPRA), 2004 as amended from time to time.
3. This EOI document does not purport to contain all the information each applicant may require. This EOI document may not be appropriate for all persons, and it is not possible for NEPRA to consider the financial situation and particular needs of each applicant who reads or uses this EOI document. Certain applicants may have better knowledge of the proposed project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate sources. NEPRA makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EOI document.
4. NEPRA may, in their absolute discretion, but without being under any obligation to do so, update, amend, add or any or all of the provisions or supplement the information of this EOI document or cancel the present invitation and call for fresh invitations. Such changes would be intimated to all applicants using this EOI document.
5. NEPRA reserves the right to reject all Expression of Interests (EOIs) submitted in response to this EOI invitation prior to the acceptance of an EOI according to Public Procurement Rules (PPRA) 2004. NEPRA also reserves the right to hold or withdraw from or cancel the process at any stage till the final pre-qualification/shortlisting.
6. NEPRA will have no liability in case of non-receipt of any correspondence from them to the applicant due to the postal delays.
7. Mere submission of this EOI or Pre-qualification or issue of RFP does not guarantee that the applicant will be selected for the project.

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Hiring of Services of Consultant(s)/Consultancy Firm(s)/JVs

for

3rd Party Annual Assessment/ Verification of K-Electric's Seven Years Investment Plan for the Period from FY 2023-24 To FY 2029-30

1. Letter for Invitation

Consultant(s)/Consultancy Firm(s)/JVs registered with the professional body (e.g. PEC, PCATP, ICAP, ICMA or any professional body etc.) are invited to show their expression of interest for 3rd Party Annual Audit of K-Electric's Seven Years Investment Plan for the Period from FY 2023-24 to FY 2029-30 located at Karachi. The work/ assignment (s) is to be carried out as per the best professional/ engineering practices and techniques.

- i. Interested consultant (s)/ consultancy firms / JVs must prepare and submit their proposal with proper Indexing and Annexes with required documents;
- ii. The selection process will be conducted under Rule 3-B i.e., Quality & Cost based Selection of Procurement of Consultancy Services Regulations, 2010 of Public Procurement Regulatory Authority and Two Stage bidding Procedure of PPRA Rules.

Information Required for Evaluation

Interested consultants are invited to apply for the engagement by sending following information as per specified format included in this document:-

- a. Name, Address, Phone, Fax numbers, Web and E-mail address of the firm / JV.
- b. Copy of Registration with Tax Authorities / FBR and income tax returns for at least last 3 years.
- c. Organization of the firm, list of permanent professional staff along with signed C.Vs mentioning their qualifications, experience, address and experience for each project.
- d. General/ overall experience of the firm as mentioned in evaluation criteria and the list of completed/ ongoing projects in this respect including name of the client, project synopsis and value of the assignment to be provided separately.
- e. Relevant/ specific experience of power industry Audit as mentioned in evaluation criteria mentioning name of the client, project synopsis and value of the assignment.
- f. Current commitments / on-going projects of the firm (if any).

- g. Project completion/Client satisfaction certificates for the completed jobs from the respective clients.
- h. An affidavit on stamp paper properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/ Autonomous Body nor any contract rescinded in the past for non-fulfilment of contractual obligations.
- i. An affidavit on the prescribed proforma regarding conflict of interest.
- j. An affidavit for authorization of lead partner in case of JV.
- k. An affidavit that all provided information are correct.
- l. An affidavit for litigation history.
- m. Bank statements of last 3 years / banker's certificate of account maintenance.
- n. The Expression of Interest (EOI) documents prepared in accordance with the instructions in the tender documents, must be submitted through E-Pak Acquisition and Disposal System i.e., e-PADs on or before 30th September, 2025 @ 1400 hours. Technical proposals will be opened on the same day at 1430 hours.
- o. NEPRA reserve the right to verify the documents submitted by consultant/ consulting firm/ JV and shall disqualify a consultant/ consulting firm/ JV if it finds, at any time, that the information submitted by the company/firm/ JV concerning its short listing as consultant was false and inaccurate or deliberately left incomplete.
- p. Consultants will be informed, in due course, of the result of technical qualification process. Financial bids of technically qualified firms would be opened as per two stage bidding procedure of PPRA.
- q. Once selected as consulting firm, the firm or any of its partners/affiliates would not be eligible to participate in any subsequent engagement related to the subject audit.
- r. NEPRA reserves the right to accept or reject any or all applications as per PPRA Rules.

Director General (Administration/HR)

2. General Information to Firm

Sr #	Description	Details
1	Name of Purchaser	National Electric Power Regulatory Authority (NEPRA)
2	Purchaser's Address	Ataturk Avenue (East), G-5/1, Islamabad
3	Collection of Bidding Documents from	ePADS/ NEPRA/ PPRA websites/ Office of the Assistant Director (Administration), NEPRA Tower, Ataturk Avenue (East), G-5/1, Islamabad.
4	Communication/Correspondence	To be addressed to the Director General (Administration/ HR).
5	Bid Submission Format	The bids and prices must be submitted on the formats set out in this bidding document. The bids submitted on different formats may be considered non-responsive and may be rejected.
6	Submission of Bids	EOI is to be submitted through e-Pak Acquisition and Disposal System i.e. e-PADS.
7	Non-Eligible Bidders	This Invitation for Bids is open to all eligible bidders, except as provided hereinafter. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
8	The Price Quoted shall be	Delivered Duty Paid (DDP) in Pak Rupees i.e., inclusive of all applicable taxes & transportation charges, if any. If there is no mention of taxes, the offered/quoted price(s) will be considered as inclusive of all prevailing taxes/duties.
9	Amount of Bid Security	5% of the total quoted amount in favor of "National Electric Power Regulatory Authority (NEPRA), Islamabad" and will be submitted at the second stage while calling for financial proposal.

10	Form of Bid Security	<p>a. The bid security shall be in the form of irrevocable, encashable Call-Deposit / Bank Draft / Pay Order in the name of the Purchaser.</p> <p>b. No personal cheque will be acceptable at any cost.</p> <p>c. The previous bid security (if any) will not be considered or carried forward.</p> <p>d. The bidding documents found deficient of the amount as bid security compared to total bid price will not be considered.</p> <p>e. The bid security will be submitted only from technically shortlisted firm(s) along with the financial proposal.</p>
11	Bid Validity Period	Bid should remain valid for 120 days from the closing date
12	Technical Bids Evaluation	The Purchases & Disposal (P&D) Committee of NEPRA shall carry out the evaluation as per the criteria given in the tender documents.
13	Amount of Performance Security	10% of financial proposal in favor of "National Electric Power Regulatory Authority (NEPRA), Islamabad" to be submitted by the successful bidder only.
14	Form of Performance Security	<p>a. The performance security shall be in the form of irrevocable, encashable Call-Deposit / Bank Draft / Pay Order in the name of the Purchaser.</p> <p>b. No personal cheque will be acceptable at any cost.</p>
15	Arbitration	The contract shall be construed according to the laws of Pakistan. Any difference of opinion or disputes arising between the parties in relation to this contract shall be settled amicably by the parties. In case of any difference/dispute arising between the parties the matter shall be referred to the Chairman NEPRA Islamabad as arbitrator whose decision shall be final and binding upon both the parties. No dispute once decided by the arbitrator shall be agitated in any Court of Law.
16	Any Other Condition	Any other condition specific to this services order not included in this tender

		document can be included or communicated through draft agreement (to be served before concluding the contract), the format for which is given in bidding document (Annex-9).
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3. Special Information to Firm

Sr. #	Attribute	Details
1	Name of the Project	3 rd Party Annual Assessment/ Verification of K-Electric's Seven Years Investment Plan for the Period from FY 2023-24 To FY 2029-30
2	Tender Published on	29 th August 2025
3	Medium	PPRA / E-Pads/NEPRA websites and Daily newspapers
4	Source of Funds	K-Electric Revenue
5	Deadline for proposal Submission	30 th September 2025 at 1400 hrs
6	Time, Date and Place for Proposals Opening	<p>30th September 2025 at 1430 hrs. Technical Proposals will be opened for technical scrutiny. On receipt of Technical Evaluation Report from the Purchase & Disposal Committee of NEPRA, Financial Proposal(s) from short listed firm(s) will be submitted and opened at the second stage.</p> <p>Date and time of Financial Proposal submission and opening will be intimated through letter/phone. The Proposals will be opened in the Office of the Director General (Administration), NEPRA Tower G-5/1, Islamabad.</p>
7	Bidding Procedure	Two Stage Bidding Procedure shall apply.
8	Pre-bid Meeting	All prospective consulting firms / JVs must attend the pre-bid meeting scheduled on 09th September, 2025 @ 1000 hours before submission of technical bid.

4. Introduction:

- 4.1 National Electric Power Regulatory Authority (hereinafter referred to as the “Authority”) established under Section 3 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (hereinafter referred to as the “NEPRA Act”) is mandated to regulate the provisions of electric power services in Pakistan;
- 4.2 K-Electric Limited (hereinafter referred to as the “KEL”) has been granted a transmission license (No. **02/TL/2010**) and distribution license (No. **09/DL/2003**) by the National Electric Power Regulatory Authority (NEPRA) pursuant to Sections 20 read with 21 and 25 of the NEPRA Act, 1997 (“Act”);
- 4.3 While approving the investment plan of KEL for around Rs. 400 Bln regarding transmission & distribution activities, the Authority was of the view that there should be strict and transparent monitoring mechanism in order to ensure the best & prudent utilization of allowed funds;
- 4.4 Therefore, the Authority has decided to hire a 3rd Party Consultant(s)/ Consultancy Firm (s) / Joint Ventures (JVs) (hereinafter referred as “the Firm”) to conduct a comprehensive audit of utilization of amounts allowed to KEL under its investment plan of transmission & distribution segments on annual basis;
- 4.5 To undertake the assignment, Expression of Interest (EOI) is invited on the basis of the terms and conditions illustrated in this document, for achieving optimal results through successful annual audit of KEL’s seven years investment plan for the period from FY 2023-24 to 2029-30 in accordance with section 4 of this document;
- 4.6 The payment to the Consultant (s), Consultant Firm/ JVs selected for the assignment shall be made by KEL subject to recommendation by the NEPRA.

5. Instructions to the Firm:

5.1 Governing Rules:

NEPRA will follow Public Procurement Regulatory Authority i.e., PPRA Rules, 2004 as amended from time to time.

5.2 Eligible Entities:

Prequalification is open to all entities (i.e., national and international) duly incorporated under relevant laws.

5.3 Basic Eligibility Criteria:

The applicant(s) fulfilling the following basic eligibility criteria shall be considered for further evaluation.

- 5.3.1 Applicant(s) may be a private entity, government-owned entity, or any combination of local, foreign and government owned entity with a formal MOU to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV)/Consortium.
- 5.3.2 Applicant must be in business for last 10 years.
- 5.3.3 Government-owned enterprises in Pakistan shall be eligible only if they can establish that they are legally and financially autonomous, and operate under commercial law, whereas they are not in any way dependent on NEPRA.
- 5.3.4 Valid legal entity of the firm e.g. Certificate of registration from SECP or registrar of firms.
- 5.3.5 Foreign applicant shall submit a proof of their affiliation/registration from their respective country's legal and professional body (Engineering Services Accreditation Body).
- 5.3.6 Valid registration with Pakistan Engineering Counsel (PEC).
- 5.3.7 NTN & Sales/Services Tax Registration in case of local firms (must be an active taxpayer). Foreign firms must attach similar certificate from their home country.
- 5.3.8 Judicial affidavit declaring "neither the firm nor its directors, stakeholders, as a whole or as a part of the firm have ever been blacklisted/defaulted by any government agency/department/organization" as per **Annex-2**.
- 5.3.9 Undertaking for authorization of Lead Joint Venture/Representative Joint Venture/Consortium – as per **Annex-3** (In case of Joint Venture/Consortium).

5.3.10 Provide separate undertaking that the information supplied by the firm is correct as per **Annex-4**.

5.3.11 Financial statements of the Firm duly audited by the Chartered Accountant Firm for last 3 years. Average annual turnover of the firm as per audited accounts of last 3 years, should be at least 200 million PKR for individual consultant/JV and 100 million PKR for each associated/partner firm in a Joint Venture/Consortium.

5.3.12 Foreign applicants have to form a JV with local consultants as required under PEC bye law, since foreign firm's registration with PEC will be mandatory as per PEC bye laws.

5.3.13 Affidavit should be submitted to the effect that the firm/company (if) involved in litigation with any department with no adverse decision against the firm/company during last ten (10) years as per **Annex-5**.

5.3.14 Power of Attorney/Resolution (in case of a company), as confirmation of authorizing the signatory of the Application to commit the Applicant.

5.3.15 In case of JV, all the members have to meet the aforementioned basic eligibility criteria except where exception has been specifically provided.

5.4 Submission of EOI:

The EOI, prepared in accordance with the instructions in this document, must be submitted on or before 30th September, 2025 at 1400 hours PST. The Expression of Interest (EOI) will be opened on the same day at 1430 hours PST.

5.5 Required Information:

The Firm is required to submit expression of interest in English Language. All applicants will be required to provide information in both soft and hard forms. Applicants must respond to all questions and provide complete information as advised in this document. Failure or omission to provide the aforementioned essential information may result in disqualification of the applicant.

5.6 Documentation Verification:

NEPRA reserves the right to verify the documents submitted by the Firm and shall disqualify any applicant if it finds, at any time, that the information submitted by the applicant concerning its shortlisting was false and inaccurate or deliberately left incomplete.

5.7 Clarification:

The Firm may request a clarification on this EOI document, at least 07 days prior to the last date for submission of the EOI. The request for clarification can be sent through soft or hard forms:

5.7.1 NEPRA will respond through soft or hard form to such requests.

5.7.2 At any time before the submission of EOI, NEPRA may, for any reason, whether at its own initiative or in response to a clarification requested by the Firm, amend or modify the EOI document. Any amendments shall be issued in writing through addenda. NEPRA shall post the addenda on its website. The addenda shall be considered as part of the EOI document and will be considered a binding. NEPRA may at its sole discretion extend the deadline for the submission of EOI.

5.7.3 To assist in the evaluation of applications, NEPRA may, at any stage during the course of the prequalification process, ask any Applicant for clarification in respect to any matter associated with the documentation submitted by the Applicant in its application. If an Applicant does not provide clarifications of the information requested by the date and time set in the NEPRA's request for clarification, its application shall be evaluated based on the information and documents available at the time of evaluation of the application.

5.7.4 An Applicant requiring any clarification of the prequalified document shall contact NEPRA in writing at the NEPRA's address or by email indicated in the advertisement. NEPRA will respond in writing or by email or in pre-bid meeting to any request for clarification, provided that such request is received no later than 07 days prior to the deadline of submission of applications. NEPRA shall forward copies of its response to all Applicants who have acquired the prequalification document directly from NEPRA including a description of the inquiry but without identifying its source.

5.7.5 The cost of preparing the EOI document is not reimbursable.

5.7.6 The International Consultant may submit its interest in collaboration with qualified Local Representative Consultant/Consultancy Firm. Documents substantiating the JV must be provided with EOI.

5.7.7 All the payment shall be made in PKR and shall be borne by KEL.

5.7.8 All applicants shall be informed whether or not they have been shortlisted under regulation of Procurement of Consultancy Services Regulation, 2010.

5.7.9 The Firm(s) are advised to review the relevant documents available on NEPRA website (www.nepra.org.pk) including but not limited to:

- a) NEPRA Act, 1997;
- b) KEL Transmission License;
- c) KEL Distribution License;
- d) KEL Seven Years Investment Plan (FY 2023-24 to FY 2029-30);
- e) KEL Multi Year Tariff Determination (FY 2023-24 to FY 2029-30).

5.8 Misrepresentation of Information:

The applicant must declare and undertake that all the information, warranties, statements, and representations provided within their application are true and correct; and applicant also understand that in case any of the aforesaid are found to be false/incorrect then applicant is liable to be disqualified, without prejudice to its other rights and actions the NEPRA may exercise under the applicable laws.

5.9 Instructions for Joint Ventures/Consortium Applicants:

In case of Joint Venture/Consortium, the applicant must nominate a Lead Partner (as representative of Joint Venture/Consortium) to act as Lead Partner who shall have the authority to conduct all businesses for and on behalf of any and/or all the partners/applicant during the prequalification process and, in the event of prequalification, during the procurement process, and in the event, the contract is awarded to the applicant then during the term of contract.

5.10 Conflict of Interest:

It is necessary that the Firm provide professional, objective, and impartial advice and services at all times holding that national interest's paramount, without any consideration for present or future personal gains, and strictly, avoid conflicts with other assignments or their own corporate interests, if any. The firm shall not be considered for consultation that might be in conflict with its current obligations, or anything that might place it in a position of not being able to carry out the assignment in the best interest of Pakistan. The Firm shall disclose any potential conflicts of interest before the engagement begins. If a conflict of interest is identified at a later stage, the Firm's proposal may not be considered and may result in termination of the contract, or if already engaged. An affidavit on the prescribed proforma regarding conflict of interest is available at **Annex-7**.

5.11 Instructions for preparation of EOI Application:

The applicant shall prepare an application using the forms furnished/annexed to prequalification document. The application should be prepared in accordance with 'Application Form' as per attached format (**Annex-I**) and all forms must be completed without any alteration to the text, and no substitutes shall be accepted. All blank spaces shall be filled with the information requested. The application shall comprise following:

- 5.11.1 An application, in accordance with standard attached template;
- 5.11.2 Power of Attorney/Resolution (in case of a company), as confirmation of authorizing the signatory of the application to commit the applicant;
- 5.11.3 Documentary evidence establishing the applicant's eligibility to prequalify, in accordance with prequalification document;
- 5.11.4 The applicant shall prepare original set of documents comprising the application as described in prequalification document and clearly mark it "ORIGINAL";
- 5.11.5 The applicant shall enclose the original copy of the application in a sealed envelope;
- 5.11.6 If the envelope is not sealed and marked as required, NEPRA will assume no responsibility for the misplacement of application;
- 5.11.7 The requirements regarding legal instruments evidencing the authorization to represent and sign on behalf of the applicant.

The name and position held by each person signing the authorization must be typed or printed below the signature. Failure to provide an acceptable authorization within the prescribed period may cause the rejection of the application.

5.12 Opening of EOI Applications:

- 5.12.1 Applications or any document relating to the application submitted after the deadline for submission of applications, shall be rejected by NEPRA;
- 5.12.2 Opening of applications will be done in the presence of the applicants who wish to be present at the time of opening of applications;
- 5.12.3 NEPRA may reject any application which is not responsive to the requirements of the prequalification document;
- 5.12.4 NEPRA reserves the right to annul the prequalification process and reject all applications at any time as per PPRA Rules 2004 as amended from time to time without thereby incurring any liability to applicants;
- 5.12.5 NEPRA shall be under no obligation to return any EOI or supporting material submitted by the applicants;
- 5.12.6 No application will be considered if it:
 - Is received after the date and time fixed for its receipt; or
 - Is unsigned; or
 - Is conditional; or
 - Is given by the firm blacklisted, suspended or removed from the approved list of any department/organization of Government.

6. Evaluation Criteria:

- 6.1 The 3rd Party Consultant(s) / Consultancy Firm(s) / Joint Ventures (JVs) shall have all relevant technical & financial experience i.e.,
 - 6.1.1 To analyze the utilization of funds allowed to KEL for transmission & distribution activities including but not limited to growth of 132/66kV grid stations, growth of transmission lines, to address the interconnection issues, energy loss reduction programs, N-1 contingency conditions, Grid maintenance & protections, Safety,

SCADA & automation, AMI/AMR metering, smart networking, IT network including cyber security, real estate & civil and others;

- 6.1.2 To examine the cost overrun, time over run, exchange rate variation, escalations, contingencies, and indexations etc. keeping in view the base costs allowed to each Licensee.
- 6.1.3 To assess the level of compliance/achievement of NEPRA targets by KEL as a result of investing colossal amounts as allowed under seven years investment plan.
- 6.2 The services will be hired according to PPRA's Two Stage procedure through e-PADs. Salient aspects of two stage procedure are enumerated below:-
 - 6.2.1 the bidders shall first submit, according to the required specifications, a technical proposal without price;
 - 6.2.2 the technical proposal shall be evaluated in accordance with the specified evaluation criteria and may be discussed with the bidders regarding any deficiencies and unsatisfactory technical features;
 - 6.2.3 NEPRA will evaluate the technical proposal and reject any proposal which does not conform to the specified requirements;
 - 6.2.4 During the technical evaluation no amendments in the documents shall be permitted;
 - 6.2.5 Based on the record/documentary evidence submitted by the intended bidders, each firm shall be marked as per the Evaluation Criteria mentioned at 6.4 section. To ensure transparency and fairness, financial bids of those bidders will be opened and evaluated who secure at least 70% marks in the technical evaluation as detailed at 6.4 section. Clear criteria and scoring methodology are provided to facilitate the evaluation process.
 - 6.2.6 the bidders, whose technical proposals or bids have not been rejected and who are willing to conform their bids to the revised technical requirements of the procuring agency, shall be invited to submit a revised technical proposal along with the financial proposal and bid security;
 - 6.2.7 The financial proposals (as per Annex-A-8) of technically qualified bidders will be opened publicly at a time, date and venue announced and communicated to the bidders;
 - 6.2.8 The method of selection of consultant will be the quality & cost based as per 3(B) of the PPRA Consultancy Service Regulations 2010 i.e; the consultant winning technically and financially shall be awarded the contract.

6.2.9 Technical bids will have 70% weightage whereas financial bid will have 30% weightage. The engagement will be awarded to the Consultant/ Consultant firm/ JVs after Technical and Financial bid evaluation. The bidder obtaining the highest marks combining both Technical and Financial proposal will be awarded the contract.

6.2.10 Evaluation criteria of Technical and Financial proposals is as under:

Technical Score (T) = Marks obtained out of 70

Financial Score (F) =

$$\frac{\text{Amount Quoted by the Lowest Bidder}}{\text{Amount Quoted by the Bidder whose Financial Score is to be Calculated}} \times 30$$

Total Score = T+F

6.3 Mandatory Requirements:

Sr. #	Requirement/Document to be attached	Compliance (Yes/No)
1.	<p>Foreign Consultant shall provide documentary evidence of its registration/incorporation certificate under the laws of respective country.</p> <p>Local consultancy firm shall provide documentary evidence of its registration/incorporation certificate with Registrar of Firms/SECP.</p> <p>Local consultancy firm/consultant shall provide NTN & Active Tax Payer status for income tax and sales tax.</p>	
2.	<p>a. Qualification: Relevant technical, legal, financial and commercial expertise (Human Resource) required to carry out the assignment as per section 5 of this EOI document. Duly supported by documentary evidence.</p> <p>b. Experience: Relevant experience of technical & financial audit of power transmission & distribution companies, duly supported by documentary evidence that could substantiate completion of assignments.</p>	
3.	An affidavit to the effect that the firm has neither been blacklisted by any Government/Public Sector/Autonomous Body, nor any contract rescinded in	

	the past (last two years) for non-fulfilment of contractual obligations as per Annex-2	
4.	Audited financial statements of the Firm for last 03 years having average annual turnover of at least 500 million PKR from consultancy services. In case of JV, all partners collectively can meet the turnover threshold of 500 million.	
5.	Years in business – 10 years	
6.	Power of Attorney/Board Resolution (in case of company) authorizing representative	
7.	Undertaking for authorization of Lead Joint Venture / Consortium Partner – as per Annex-3	
8.	Undertaking that the information supplied by the firm is correct – as per Annex-4	
9.	Affidavit should be submitted to the effect that the firm (if) involved in litigation with any department with no adverse decision against the firm during last ten (10) years – as per Annex-5	
10.	Completion/Performance Certificate of Consultancy Services of one (01) similar/relevant project.	
11.	.An affidavit on the prescribed proforma regarding conflict of interest is available at Annex-7	

Note: All supporting documents to be attached with EOI. Non-fulfilment of any of the above requirement will result into disqualification.

6.4 Technical Evaluation Criteria:

Technical Criteria	Applicable Scores		Marks
<p>1. Overall Relevant Audit Experience of the Consultant/ Consultant Firm / JV:</p> <p>Note: Clear evidence of the experience claimed must be attached</p>	<ul style="list-style-type: none"> The Consultant Firm/ JV has more than 15 years of experience. 	15	15
	<ul style="list-style-type: none"> The Consultant Firm/ JV has 13-15 years of experience. 	10	
	<ul style="list-style-type: none"> The Consultant Firm/ JV has 10 to 12 years of experience. 	8	
<p>2. Audit Projects of the Consultant/ Consultant Firm / JV</p> <p>Note: Copy of completion certificates, letters of award / or Contract Agreements must be attached</p>	<p>Similar Projects / Engagements Completed in past five years:</p>		10
	More than Six (6)	10	
	Five (5) – Six (6)	8	
	Three (3) – Four (4)	6	
	Two (2) – Three (3)	4	
	One (1) - Two (2)	2	
	<p>Similar Projects / Engagements In hand:</p>		10
	Two (2) or more	10	
	One (1)	5	
<p>3. General Audit Projects of the Consultant/ Consultant Firm / JV</p> <p>Note: Copy of completion certificates, letters of award / or Contract Agreements must be attached</p>	<p>Projects / Engagements Completed in past five years:</p>		05
	More than Six (6)	5	
	Five (5) – Six (6)	4	
	Three (3) – Four (4)	3	
	One (1) - Two (2)	2	

Technical Criteria	Applicable Scores		Marks
	Projects / Engagements In hand:		5
	Two (2) or more	5	
	One (1)	3	
<p>4. Team assigned for the audit</p> <p>Note: CVs of the assigned resource with the engagement must be attached. Moreover, the client may demand the qualification and experience certificates as an evidence.</p>	<ul style="list-style-type: none"> • Financial Auditor • Legal Expert • At least 3 power sector specialists having contracts experience and knowledge of power sector regulations 	10	10
	<ul style="list-style-type: none"> • Financial Auditor • Legal Expert • Plus 2 power sector specialists having contracts experience and knowledge of power sector regulations 	8	
	<ul style="list-style-type: none"> • Financial Auditor • Legal Expert • Plus 1 power sector specialists having contracts experience and knowledge of power sector regulations etc 	5	
<p>5. Contents of the proposal cover the requirement as per the terms of reference (ToRs), including:</p> <ul style="list-style-type: none"> • The work methodology plan must demonstrate that the bidder has the required expertise, resources, skills, capabilities, and effective, well-practiced project management process to execute the audit plan. • The proposal should include the framework tools that will be utilized in conducting the audit. 	<p>The submitted proposal conforms to the prescribed ToRs.</p> <p>The submitted proposal does not conform to the prescribed ToRs.</p>	10	10
		0	

Technical Criteria	Applicable Scores		Marks
<ul style="list-style-type: none"> The proposal must also indicate the quality control measures that will be applied by the Firms for the audit. An audit plan that covers all the areas mentioned in the ToRs with timeframe. 			
6. Financial Soundness Note: Bank statement/ Audit report of last three years must be attached	Average Monthly Turnover of two (2) years Above five hundred (500) Million Between two hundred (200) Million and five hundred (500) Million	 5 3	5
Total Marks			70
Threshold Marks			49

Note: Firms must obtain at least 49 out of 70 points in technical evaluation to qualify for opening of financial bids.

7. Terms of References (ToRs)/Scope of Work:

- After successful selection of bidder/firm, the Firm shall submit a comprehensive proposal covering all below mentioned ToRs within 15 days of the selection and present the same before the Authority for input/advice;
- The Firm shall thoroughly review, analyze, and assess the Investment Plan petition submitted by the licensees, the investment plan approved by the Authority, and any other relevant documents in order to conduct comprehensive quarterly monitoring. This monitoring will encompass, but is not limited to, the financial and physical progress of the plan. Additionally, the Firm will examine other applicable NEPRA documents, including the NEPRA Act, relevant rules, regulations, standards, codes of conduct, the approved investment plan, and the Multiyear Tariff Determination. The goal is to ensure

that the licensees carry out all projects in accordance with the provisions outlined in these documents.

- iii. The Firm shall proactively collect all relevant documentation from the Licensee for each project throughout the entire control period. This documentation shall include, but not be limited to, Need Assessment details, Scope of Work, Bill of Quantities (BOQs), cost breakdowns, feasibility reports, anticipated benefit projections, and any other pertinent materials. By gathering this comprehensive information in advance, the Firm will be equipped to effectively monitor and report any deviations during project execution, ensuring strict oversight and adherence to the agreed-upon parameters.
- iv. The Firm shall verify that the work has been executed in accordance with the approved scope and that the contractor has been selected following a transparent and fair bidding process. The Firm will provide a quarterly report on the compliance of the licensees with the approved investment plan and other applicable documents for project execution. In the event of any deviations, the Firm shall clearly identify and explain them, providing rationale, recommendations, and an assessment of their potential financial/technical impact.
- v. The Firm shall verify and confirm that each specific project has been executed within the approved scope and budget authorized by the Authority. In the event of any under- or over-investment, the Firm will promptly report such discrepancies, providing detailed remarks explaining the reasons behind the variance in investment.
- vi. The Firm shall provide a comprehensive breakdown of the costs incurred for each specific project, including base cost, escalation, customs duties, interest during construction (IDC), contingencies, and any other costs related to the project. Additionally, the Firm shall provide detailed comments on all ongoing and completed works, addressing aspects such as quality, cost, timeline, and any other relevant factors.
- vii. The Firm shall confirm the parameters under which the project was approved by the Authority and assess its alignment when the project was initiated. Additionally, the Firm shall verify whether the anticipated benefits outlined in the project proposal by the Licensee and approved by the Regulator have been achieved. In cases of non-achievement, the Firm shall require the Licensee to submit a detailed explanation and provide its professional opinion on the reasons for the shortfall.
- viii. The Firm shall conduct its assessment through field verifications, identification of cost duplications, procurement validation, BOQ verifications (On Sampling Basis), actualization and adjustment of base costs and other financial parameters, recording of violations and deviations, review of land

acquisition, Right of Way (RoW) issues, liabilities ownership, and any other parameters deemed relevant and necessary.

- ix. The Firm shall assess whether each Licensee has fully utilized the allowed amounts for the respective year or carried them forward to the next year for any reason. If a carry-forward has occurred, the Firm shall provide a clear recommendation on its justification, along with an analysis of its technical, commercial, and financial impacts.
- x. The Firm shall verify that the IDC amount has been calculated based on the approved completion period and the cost of debt as allowed by the Authority. Any deviations from this shall be reported separately, along with the reasons and supporting documentation.
- xi. The Firm shall verify and confirm the T&D losses reported by each Licensee for the year, along with their financial impact. Additionally, the Firm shall identify feeders where T&D losses could not be reduced despite investment, as well as feeders where investment was not made despite higher losses.
- xii. The Firm shall thoroughly analyze the project timelines outlined in the approved Investment Plan/MYT for the specified period. If the Licensee fails to meet these timelines, the Firm shall evaluate whether the reasons for the delay are justified, along with the associated technical, commercial, and financial impacts
- xiii. The Firm shall verify and confirm that the allowed cost to the Licensee for a specific project has not been recovered through any other means, including but not limited to Cost Deposited Works. If the project has been financed through Cost Deposited Works, this shall be reported separately, along with the supporting documentation.
- xiv. The Firm shall verify the actual investment made by the Licensee for each specific project, in both foreign and local currency, and compare it with the amounts outlined in the approved investment plan. Any deviations shall be reported, along with the reasons provided by the Licensee and the Firm's comments. Additionally, the Firm shall provide a detailed breakdown of the investment incurred in foreign and local currencies, including the allowed base cost, exchange rate variations, escalation, and any other costs exceeding the allowed base cost. The Firm shall also assess and report the impact of time overruns on exchange rate fluctuations and the Consumer Price Index (CPI) for each specific project.
- xv. Any other tasks assigned by the Authority related to the investment plan, such as assessing proposed projects prior to execution, rescheduling projects from one year to another, and providing flexibility in the selection of feeders under the DOP, among others.
- xvi. The Firm shall establish its office in the city where the Licensee's Head Office is located and maintain comprehensive hard and soft copies of all project records. The Firm shall submit its reports to both the Licensee and

- the Authority. Any discrepancies, deviations, or suggestions deemed relevant and necessary by the Firm shall be promptly communicated to the Authority.
- xvii. The assessment, analysis, and recommendations will serve as the foundation for the Authority's informed decision-making. Therefore, the Firm shall take full ownership of its work, including assessments, validations, and recommendations, and defend them in all forums, whenever and wherever required.
 - xviii. The Firm shall conduct this exercise on a quarterly basis and prepare a preliminary report. The final comprehensive report shall be submitted annually, by 31st August of the succeeding year, at the end of each fiscal year.
 - xix. Given that the investment plan spans a period of five or seven years, as determined for each Licensee, the Firm shall enter into a contract for the entire duration and may not terminate the contract prematurely. Accordingly, the Firm shall provide a bank guarantee of Rs. 5 million along with its bid submission. The Firm is required to submit a final report covering the entire contract period.
 - xx. The report should be very clear in terms of findings & recommendations;
 - xxi. Failure to submit the report within the stipulated timeframe will result in a penalty being imposed on the Firm, as approved by the Authority.

8. Payment Methodology:

Keeping in view the seven years investment plan and subsequent seven annual audit reports, following will be the payment mechanism:

01 st year	-	15% of the total amount;
02 nd to 06 th year	-	13% of the total amount each year;
07 th year	-	20% of the total amount.

Note: It is important to note that the payment shall be given by KEL to the firm upon the submission of report by the Firm and subsequent satisfaction & final approval of the NEPRA Authority.

Letter of Application

[letterhead paper of the applicant or partner responsible for a joint venture/ consortium, including full postal address, telephone no. and email address]

Date:

To:

.....

[Name and Address of Procuring Agency]

Sir,

1. Being duly authorized 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 following procurement under the [.....] project:

Procurement No.	Description of Work

Sr. No.	Name of Member/Partner	Lead Member/ Associate Member	Short description of role of Member
1			
2			
N			

2. Attached to this letter are copies of original documents defining:
 - (a) The applicant’s legal status;
 - (b) The principal place of business;
 - (c) The place of incorporation (for applicants who are corporations);
 - (d) The place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms);
 - (e) All other supporting documents required in this EOI or other documents that are necessary for prequalification purposes.
3. Your agency and authorized representatives are hereby authorized to conduct any inquiry or investigation 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. Your agency 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

- *For applications by joint ventures/consortium, all the information requested in the prequalification documents is to be provided for the joint venture/consortium, if it already exists, and for each party to the joint venture/consortium separately. The lead partner should be clearly identified. Each partner in the joint venture/consortium shall sign the letter.*
- *Application by joint venture/consortium should provide information on a separate sheet information for each party to the application.*

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) Your agency 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) Your agency 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) here above;

- (d) Your agency 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) above.

Applicants who are not joint ventures/consortium should delete para 6 & 7

6. Appended too this application, we give details of the participation of each party, including capital contribution and profit/loss arrangements, to the joint venture/consortium. We also specify the financial commitment in terms of the value of each contract and the responsibilities for execution of 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/consortium agreement providing the joint and several liabilities of all partners in the event the contract is awarded to us.
8. The undersigned declares that the statements made and 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 & Signature of Applicant or Lead Partner of a Joint Venture/ Consortium)	For and on behalf of (Name & Signature of other partners of the Joint Venture/ Consortium)

AFFIDAVIT

(On Stamp Paper not less than Rs. 100)

The Applicant/Partner of the Joint Venture/Consortium shall attach original affidavit on non-judicial stamp paper (with a value of Rs. 100) and declaring on oath that the Applicant:

- (a) Non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation;
- (b) Is not in bankruptcy or liquidation proceedings;
- (c) Has never been declared ineligible/blacklisted by Government/Semi-Government/Agency or Authority or any procuring agency till date to the any reason;
- (d) Is not making any misrepresentation or concealing any material fact and detail;
- (e) Has not been convicted of, fraud, corruption, collusion or money laundering;
- (f) 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 its obligations; and
- (g) Does not fall within any of the circumstances for ineligibility or disqualification.

Name: _____

Designation: _____

Signature/Stamp: _____

Date: _____

**Template for Undertaking for Authorization of Lead Joint Venture/Consortium
Partner/ Representative**

(On Stamp paper not less than Rs. 100)

We, [Joint Venture/Consortium Partner Names] (the “Applicant”), do hereby undertake as under:

1. That with respect to the project the Applicant shall be jointly and severally liable, and
2. That we nominate [Lead Partner] as our representative to act as Lead Partner who shall have the authority to conduct all businesses for and on behalf of any and/or all the partners/Applicant during the prequalification process and, in the event that we are prequalified, during the procurement process, and in the event the Contract is awarded to the Applicant then during the term of contract.

For and on behalf of the [Joint Venture/Consortium Support Partners] For & on Behalf of the [Joint Venture/Consortium Lead Partner]

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness 1:

Witness 2:

Signature:

Signature:

Signed by:

Signed by:

Designation:

Designation:

Date:

Date:

Template for Affidavit of Correctness of Information

(On Stamp paper not less than Rs. 100)

We do hereby declare and undertake that all the information, warranties, statements and representations provided within this application are true and correct; and we also understand that in case any of the aforesaid are found to be false and malafide then we are liable to be disqualified, without prejudice to any other rights and actions the procuring Agency may exercise under the applicable laws.

The undersigned hereby authorize (s) and request (s) the bank, person, firm or corporation to furnish any additional information requested by the Procuring Agency or his nominated officer deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Procuring Agency or his nominated officer.

For & on Behalf of the Applicant
[or Lead Joint Venture/Consortium Partner] Name:

Designation:

Date:

Affidavit on Litigation History

(To be submitted on non-judicial stamp paper of Rs. 100/-)

<i>Name of Applicant or Lead Partner of a Joint Venture/Consortium</i>
--

We certify and undertake that our firm (In case of Joint Venture/Consortium, Lead firm and all partners and associates)

(if) involved in litigation with any department/agency, has no adverse decision against the firm/company (In case of Joint Venture/Consortium, Lead Firm and all Partners and associates) during last ten (10) years, details of litigation history is as under:

Year	Description of Contract	Award for or Against Applicant	Name of Client, cause of litigation, and matter in dispute	Disputed Amount (current value Pak Rs. Or USD equivalent)	Remarks by Applicant

Annex-6(i)

	To be filled in by Consultant
Name of Consultant Firm	

Experience of the Consultant/Details of Completed Projects

Note:- The followings forms are to be filled in by each consultant for Specific and General Projects as per evaluation criteria Annex A-6. Please fill in all requirements and write N.A where not Applicable.

Specific Project # _____

Sr.#	Description	To be filled in by Consultant
1	Name of the Assignment	
2	Name of Client & Address	
3	Value of the Power Industry Audit Assignment	
4	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, soil investigation, infrastructure design etc.*	
5	Role of the Consultant Firm i.e. as lead, senior partner, junior partner etc , in case of JVs	
6	Name of JV firms, if any	
7	Date of Award of the Assignment	
8	Detail of Resource allocated for the Assignment	
9	Date of completion/expected date of completion of the Assignment.	
10	If there are any delays in engagement? What were the reasons and project cost over runs?*	
11	Any other detail/information*	

*Use separate sheet for each project

General Project

Sr.#	Description	To be filled in by Consultant
1	Name of the Assignment	
2	Name of Client & Address	
3	Value of the Audit Assignment	
4	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, soil investigation, infrastructure design etc.*	
5	Role of the Consultant Firm i.e. as lead, senior partner, junior partner etc , in case of JVs	
6	Name of JV firms, if any	
7	Date of Award of the Assignment	
8	Detail of Resource allocated for the Assignment	
9	Date of completion/expected date of completion of the Assignment.	
10	If there are any delays in engagement? What were the reasons and project cost over runs?*	
11	Any other detail/information*	

Conflict of Interest Undertaking

I hereby certify that to my knowledge, there is no conflict of interest involving the vendor/consultant/designer named below:

- i. No NEPRA/ KE official or employee has an ownership interest in vendor/consultant/designer's company or is deriving personal financial gain from this contract.
- ii. No NEPRA/ KE official's or employee's immediate family member has an ownership interest in vendor/consultant/designer's company or is deriving personal financial gain from this contract.
- iii. No retired or separated NEPRA/ KE official or employee, who has been retired or separated from the organization for less than two (2) years has an ownership interest in vendor/consultant/designer's company.
- iv. No NEPRA/ KE official or employee is contemporaneously employed or prospectively to be employed with the vendor/consultant/designer.
- v. Vendor/consultant/designer hereby declares it has not and will not provide gifts or hospitality of any rupee value or any other tokens to any NEPRA/ KE official or employee to obtain or maintain a contract.
- vi. Please note any exceptions below:

- a. Vendor/consultant/designer Name: _____
- b. Vendor/consultant/designer _____ PhoneNo: _____

c. Conflict of Interest Disclosure:

- i. Name and designation of NEPRA/ KE & JVs Official, employee or immediate family members with whom there may be a potential conflict of interest with the project being audited _____

- ii. Relationship to official: _____

- iii. Interest in vendor/consultant/designer's company: _____

- iv. Any other information: _____

4. I certify that the information provided is true and correct by my signature below:

Name & Signature of Vendor/consultant/designer: _____

Date: _____

CNIC /NTN No: _____

Witness Information:

1. Name: _____
CNIC No.: _____

2. Name: _____
CNIC No.: _____

PERFORMA FOR SUBMISSION OF FINANCIAL BID
(Lump sum fee is to be quoted)

I _____ hereby tender following cost of the services for the **3rd Party Annual Audit of K-Electric's Seven Years Investment Plan for the Period from FY 2023-24 to FY 2029-30:**

Consultant Firm's Fee (PKR)	Taxes (if any)	Total (PKR)

Amount In words:

Note:

- i. Lump sum value shall be quoted each phase.
- ii. Financial bid should be inclusive of all applicable Government taxes and the same will be deducted at the time of payment as per GoP Rules.
- iii. Bid should be valid for at least 180 days from last date of submission of the same.

Name of Consulting Firm/ JV:

Signature:
[Seal]

DRAFT AGREEMENT
(To be executed on Rs.100/- Judicial paper)

THIS Service Agreement (the "Agreement") for **3rd Party Annual Assessment/ Verification of K-Electric's Seven Years Investment Plan for the Period from FY 2023-24 to FY 2029-30** is made on this day _____ 2025;

By and Between

K-Electric Limited (hereinafter referred to as the "KEL") has been granted a transmission license (No. **02/TL/2010**) and distribution license (No. **09/DL/2003**) by the National Electric Power Regulatory Authority (NEPRA) pursuant to Sections 20 read with 21 and 25 of the NEPRA Act, 1997 ("Act")

(hereinafter referred to as "Client" which expression shall where the context admits include its administrators and assigns) of the One Part And

_____ (Name of Consultant Firm) _____

through

Mr.
 bearing CNIC having place
 of business
 at.....

hereinafter referred to as **"the Consultant"**, which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **Other Part**

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS

A. Client is desirous of hiring the services of the Consultant for **3rd Party Annual Assessment/ Verification of K-Electric's Seven Years Investment Plan for the Period from FY 2023-24 to FY 2029-30**

B. (Hereinafter referred to as **"Services"**).

C. The _____ Consultant is _____ a
 _____ (details of
incorporation) which represents to the Client that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and is engaged in the business of audit consultancy and has the requisite expertise and resources to provide top quality services as per EOI to the Client in accordance with highest industry standards and satisfaction of the Client. The Consultant undertakes that the Services shall be provided only through the resource that has the requisite expertise and experience in this regard.

D. Upon the basis of the representations and warranties of the Consultant contained herein, the Client wishes to appoint the Consultant to provide the **Services set out in the Agreement**;

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Consultant hereby agree as follows:

1. Scope of Agreement

1.1 Subject to terms and conditions of this Agreement the Consultant agrees to provide the Services as per requirements prescribed under **EOI Documents to this agreement**;

2. Agreement Documents

2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meaning as defined in the Agreement and documents. The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Service Agreement
- b) EOI document
- c) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the Consultant at the signing of the Service Agreement.
- d) Bid security / Performance Security
- e) Clients order to commence the work.
- f) Limit of Retention Money
- g) Any Correspondence by the Client/Consultant mutually accepted by the Client and the Consultant.

3. Term

Upon signing of this Agreement the Consulting Firm shall be obligated to commence assignment for **3rd Party Annual Audit of K-Electric's Seven Years Investment Plan for the Period from FY 2023-24 to FY 2029-30** within stipulated timeframe and complete the same within defined timeframe as per tender documents. In case of failure the Client will be entitled to deduct any amount payable to the firm and assign the work to any other firm only after recommendation/ direction and subsequent approval by the NEPRA.

4. Termination

4.1 Notwithstanding anything herein contained the Client shall be exclusively entitled to terminate this Agreement only after approval/ recommendation of the NEPRA:

- a. Without advance notice, in case the Consulting Firm is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services;
- b. Without cause, by giving three (07) days advance written notice to the Firm.
- c. If the services do not meet the specifications, quality, terms & conditions mentioned in bidding documents or this Agreement
- d. In case of such termination, the firm shall only be paid for services actually rendered up to the date of termination, and any advance payment in respect of Services, not performed or in respect of period

falling after the effective date of termination shall be refunded by the firm within seven (20) days.

5. Charges

5.1 In consideration of the rendition of the Services by the Consultant, the Client shall pay the Consultant charges as specified in 'Payment Methodology' upon the complete satisfaction of the NEPRA reproduced hereunder. However, the payment for final year shall be made upon issuance of a completion certificate from the NEPRA. Client shall be bound to release payment to Consultant as and when directed by the NEPRA upon completion of every year's assessment/ verification report to be submitted by the Consultant.

5.2 Keeping in view the seven years investment plan and subsequent seven annual audit reports, following will be the payment mechanism:

- ❖ 01st year - 15% of the total amount;
- ❖ 02nd to 06th year - 13% of the total amount each year;
- ❖ 07th year - 20% of the total amount.

5.3 The consultant's fee payment for consultancy will be in accordance with stages mentioned in TORs and payments given above subject to recommendation and satisfaction of the NEPRA .

5.4 Final payment will be made after successful completion of services and on recommendations of the NEPRA and upon issuance of completion certificate.

5.5 All amounts paid to the Consultant as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Client to be adequate and sufficient consideration for the rendition of Services by the Consultant.

5.6 All payments to be made by the Client to the Consultant shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Consultant.

6 Penalty

In case the assessment/ verification is not completed within stipulated time period due to reasons ascribable to the consultant, a penalty of 0.1 percent per day of the total consultancy fee for respective year. Delay period due to reasons beyond the control of consultant will not be considered as delayed.

7. Invoice

7.1 The Consultant shall submit its Invoice in accordance with the rates/charges specified in tender documents hereto to the Client with a copy to NEPRA.

7.2 The Consultant shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its allocated resource who shall be deputed for the Services.

7.3 Any losses/damages suffered by the Client due to omission on the part of the Consultant, his staff/employees to abide by this condition shall be the sole liability of the Consultant and it may result in termination of the Agreement by the Client at its sole discretion.

8. Earnest Money

8.1 Earnest money/Bid security of 5% of the bid value is to be provided to the Client after pre-qualification of the Consultant/ Consulting firm(s).

- 8.2 Earnest money/Bid security of the successful bidder shall be released after furnishing the performance security of 10% of the bid value.

9. Confidentiality

The Consultant, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Consultant and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project.

10. Certification:

The Consultant shall provide a certificate on completion of audit that all services have been provided as per the Client's requirement / EOI documents.

11. Indemnification

The Consultant shall indemnify and hold harmless the Client, its Chairman, Directors, Member, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Consultant or his employees, personal, agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

12. Resolution of Disputes

- a. All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to: (i) Grievance & Redressal Committee (GRC) of the NEPRA for amicable settlement/resolution of the dispute at the first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the NEPRA Chairman through the Director General (Administration). The decision of the NEPRA Chairman to settle the issue amicably will be final and binding on both parties. (iii) In the event of failure of amicable settlement of the dispute as above, either party may refer the dispute to Arbitration under the provisions of the Arbitration Act, 1940, and the rules issued thereunder, at Islamabad, Pakistan.

13. Force Majeure Event

- a. Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.
- b. For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement. 12.3 The Party initially affected by a Force Majeure shall promptly but not later than fourteen (14) days following the Force Majeure event notify the other Party of the estimated extent

and duration of its inability to perform or delay in performing its obligations (“**Force Majeure Notification**”). Failure to notify within the afore-said period shall disentitle the Party suffering the Force Majeure from being excused for non-performance for the period for which the delay in notification persists.

- c. Upon cessation of the effects of the Force Majeure the Party initially affected by a Force Majeure shall promptly notify the other of such cessation.

14. Governing Law

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan. All activities and deliverable under this agreement must comply with NEPRA guidelines and relevant Pakistani laws and regulations.

15. Waiver

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

16. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

17. Amendment

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

18. Assignment

This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing.

19. Annexures

All annexures of the EOI documents and **Nondisclosure Agreement** are integral part of this Agreement and has to be read and construed as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands the day, month and year first above written.

For and Behalf of Client	For and on Behalf of Consultant Firm/ JV
By: _____	By: _____
Name: _____	Title: _____
Title: _____	Name : _____
Signature: _____	Signature : _____
Date: _____	Date : _____

Witnesses

1. _____
Name _____
CNIC _____

2. _____
Name _____
CNIC _____

Non-Disclosure Agreement

This Non-Disclosure Agreement (this “Agreement”) is made on this the day of,2024 by and between:

First Party: **K-Electric Limited** (hereinafter referred to as the “KEL”) has been granted a transmission license (No. **02/TL/2010**) and distribution license (No. **09/DL/2003**) by the National Electric Power Regulatory Authority (NEPRA) pursuant to Sections 20 read with 21 and 25 of the NEPRA Act, 1997 (“Act”)

and

Second Party: **Consultant Firm Concerned**

The First Party and the Second Party shall hereinafter be referred to collectively as “the Parties” and each individually as “the Party”.

WHEREAS, the Parties have successfully negotiated and are likely to enter into a working relationship, whereby the First Party shall hire the services of the Second Party for the period

WHEREAS, both Parties agree and acknowledge that during the course of the Assignment, the Parties shall become aware of information related to each other’s business, which might fairly be considered to be of confidential nature including, but not limited to, methods, practices and procedures with which the Parties conduct their respective businesses, Internal working, decisions or SOPs which are not Public documents, strategies in dealing with the Operators, Licensees etc, the Know-How, information pertaining to its principals, pricing policy, commercial relationship, negotiations or parties’ projects, affairs, finances or any information in respect of which the parties are bound by an obligation of confidentiality to any third party.

The Consulting Firm/ JVs hereby agrees and acknowledges that:

1. That during the course of consultancy agreement with National Electric Power Regulatory Authority (NEPRA), there may be disclosed and access to confidential and proprietary information of the Authority. This information includes, but is not limited to, licensee lists, contract terms, methods of operation, specifications, know how, and financial information etc.
2. Under the terms this Confidentiality Agreement the Consultant is under an obligation to keep all such information that is disclosed in the course of the consultancy contract with KEL, confidential and not to use it to the detriment of the KEL. In particular, you may not use it for, or disclose it to, any new employer.
3. Any unauthorized disclosure or use of the KEL’s confidential information could lead to litigation against you and any new employer. Request is hereby made that you confirm to the undersigned that you have not, and will not, disclose or use any confidential information of the KEL nor will you interfere with the KEL’s existing contractual arrangement.
4. As used in this Agreement, the term “Confidential and Proprietary Information” means all Technical, Financial and/or such information described in paragraphs 1 to 3 above. Confidential Information includes not only the information itself, but also all documents containing such information with regard to the internal working and any and all such information maintained in electronic or other form. For purposes of this Agreement, Confidential Information shall not

include any (i) information which is publicly known or (ii) becomes publicly known and made generally available after disclosure the Consultant/Advisor, through means other than breach of obligations under this Agreement.

5. I agree that upon termination of the Consultancy Agreement by the KEL upon approval/ recommendation of NEPRA:

a. I shall return to KEL all documents and property of KEL, even if not marked "confidential" or "proprietary," including but not necessarily limited to: drawings, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to KEL, or in any way obtained by me during the course of the Consultancy Agreement. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

b. The NEPRA Authority may notify any future or prospective employer or third party of the existence of this Agreement. The Authority shall be entitled to injunctive relief for any or threatened breach of this Agreement, in addition to all other available remedies, including the recovery of monetary damages.

c. This Agreement shall be binding upon me and my personal representatives and successors in-interest.

6. All questions with regard to the interpretation and enforcement of any provision of this Agreement shall be determined by the NEPRA Authority.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date below:

First Party For <u>K-Electric Limited</u>	Second Party For Consultant Firm
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Witnesses

Witness 1: Name: ----- CNIC: -----	Witness 1: Name: ----- CNIC: -----
Witness 2: Name: ----- CNIC: -----	Witness 2: Name: ----- CNIC: -----