

EXPRESSION OF INTEREST (EOI)

PREQUALIFICATION OF TECHNICAL CONSULTANTS

Tender No. PMPL/TC/01



Head of HR/Admin/CSR
Pakistan Minerals Private Limited
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PREQUALIFICATION OF TECHNICAL CONSULTANTS**SECTION-1 (LETTER OF INVITATION)**

Pakistan Minerals Private Limited (PMPL) is a key player in the Reko Diq Project, focused on the development of one of the world's largest copper-gold deposits. This initiative stands to contribute significantly to the long-term economic and social prosperity of Pakistan, particularly within the province of Balochistan. PMPL is a joint venture of three of the country's foremost Oil & Gas Exploration and Production Companies: Oil & Gas Development Company Limited (OGDCL), Government Holdings Private Limited (GHPL), and Pakistan Petroleum Limited (PPL).

PMPL is seeking applications from experienced consultants or consultancy firms to establish a panel of pre-qualified technical consultants. The applicants should possess comprehensive knowledge and skills in the following areas of expertise in **porphyry copper-gold mining**:

- i. Mineral Resource Management
- ii. Mine Design / Geotechnical
- iii. Mineral Processing / Metallurgy
- iv. Hydrology / Water Resource Management
- v. Geothermal Energy
- vi. Environmental Impact Assessment

The prequalification document, containing detailed instructions and terms and conditions, can be accessed at <https://www.ghpl.com.pk/PMPLtenders>.

Applications prepared in accordance with the instructions provided in the prequalification document must reach PMPL on or before 1600 hours (PST), 06 September 2023. Applications have to be submitted via email to (procurement@ghpl.com.pk).

SECTION-2 (INSTRUCTIONS TO APPLICANTS)

This section aims to provide applicants with the necessary information for preparation and submission of their Applications.

A. PREPARATION OF PROPOSALS

1. Applicants can download the Prequalification Document from the provided webpage link. Following this, applicants are required to send an acknowledgment to PMPL via email at (procurement@ghpl.com.pk). This acknowledgment must include the full contact details of a designated representative from the applicant's side. PMPL will share all subsequent communications with this representative.
2. Applicants are required to select one or more areas of expertise from the list available in Annex-A. Applications will be evaluated based on these selected areas.
3. Applicants must provide all information and supporting documents as specified in Form-1, Form-2, Form-3, and Form-4 available in Annex-A of the prequalification document.
4. Applicants may request clarification on any aspect of this pre-qualification document in writing via email, up to the Application submission deadline.
5. All correspondence should be in writing and conducted via email.
6. The official language for applications is English. If any literature provided by the applicant is in another language, it must be accompanied by an English translation for the purpose of interpretation.

B. SUBMISSION OF BIDS

1. Applicants are required to submit their Applications digitally. They must submit their Applications through their official email address (procurement@ghpl.com.pk) on or before 1600 hours (PST), 06 September 2023. Applicants are responsible for ensuring the timely submission of their Applications. Late Applications will not be considered. Applications shall be opened on the same day at 1630 hours (PST).
2. Applications should be submitted in non-editable PDF format. If the file size of the Application is large, it can be sent in multiple parts, each clearly numbered.
3. The costs and expenses associated with the preparation and submission of the Applications will be borne by the applicants. PMPL will not be responsible or liable for those costs.
4. PMPL reserves the right to amend the pre-qualification document at any point before the deadline for submission of Applications. Any amendments will be shared in writing and will be binding on the applicants.
5. PMPL may extend the deadline for the submission of Applications at its sole discretion. In such a case, all rights and obligations previously subject to the deadline will adhere to the new deadline.
6. After submission, but before the deadline, applicants may modify or withdraw their Applications by sending a written notice to PMPL.
7. As part of the Application, applicants must provide an affidavit in accordance with Annex A: Form-4.

C. MISCELLANEOUS

1. Applications will be evaluated based on the Evaluation Criteria provided in Section-3. Incomplete Applications or those failing to meet the criteria may lead to disqualification from the current prequalification process.
2. PMPL will not be responsible for any errors, omissions, or inaccuracies in the provided information, nor any resulting losses. By submitting an Application, the applicant acknowledges that they bear all risks related to the accuracy of the provided information.
3. Applicants are responsible for conducting their own due diligence and may not rely on any statement by PMPL as being completely accurate or reliable. By submitting an Application, the applicant agrees to these terms.

4. PMPL may terminate this pre-qualification process at any stage without incurring any liability and without providing any reason, in compliance with the Public Procurement Rules, 2004, and the Procurement of Consultancy Services Regulations, 2010 of Pakistan.
5. The applicants must comply with all local laws of the Islamic Republic of Pakistan.

SECTION-3 (EVALUATIONS)

1. The Pre-Qualification Committee will evaluate the applications according to the Evaluation Criteria stated herein. Any discrepancies in the documents provided in the application or any misrepresentation may lead to the disqualification of the applicant.
2. For each of the six areas of expertise (Mineral Resource Management, Mine Design / Geotechnical, Mineral Processing / Metallurgy, Hydrology / Water Resource Management, Geothermal Energy, and Environmental Impact Assessment) for which the applicant intends to be prequalified, applicants should submit separate applications in line with the format of application submission provided in Annex-A.
3. For each of the six areas of expertise, the consultancy firm/organization will be judged based on the scale and similarity of the projects completed in the past.
4. Applicants in each area of expertise related to **porphyry copper-gold mining** will be evaluated based on the following criteria:

Mineral Resource Management

- Team of Competent/Qualified Person(s) for managing porphyry copper deposits.
- Internationally recognized certifications or memberships in relevant professional organizations.
- International experience in managing medium (>500mtonnes ore) to large (>1 btonnes ore) size porphyry copper projects.
- Proven track record of performing mineral resource and reserves estimation as per NI-43-101 / JORC or equivalent codes.
- Use of the latest technologies/software for 3D block modeling for resource management and optimization.

Mine Design / Geotechnical

- Team of Competent/Qualified Person(s) in the field of porphyry copper systems for open pit mine designs/planning and its engineering
- Internationally recognized certifications or memberships in relevant professional organizations.
- Portfolio of successful mine design projects for managing medium (>500mtonnes ore) to large (>1 btonnes ore) size porphyry copper deposits.
- Experience with geotechnical analysis software and applications.
- Experience in managing geotechnical risks and ensuring safety.

Mineral Processing / Metallurgy

- Team of qualified/competent Metallurgist, Chemical Engineering to handle copper sulphide ore processing SAG/HPGR and floatation techniques including Coarse Particle Floatation.
- Proven experience in processing design and metallurgical operations, preferably copper/gold extraction.
- Knowledge of latest processing technologies and trends.
- Experience in process optimization and cost reduction.
- Recognized certifications or memberships in relevant professional organizations.

Hydrology / Water Resource Management

- Qualified team in Hydrology, Environmental Engineering, or a related field.
- Recognized certifications or memberships in relevant professional organizations.
- Experience in baseline investigation for long life mining projects, especially in areas with similar climatic/geological conditions.
- Expertise in hydrological studies, infrastructure and dewatering for large scale projects.
- Experience in desalination, pumping and pipelines in desert/remote areas.
- Track record of water resource management and developing sustainable water use strategies for large scale mining projects.

Geothermal Energy

- Qualified team in Geology, Geoengineering, or related field.
- Recognized certifications or memberships in relevant professional organizations.
- Experience in geothermal energy projects, especially in a mining context.
- Knowledge of latest technologies and trends in geothermal energy.
- Proven ability to design and implement energy-efficient systems.

Environmental Impact Assessment

- Qualified team in Environmental Science, Environmental Engineering, or a related field.
- Recognized certifications or memberships in relevant professional organizations.
- Proven experience in conducting comprehensive Environmental Impact Assessments (EIAs) for long life mining projects.
- Familiarity with local and international environmental regulations and standards.
- Proven track record in mitigation strategy development.

5. The weights assigned to the experience of consultancy firms/organizations and the experience/qualification of the team are broken down as follows:

Criteria	Weight
Firm/Organization's Relevant Experience (Scale of the projects and similarity with Reko Diq)	30%
Team's Academic Background (Professional degrees and certifications)	30%
Team's Relevant Experience (Scale of the projects and similarity with Reko Diq)	40%
Total:	100%

6. Utilizing the above-mentioned weights, PMPL will rank the received applications in accordance with the evaluation criteria provided in para-4. Applicants must score at least 70% to be considered pre-qualified for a certain area of expertise.
7. Only successfully completed projects will be considered for evaluation. Incomplete projects may also be considered under special circumstances, subject to the submission of letters of recommendation from the client, outlining the completed and pending tasks/activities.
8. With pre-qualified applicants, PMPL will sign the contract (Framework Agreement) in line with the format provided in Section-4. Terms of the contract may be changed with mutual agreement. PMPL may consider, however, it will not be obligated to accept any changes requested by the Applicant.
9. PMPL will assign tasks/responsibilities to the pre-qualified applicants on an as-and-when-required basis, using the concept of a 'Task Order'. A 'Task Order' is a document detailing specific services that the pre-qualified applicant is to perform under the terms of the contract. The Task Order will be issued on the basis of quality and cost pursuant to prescribed procurement processes.
10. In addition to the provided information in the application, PMPL may seek further clarifications from applicants if necessary during the evaluation process.

SECTION-4 (TERMS OF REFERENCE)**CONSULTING SERVICES FRAMEWORK AGREEMENT**

This agreement (hereinafter “Framework Agreement”), for the provision of consultancy services for the Reko Diq Project, is made on [●] 2023 (“**Execution Date**”), by and between

Pakistan Minerals (Private) Limited having its principal place of business located at 5th Floor, Petroleum House, Ata Turk Avenue, Sector G-5/2, Islamabad, hereinafter referred to as “**PMPL**” or “**Principal**”) and shall include, where the context so permits, its successors-in-interest and permitted assigns;

AND

[●] having its principal place of business located at [●], hereinafter referred to as the “**Consultant**” or “**Contractor**” and shall include, where the context so permits, its successors-in-interest and permitted assigns.

PMPL and the Consultant shall hereinafter be referred to collectively as the “**Parties**” and individually as the “**Party**”.

Recitals

Whereas:

1. PMPL requires certain consulting and other professional services and related deliverables as defined in this Framework Agreement from time to time.
2. The Consultant has represented that it possesses the requisite knowledge, experience and resources to perform and provide the services as specifically defined in this Framework Agreement and is ready, willing, and able to undertake the duties and obligations set forth in this Framework Agreement as required by PMPL from time to time.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED IN THIS FRAMEWORK AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Term

The term of this Framework Agreement shall be three (03) years commencing from the Execution Date. Any Task Orders issued during the validity period of this Framework Agreement shall not be affected by the expiry of this Framework Agreement and shall remain valid until their completion. This Framework Agreement may be further extended at the discretion of PMPL.

2. Scope of Work

Within the frame of the Consultant’s portfolio for the provision of consultancy services in the mine industry, the scope of work / services / assignments / tasks required to be performed under this Framework Agreement by the Consultant are outlined below:

- (i) Mineral Resource Management
- (ii) Mine Design/Geotechnical
- (iii) Mineral Processing/Metallurgy
- (iv) Hydrology/Water Resource Management
- (v) Geothermal Energy
- (vi) Environmental Impact Assessment
- (vii) Any other work ancillary to, connected with or essential for any of the above

3. Task Order

- 3.1. *Specific scope of individual assignments will be agreed in advance between PMPL and the Consultant and confirmed by the execution of a written Task Order duly signed by the Parties. The Task Order shall typically include:*
- Description and scope of assignment;
 - Place of work;
 - Objectives;
 - Deliverable(s);
 - Programme or timelines;
 - Consultant's personnel to be utilized and estimate of respective inputs by man-hours;
 - Estimate of reimbursable expense items.
- 3.2. *PMPL may, as and when it deems required and on the basis of quality and cost pursuant to prescribed procurement processes, issue a notice for a specific assignment to the Consultant along with a draft Task Order specifying the date by which the Consultant shall be required to finalize and execute the Task Order.*
- 3.3. *Depending on the scope of work as per the Task Order, the Consultant shall employ appropriate technical experts. Specifics of the assignment/task shall be discussed between the Parties. Any change in the scope/deliverables/costs shall be agreed in advance and an amended Task Order in writing shall be executed.*
- 3.4. *The Consultant acknowledges and confirms that this Framework Agreement does not and shall not create any financial or legal liability or obligation on PMPL unless a specific Task Order has been executed between the Parties based on the terms and conditions as stipulated in this Framework Agreement.*

4. Hourly Rates and Payment Terms

- 4.1. *PMPL and Consultant will agree on an estimate of personnel requirements and respective inputs for each assignment undertaken under this Framework Agreement prior to commencement, through execution of a Task Order. Hours worked will be recorded by each expert/consultant employee/subcontractor in time sheets. The Parties will define in each Task Order the frequency and the contact details of the person on PMPL side to whom the submission of the time sheets shall take place. In the absence of such a definition in the Task Order the Consultant shall submit the time sheets on a monthly basis to PMPL.*
- 4.2. *The Consultant shall provide its services for the following hourly professional rates:*
- Man-hourly rates**

Resource	Hourly Fees @ [[●]/h]
Principal Expert	[●]
Project Manager	[●]
Senior Expert	[●]
Expert	[●]
Technical Backup	[●]

- 4.3. *Other than the professional fee, costs (such as for travel, accommodation or subsistence etc.) which may be incurred by the Consultant in the performance of the scope of services and other work incidental to any assignments under this Framework Agreement will be called Reimbursable Expenses. The Consultant shall, prior to incurring any such expenses, specifically inform PMPL and shall incur such expenses only after the approval by PMPL in writing. Any Reimbursable Expenses will be charged at actual upon providing evidence.*

4.4. *Subject to the terms or modifications agreed under a Task Order: (i) invoices shall be issued by the Consultant on completion of pre-agreed milestones of an assignment, upon acceptance of the required services by the Principal under a Task Order; and (ii) payment under a Task Order shall be made by the Principal within eight (8) weeks of issuance of an invoice being duly issued by the Consultant, into the Consultant's designated bank account as below. The Consultant shall promptly inform PMPL of any change in the designated bank account. All payments shall be subject to withholding of taxes if so required under the applicable law.*

4.5. *Consultant's address notification is:*

Company: [●]
 Address: [●]
 Telephone: [●]
 Fax [●]
 Email: [●]

Consultant's bank details are:

Bank: [●]
 Bankcode: [●] SWIFT: [●]
 Account: [●] IBAN: [●]

5. Duty to cooperate

5.1 *PMPL will:*

- 5.1.1 give free access to all documentation and data that may be reasonably required by the Consultant to fulfill a Task Order.
- 5.1.2 make arrangements or bear the cost of adequate transportation and accommodation required by the Consultant if any travel is required to perform a certain assignment. The Consultant shall seek PMPL's prior approval for incurring such costs.
- 5.1.3 furnish, without charge and prior to the beginning of the assignment under a specific Task Order, all authorizations and permits required to perform the work.
- 5.1.4 provide local security during site visit, if needed. A security management plan will be set up and agreed upon, if the area to be visited is listed or marked as security sensitive area by the Government of Pakistan.

6. Duty of Care

- 6.1. *The Consultant shall exercise reasonable skill, care and diligence in the performance of its services and shall be responsible for the sound, competent and timely completion of the assigned scope/deliverables according to the accepted rules and state of technology.*
- 6.2. *The Consultant staff shall be obligated to strict confidentiality towards third parties on any facts brought to their knowledge. The Consultant shall take prior approval of PMPL before disclosing any information/document related to the project to any third party.*

7. Team

- 7.1. *Based on the capabilities, expertise and competence, the Consultant has proposed to depute a team comprising the following members:*

- [●] (Team Leader/[area of expertise])
- [●] (Principal [area of expertise])
- [●] ([area of expertise])
- [●] ([area of expertise])
- [●] ([area of expertise])
- [●] ([area of expertise])
- [●] ([area of expertise])
- [●] ([area of expertise])
- [●] ([area of expertise])
- [●] ([area of expertise])
- [●] ([area of expertise])
- [●] ([area of expertise])
- [●] (Principal Expert)

7.2. *CVs of the Consultant’s team members will be shared with PMPL. Should it become necessary to substitute any of the above team members, then the Consultant will notify PMPL in advance of such proposed replacement and ensure that such replacement has at least the same level of expertise and experience.*

7.3. *Consultant shall remove from the performance or supervision of services each employee of Consultant (or its contractors or subcontractors) that PMPL finds objectionable. No provision of this Framework Agreement shall be interpreted or construed to preclude PMPL from retaining other persons or entities to perform work or services similar to the services specified.*

8. Conflict of Interests

The Consultant confirms that it does not have any conflict of interest that may affect its ability to undertake the scope of work under this Framework Agreement. The Consultant shall repeat this confirmation at the time of signing of each Task Order. The Consultant shall promptly inform PMPL of any situation which may give rise to a conflict of interest.

9. Dispute Resolution

9.1. *This Framework Agreement and any or all Task Orders executed under this Framework Agreement shall be governed and construed under the laws of Pakistan.*

9.2. *Any dispute arising out of or in connection with this Framework Agreement or any Task Order hereunder, including any question regarding its existence, validity or termination, which is not amicably settled between the Parties through negotiations within thirty (30) days of notice of such dispute by either Party, the dispute shall be exclusively and finally settled under the Arbitration 1940 by three (3) arbitrators, whereby each Party shall appoint one arbitrator and the two (2) arbitrators shall appoint an umpire. The award rendered by the arbitrators shall be final and binding. The seat and venue of arbitration shall be Karachi, Pakistan. The language of the arbitration shall be English.*

IN WITNESS WHEREOF, the Parties hereto have signed this Framework Agreement on the date first written above.

Signatures

For and on behalf of:
Pakistan Minerals (Private) Limited.

For and on behalf of:
[●]

.....
Name:

.....
Name:



Designation:

Location:

Witnesses:

Designation:

Location:

1. Signature: _____

Name:

Passport/CNIC No.:

2. Signature: _____

Name:

Passport/CNIC No.:

ANNEX-A: FORMAT OF APPLICATION SUBMISSION

FORM-1: COVER LETTER PREQUALIFICATION APPLICATION FOR TECHNICAL CONSULTANCY SERVICES

Head of HR/Admin/CSR
Pakistan Minerals Pvt Ltd
5th Floor, Petroleum House,
Ataturk Avenue, G-5/2,
Islamabad, Pakistan

Subject: **APPLICATION FOR PARTICIPATION IN THE PREQUALIFICATION PROCESS FOR TECHNICAL CONSULTANTS FOR PAKISTAN MINERALS PVT LTD**

Dear Sir,

This is with reference to your Expression of Interest wherein you have invited applications for the prequalification process of technical consultants. In accordance with the prequalification document uploaded on your website, we would like to submit our application for the following areas of expertise related to the mining of **Copper-Gold porphyry deposits**:

Area of Expertise	Application Submitted (Yes / No)
Mineral Resource Management	
Mine Design / Geotechnical	
Mineral Processing / Metallurgy	
Hydrology / Water Resource Management	
Geothermal Energy	
Environmental Impact Assessment	

We confirm that we have thoroughly read the Prequalification Document, and we agree to the terms and conditions, including those stated in the Contract Form. We are submitting our application per the above table and the guidelines provided in Section-2 of the Prequalification Document. Our application remains valid for six months from the date of proposal submission.

Yours Sincerely,

Authorized Signatory(ies): _____

Designation, Company: _____

Date: _____

FORM-2: INFORMATION FOR EVALUATION OF THE CONSULTANCY FIRM/ORGANIZATIONArea of Expertise: **[To be filled by the Applicant – Write any one of the six areas of expertise]**

Project Title	Client	Project Description	Evidence Enclosed (Yes/No)
Project-A			
Project-B			
Project-C			

Attachments of this Form: Evidence of experience in the form of official correspondence, certificates, contracts etc.

Note from PMPL: Evidence must be attached in an organized manner for convenience in evaluation.

FORM-3: INFORMATION FOR EVALUATION OF THE TEAM

Area of Expertise: **[To be filled by the Applicant – Write any one of the six areas of expertise]**

Team Member	Education	Projects Experience	Evidence of Experience Enclosed (Yes/No)
Team Member-1 Name (Designation)	Degrees and certifications	<ul style="list-style-type: none"> • Project-A • Project-B • Project-C 	
Team Member-2 Name (Designation)	Degrees and certifications	<ul style="list-style-type: none"> • Project-A • Project-B • Project-C 	
Team Member-3 Name (Designation)	Degrees and certifications	<ul style="list-style-type: none"> • Project-A • Project-B • Project-C 	

Attachments of this Form: Evidence of experience in the form of official correspondence, certificates, contracts etc.

Note from PMPL: Evidence must be attached in an organized manner for convenience in evaluation.

FORM-4: AFFIDAVIT

Head of HR/Admin/CSR
Pakistan Minerals Pvt Ltd
5th Floor, Petroleum House,
Ataturk Avenue, G-5/2,
Islamabad, Pakistan

Subject: **APPLICATION FOR PARTICIPATION IN THE PREQUALIFICATION PROCESS FOR TECHNICAL CONSULTANTS FOR PAKISTAN MINERALS PVT LTD**

Dear Sir,

We refer to your Expression of Interest inviting applications for the prequalification process of technical consultants. We, the undersigned, hereby certify and confirm:

- a. That our firm, including any consortium partner(s), has not been blacklisted by any Government / Semi-Government / Autonomous body/ Public Sector Company/ Corporation or any private sector company;
- b. That all documents and information provided in our Application are accurate and factual to the best of our knowledge and belief;
- c. That our firm, along with its affiliates (if any), has never been involved in any corrupt, fraudulent, or collusive practices in the procurement of contracts.

We understand that any misrepresentation in this regard may lead to our disqualification from the prequalification process and/or penal action according to the laws of the Islamic Republic of Pakistan.

We appreciate your consideration of our Application and look forward to your positive response.

Yours Sincerely,

Authorized Signatory(ies): _____

Designation, Company: _____

Date: _____

ANNEX-B: DOCUMENTS CHECKLIST

Sr No.	Description	Enclosed (Yes / No)
01	Company profile	
02	Form-1	
03	Form-2* (with attachments)	
04	Form-3* (with attachments)	

* Submit separate Form-2 and Form-3 for each application. Each application should correspond to one of the six areas of expertise.