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**CONTRACT FOR CONSULTANT'S SERVICES  
Time-Based**

**Project Name : Balakot Hydropower Development Project**

**Loan No. Proposed 49055-002 PAK**

**between**

**PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION**

**AND**

**JOINT VENTURE OF**

**DOLSAR Engineering Inc. Co. (Turkey)  
AGES Consultants (Pakistan)  
BAK Consulting Engineers (Pakistan)  
Civ Tech Associates, Pakistan (Pakistan)  
Electra Consultants (Pakistan), and  
Techno Legal Consultants (Pvt.) Limited (Pakistan)**

*September*

**Dated: August 2020**

*13 P.F. 6*      *Mirza*      *For*      *2*      *⊗*      *✓*

## I. Form of Contract

### TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made on the 3<sup>rd</sup> day of the month of September, 2020, between, on the one hand, Pakhtunkhwa Energy Development Organization (hereinafter called the "Client") and, on the other hand, Joint Venture of DOLSAR Engineering Inc. Co. (Turkey) Lead Firm, AGES Consultants (Pakistan), BAK Consulting Engineers (Pakistan), Civ Tech Associates, Pakistan (Pakistan), Electra Consultants (Pakistan), and Techno Legal Consultants (Pvt.) Limited (Pakistan) (hereinafter called the "Consultant").

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract; and
- (c) the Client has applied for a loan from the Asian Development Bank: toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations]; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1: Anticorruption Policy);
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Remuneration Cost Estimates
    - Appendix D: Other Expenses, Provisional Sums and Contingency Cost Estimates
    - Appendix E: Not Used
    - Appendix F: Addendum 1 and 1st Clarification
    - Appendix G: 2nd Clarification
    - Appendix H: Minutes of Negotiation Meeting

*Handwritten signature/initials: d3 + G.H.*

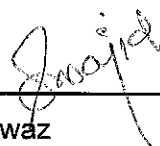
*Handwritten initials/signatures: J.M., S.V., e, and a circled mark.*

If there is any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names on the day and year first above written.


For and on behalf of Pakhtunkhwa Energy Development Organization (PEDO)

Signature :  **Project Director  
Balakot HPP**  
Name : Wajid Nawaz  
Title : Project Director, Balakot HPP

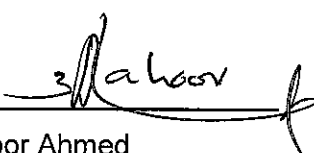
For and on behalf of each of the members of the Consultant

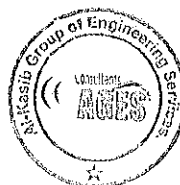
Joint Venture of DOLSAR Engineering Inc. Co. (Turkey), AGES Consultants (Pakistan), BAK Consulting Engineers (Pakistan), Civ Tech Associates, (Pakistan), Electra Consultants (Pakistan), and Techno Legal Consultants (Pvt.) Limited (Pakistan)

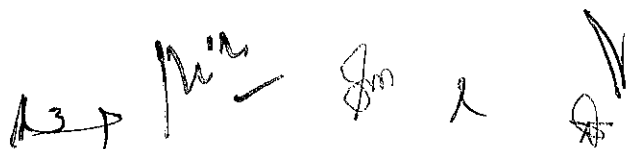
DOLSAR Engineering Inc. Co.

Signature :  **DOLSAR  
ENGINEERING INC. CO.  
MÜHÜRÜNDİSLİK A.Ş.**  
Name : Cem Aker  
Title : International Projects Coordinator /  
Authorized Representative of JV

AGES Consultants

Signature :   
Name : Zahoor Ahmed  
Title : Partner

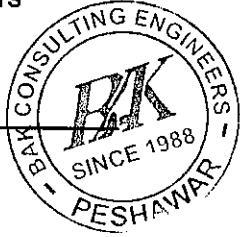




BAK Consulting Engineers

Signature : 

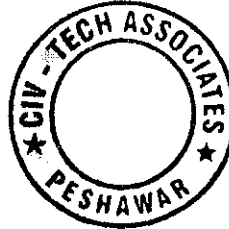
Name : Arsalan Haider  
Title : Partner



Civ Tech Associates

Signature : 

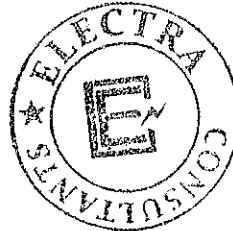
Name : Faisal Arbab  
Title : Chief Executive




Electra Consultants

Signature : 

Name : Sajjad Khan  
Title : Managing Director



Techno Legal Consultants (Pvt.) Limited

Signature : 

Name : M. Mazhar-ul-Islam  
Title : Chief Executive



