

**STANDARD BIDDING DOCUMENT  
REQUEST FOR PROPOSAL (RFP)**

**Procurement of Consulting  
Firm**

**For**

**Installation Supervision of 200kw Solar System in  
Bahawalpur**

.....

**Quaid-e-Azam Solar Power (Pvt) Ltd**

**09<sup>th</sup> October, 2023**

## **TABLE OF CONTENTS**

### **Contents**

PART I.....	4
Section 1. Instructions to Consultant (ITC) .....	4
A. General Provisions .....	4
1. Definitions.....	4
2. Introduction .....	5
3. Conflict of Interest .....	6
4. Unfair Competitive Advantage .....	7
5. Corrupt and Fraudulent Practices.....	7
6. Eligibility .....	8
<b>B. Preparation of Proposals .....</b>	<b>9</b>
7. General Considerations .....	9
8. Cost of Preparation of Proposal .....	10
9. Language .....	10
10. Documents Comprising the Proposal.....	10
11. Only One Proposal .....	10
12. Proposal Validity.....	10
13. Clarification and Amendment of RFP.....	11
14. Preparation of Proposals – Specific Considerations .....	12
15. Technical Proposal Format and Content .....	12
16. Financial Proposal.....	12
<b>C. Submission, Opening and Evaluation .....</b>	<b>13</b>
17. Submission, Sealing, and Marking of Proposals.....	13
18. Confidentiality .....	14
19. Opening of Technical Proposals .....	14
20. Proposals Evaluation.....	15
21. Evaluation of Technical Proposals.....	15
22. Financial Proposals for QBS.....	15
23. Public Opening of Financial Proposals (for QCBS and LCS methods).....	15
24. Correction of Errors .....	16
25. Taxes .....	17
26. Conversion to Single Currency .....	17
D. Negotiations and Award.....	19
Section 2. Instructions to Consultant (ITC) .....	21
E. Data Sheet.....	21
Section 3. Technical Proposal – Standard Forms.....	29
<b>TECHNICAL PROPOSAL .....</b>	<b>33</b>
Section 4. Financial Proposal - Standard Forms .....	42

Section 5. Eligibility ..... 53

Section 6. Terms of Reference (TORs)..... 54

PART II – DRAFT CONTRACT ..... 58

Section 7. Lump-Sum Contract (with GCC and SCC) ..... 58

## **PART I**

### **Section 1. Instructions to Consultant (ITC)**

#### **A. General Provisions**

##### **1. Definitions**

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Rules” means the Punjab Procurement Rules 2014 (amended time to time) governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- (d) “Client” means the procuring agency that signs the Contract for the Services with the selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) “Data Sheet” means an integral part of the Instructions to Consultant (ITC) Section 2 that is used to reflect specific conditions to supplement assignment, but not to overwrite, the provisions of the ITC.
- (h) “Day” means a calendar day.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) “Government” means the Government of the Punjab.
- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to

the Client for the performance of the Contract.

- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultant that provides the Consultants with all information needed to prepare their Proposals.
- (n) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (q) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants.
- (r) “Services” means the work to be performed by the Firm pursuant to the Contract.
- (s) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (t) “TORs” (this Section 6 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

### 3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Procuring Agency.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

#### a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a Consultant that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

#### b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

#### c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a

close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency the selection process and the execution of the Contract.

#### **4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

#### **5. Corrupt and Fraudulent Practices**

5.1 (a) For the purpose of this provision, the terms set forth below are defined as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) “collusive practices” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
- (v) “obstructive practice” is deliberately destroying,

falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client's inspection and audit rights.

- (b) The Client will reject a proposal for award if it determines that the Consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) The Client will declare misprocurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question;
- (d) The Client will sanction a Consultant at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such Consultant ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a nominated<sup>1</sup> sub-consultant, supplier, or service provider of an otherwise eligible Consultant being awarded a Government-financed contract.

5.2 In further pursuance, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Procuring Agency to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Procuring Agency.

## **6. Eligibility**

6.1 The Procuring Agency permits Consultants, including Joint Ventures and their individual members to offer services.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers

---

<sup>1</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the firm in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the firm's proposal for the particular services.



and/or their employees meet the eligibility requirements as established in the Applicable Rules.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

**a. Sanctions**

6.3.1 A Consultant sanctioned by the Government in accordance with the above Clause 5.1 shall be ineligible to be awarded a contract, or otherwise, during such period of time as the Government shall determine. The list of debarred/blacklisted Consultants is available at the electronic address specified in the **Data Sheet**.

**b. Prohibitions**

6.3.2 Consultants and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligibility).

**c. Government-owned Enterprises**

6.3.3 Government-owned enterprises or institutions shall be eligible if they (i) are legally and financially autonomous, and (ii) operate under commercial law.

**d. Restrictions for public employees**

6.3.4 Government officials and civil servants of the are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

## **B. Preparation of Proposals**

**7. General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the

Proposal.

8. **Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Firm and the Client, shall be written in the language(s) specified in the **Data Sheet**.
10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking to observe, in competing for and executing a contract, laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. **Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
12. **Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance

with Clause 5 of this ITC.

**a. Extension of Validity Period**

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of Key Experts at Validity Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

**c. Sub-Contracting**

12.9 The Consultant shall not subcontract the whole of the Services.

**13. Clarification and Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. If the Client deems it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

- 14. Preparation of Proposals – Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 N/A
- 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.
- 14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
- 15. Technical Proposal Format and Content**
- 15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
- 16. Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- a. Price Adjustment**
- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for local inflation for remuneration

rates applies if so stated in the **Data Sheet**.

- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### C. Submission, Opening and Evaluation

#### 17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND

**THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”**

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

**18. Confidentiality**

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Government’s sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

**19. Opening of**

19.1 The Client’s evaluation committee shall conduct the

- Technical Proposals** opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
- 20. Proposals Evaluation** 20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 21. Evaluation of Technical Proposals** 21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22. Financial Proposals for QBS** 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 23. Public Opening** 23.1 After the technical evaluation is completed, the Client

**of Financial Proposals (for QCBS and LCS methods)**

shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

**24. Correction of Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total



Proposal cost.

- b. Lump-Sum Contracts** 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
- 25. Taxes** 25.1 The Client's evaluation of the Consultant's Financial Proposal shall include all applicable taxes in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

**b. Least-Cost Selection**

27.2 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

**c. Quality Based Selection**

27.3 In the case of Quality Based Selection (QBS), the Client will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract.

**D. Negotiations and Award**

**28. Negotiations**

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

**a. Availability of Key Experts**

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical negotiations**

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial negotiations**

28.6 The negotiations include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.

28.7 Unit rates negotiations shall take place when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the

rates.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.7 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

## **29. Conclusion of Negotiations**

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

## **30. Award of Contract**

30.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

## Section 2. Instructions to Consultant (ITC)

### E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>2.1</b>	<p><b>Name of the Client: <u>Quaid-e-Azam Solar Power (Pvt.) Ltd</u></b></p> <p><b>Method of Selection: <u>Least Cost Based Selection</u></b></p>
<b>2.2</b>	<p><b>The name of the assignment is: <u>The Hiring of Consultant For Construction Supervision of 200KW Solar System at Quaid-e-Azam Solar Power Plan Site in Bahawalpur.</u></b></p> <p><b>Financial Proposal</b> to be submitted together with <b>Technical Proposal</b> in a separate sealed envelope.</p>
<b>2.3</b>	A pre-proposal conference will not be held.
<b>2.4</b>	The Client will provide <b>TORs</b> to facilitate the preparation of the <b>Proposals</b> .
<b>6.3.1</b>	A list of debarred/blacklisted Consultants is available at PPRA's website: <a href="http://www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	This RFP has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.
<b>10.1</b>	<p>The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope.</p> <p><b><u>TECHNICAL PROPOSAL:</u></b></p> <ol style="list-style-type: none"> <li>a. Power of Attorney to sign the Proposal</li> <li>b. Form-1</li> <li>c. Form-2</li> <li>d. Form-3</li> <li>e. Form-4</li> <li>f. Form-5</li> <li>g. Form-6</li> <li>h. Form-7</li> <li>i. Form-8</li> </ol>

	<p style="text-align: center;">AND</p> <p><b><u>FINANCIAL PROPOSAL:</u></b>  (1) Form-1  (2) Form-2  (3) Form-3  (4) Form-4</p>
<b>10.2</b>	<b>Statement of Undertaking</b> is required.
<b>12.1</b>	<b>Proposals</b> must remain valid for <b>90 days</b> .
<b>13.1</b>	<b>Clarifications</b> may be requested no later than <b>03 days</b> prior to the submission deadline. The contact information for requesting clarifications is: <a href="mailto:gmpant@qasolar.com">gmpant@qasolar.com</a> , <a href="mailto:managerhr@qasolar.com">managerhr@qasolar.com</a> , <a href="mailto:admin@qasolar.com">admin@qasolar.com</a> , <a href="mailto:projectmanagement@qasolar.com">projectmanagement@qasolar.com</a>
<b>15.2</b>	Submission of the <b>Technical Proposal</b> in a <b>wrong format</b> may lead to the Proposal being deemed <b>non-responsive</b> to the RFP requirements.
<b>16.1</b>	<p>In Lump-Sum contract assignment, the following information to be provided shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This information shall not be used as a basis for payments under Lump-Sum contracts:</p> <ol style="list-style-type: none"> <li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, including overheads and back-stop support;</li> <li>(4) communications costs;</li> <li>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</li> <li>(6) cost of reports production (including printing) and delivering to the Client;</li> </ol>
<b>16.2</b>	<b>Price adjustment</b> is <b>NOT</b> applicable.

<b>16.3</b>	Information on the Consultant's <b>tax obligations</b> can be found at: <a href="http://www.fbr.gov.pk">www.fbr.gov.pk</a> and <a href="http://www.pra.punjab.gov.pk/">www.pra.punjab.gov.pk/</a>
<b>16.4</b>	The Consultants will be paid in <b>Pakistani Rupee (PKR)</b> .
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	The Consultants shall <b>NOT</b> have the option of <b>submitting</b> their <b>Proposals electronically</b> .
<b>17.4</b>	The Consultant must submit: (a) <b>Technical Proposal:</b> one (1) original, and One(1) copy (b) <b>Financial Proposal:</b> one (1) original
<b>17.7 and 17.9</b>	The Proposals must be submitted no later than: <b>Date: 25-October-2023</b> <b>Time: 03:00 pm</b>  On the outer sealed envelope mark the warning marking (“ <b>Do not open before Day, Month, Year</b> ”)  The Proposal <b>submission address</b> is:  <b><u>Quaid-e-Azam Solar Power Pvt. Ltd</u></b> <b><u>3<sup>rd</sup> Floor, 83/A E1, Gulberg III, Main Boulevard, Lahore.</u></b> <b>Tel: +92-42-5790363-65</b>
<b>19.1</b>	<b>The opening shall take place at:</b> <b>Date:</b> same as the submission deadline indicated in 17.7. <b>Time:</b> 30 minutes after the time for the submission deadline stated in 17.7  <b>No online option</b> of the opening of the <b>Technical Proposals</b> is offered.
<b>19.2</b>	<b>The following information will be read aloud at the opening of the Technical Proposal:</b> The names of Consultants, duly signed Proposal Submission Form-1, and presence/absence of duly sealed financial envelopes.
<b>21.1</b>	Criteria, sub-criteria, and point system for the qualification of the Technical Proposals:  (i) Registration with SECP/Registrar of firms, (Copy of registration certificated to be attached)  (ii) Registered with FBR and PRA for Income tax and Sales Tax respectively and have active taxpayer status (Copy of registration and taxpsyer status to be attached)

- (iii) Registration with concerned professional bodies (PEC registered in case of local firm). Consultants awaiting renewal of their registration from PEC, shall provide the proof of renewal fee submission.
- (iv) Qualified staff to execute the project as per the TORs provided in the RFP
- (v) The firm is not blacklisted by any public sector organization and has not been involved in litigation during the last ten years with any public sector organization in & outside Pakistan(Affidavit must be attached)

The consulting firms meeting the above-mentioned criteria shall only be qualified and firms not meeting the criteria shall stand rejected

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

(i) Company Profile: Points [100]

<b>I</b>	<b>Past Experience Evaluation (80 Marks)</b>	<b>80</b>
a	<b>Number of similar assignments in last 5 years.</b> 10 Marks for each assignment (Maximum 4 assignments shall be considered)	40
b	<b>Value of Similar Assignments</b> 01 million and less than 02 million = 5 points for each 02 million and less than 03 million = 7.5 points for each 03 million or above = 10 points for each (Maximum 4 Assignments Shall be Considered)	40
<b>Note:</b>		
<ul style="list-style-type: none"> <li>• Copy of Project Completion Certificate from the client must be attached.</li> <li>• Ongoing Assignments or Assignments without Project Completion Certificate shall not be considered</li> </ul>		
<b>II</b>	<b>Financial Capability ( 10 Marks)</b>	<b>10</b>
Annual Audited statements for last 03 years i.e. 2021-222, 2020-21, 2019-20 to be provided		
a	<b>Average Annual Turnover (Last 3 Years) in PKR Million</b> Minimum 10 Million to 20 Million      1 Marks More than 20 to 30 Million                2 Marks More than 30 to 40 Million                3 Marks More than 40 to 50 Million                4 Marks More than 50 Million                        5 Marks	5
b	Current Ratio less than 0.5 = zero marks	5



	Current Ratio Greater than 0.5 but less than and equal to 01 = 2.5 Marks	
	Current Ratio Greater than 01 but less than 02 = 04 marks	
	Marks Current Ratio More than 02 = 05 Marks	
<b>III</b>	<b>Availability of Quality Management System &amp; Organizational Structure</b>	<b>10</b>
Total = A <sub>1</sub>		
<b>(ii)Project Team: (To be evaluated as per Details Qualifications and Experience given in TOR Points [100]</b>		
<b>Sr. No.</b>	<b>Designation</b>	<b>Marks</b>
1	Project Manager/Team lead	30
2	Electrical Engineer	20
3	Civil/Structural Engineer	20
4	HVAC Engineer	20
5	Resident Engineer	10
Evaluation committee may take interviews of proposed staff of consultant.		
<b>Lead PV system expert (30 Marks)</b>		
<b>Mandatory Criteria</b>		
<ul style="list-style-type: none"> <li>• B.Sc. Engineering Degree (16 Years) in Electrical, Electronics, Mechanical Engineering.</li> <li>• 08 Years of Overall Experience</li> </ul>		
<b>Education and Qualification</b>		<b>8 Marks</b>
B.Sc. Engineering Degree (16 Years) in Electrical, Electronics, Mechanical, Civil or Structural Engineering.		06 Marks
Masters's Degree in Project Management/MBA		01 Marks
International Certification in Project Management		01 Marks
<b>Experience</b>		<b>20 Marks</b>
(05 marks for each similar completed assignment with maximum of 04 assignments)		20 Marks
<b>Duration With Firm</b> (0.5 marks for each year completed with firm (Maximum 4-Years shall be considered)		<b>02 Marks</b>
<b>Total Marks</b>		<b>30 Marks</b>
<b>Electrical Engineer (20 Marks)</b>		
<b>Mandatory Criteria</b>		
<ul style="list-style-type: none"> <li>• Professional Degree (16 Years) in Electrical</li> </ul>		

Engineering	
• 5 Years of Overall Experience	
<b>Education and Qualification</b>	<b>08 Marks</b>
Professional Degree (16 Years) in Engineering	06 Marks
M.Sc. / PhD (18 + Years Education) in relevant Field	02 Marks
<b>Experience</b>	<b>10 Marks</b>
Number of Years of Relevant Experience. (0.5 Marks for each year of experience. Full marks for 4+ years)	02 Marks
Assignments similar to relevant experience  (02 marks for each similar completed assignment with maximum of 04 assignments)	08 Marks
<b>Duration With Firm</b> (0.5 marks for each year completed with firm. Full marks for 4+ years)	<b>02 Marks</b>
<b>Total Marks</b>	<b>20 Marks</b>
<b>Civil/Structural Engineer (20 Marks)</b>	
<b>Mandatory Criteria</b>	
<ul style="list-style-type: none"> <li>• Professional Degree (16 Years) in Civil/Structural Engineering</li> <li>• 5 Years of Overall Experience</li> </ul>	
<b>Education and Qualification</b>	<b>08 Marks</b>
Professional Degree (16 Years) in Engineering	06 Marks
M.Sc. / PhD (18 + Years Education) in relevant Field	02 Marks
<b>Experience</b>	<b>10 Marks</b>
Number of Years of Relevant Experience. (0.5 Marks for each year of experience. Full marks for 4+ years)	02 Marks
Assignments similar to relevant experience  (02 marks for each similar completed assignment with maximum of 04 assignments)	08 Marks
<b>Duration With Firm</b> (0.5 marks for each year completed with firm. Full marks for 4+ years)	<b>02 Marks</b>
<b>Total Marks</b>	<b>20 Marks</b>
<b>HVAC Engineer (20 Marks)</b>	
<b>Mandatory Criteria</b>	

<ul style="list-style-type: none"> <li>Professional Degree (16 Years) in Mechanical or Relevant Engineering Field</li> <li>5 Years of Overall Experience</li> </ul>	
<b>Education and Qualification</b>	<b>08 Marks</b>
Professional Degree (16 Years) in Engineering	06 Marks
M.Sc. / PhD (18 + Years Education) in relevant Field	02 Marks
<b>Experience</b>	<b>10 Marks</b>
Number of Years of Relevant Experience. (0.5 Marks for each year of experience. Full marks for 4+ years)	02 Marks
Assignments similar to relevant experience  (02 marks for each similar completed assignment with maximum of 04 assignments)	08 Marks
<b>Duration With Firm</b> (0.5 marks for each year completed with firm. Full marks for 4+ years)	<b>02 Marks</b>
<b>Total Marks</b>	<b>20 Marks</b>
<b>Resident Engineer (10 Marks)</b>	
<b>Mandatory Criteria</b>	
<ul style="list-style-type: none"> <li>Professional Degree (16 Years) in Electrical, Electronics, Mechanical or Civil Engineering Field</li> <li>2 Years of Overall Experience</li> </ul>	
<b>Education and Qualification</b>	<b>05 Marks</b>
Professional Degree (16 Years) in Engineering	06 Marks
M.Sc. / PhD (18 + Years Education) in relevant Field	01 Marks
<b>Experience</b>	<b>03 Marks</b>
Number of Years of Relevant Experience. (0.1 Marks for each year of experience. Full marks for 3+ years)	03 Marks
<b>Duration With Firm</b> (01 marks for each year completed with firm. Full marks for 2+ years)	<b>02 Marks</b>
<b>Total Marks</b>	<b>10 Marks</b>
Total = A <sub>2</sub>	
<b>(iii) Approach &amp; Methodology:</b>	<b>[100]</b>
a) Understanding & Innovativeness	[40]

	<p>b) Methodology &amp; Work plan [60]</p> <p style="text-align: right;">Total = <math>\frac{\quad}{A_3}</math></p> $\text{Technical Score}^* = \frac{A_1[W1]}{100} + \frac{A_2[W2]}{100} + \frac{A_3[W3]}{100}$ <p>The approach &amp; methodology shall be presented to the evaluation committee.</p> <p style="text-align: center;">W1=20, W2=60, W3=20</p> <p>The minimum technical score required to pass is: <b>65</b> Points</p>
<b>23.2</b>	<b>No online option</b> of the opening of the <b>Financial Proposals</b> is offered
<b>25.1</b>	Financial Proposal shall include all applicable taxes, which includes Income Tax and Sales Tax. The Client shall act as a withholding agent as required by Income Tax Ordinance, as enforced.
<b>27.1 (b) (LCBS only)</b>	The Client will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum technical score of 65 Marks as per evaluation criteria mentioned under section 21.1 of Datasheet, and invite such Consultant to negotiate the Contract.
<b>D. Bid Security &amp; Performance Security</b>	
	<b>@2% of Contract Price of PKR 1,000,000/Performance Security is not applicable</b>
<b>E. Negotiations and Award</b>	
<b>28.1</b>	Expected date and address for <b>Contract Negotiations</b> : Date: 10-November-2023 Address: <b><u>Quaid-e-Azam Solar Power Pvt. Ltd</u></b> <b><u>3<sup>rd</sup> Floor, 83/A E1, Gulberg III, Main Boulevard, Lahore.</u></b>
<b>30.1</b>	The publication of the contract award information will be published online: <a href="http://www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a>
<b>30.2</b>	<b>Expected date for the commencement of the Services:</b> <b>Seven (07) days</b> after contract signing, following confirmation of Key Experts' availability to start the Assignment, which shall be submitted to the Client in writing as a written statement signed by each Key Expert.

## Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### CHECKLIST OF REQUIRED FORMS

Required (v)	FORM	DESCRIPTION	<i>Page Limit</i>
√	1	Technical Proposal Submission Form.	
“√” If applicable	1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members.	
√	2	Consultant’s Organization and Experience.	
√	3	Comments or Suggestions on the Terms of Reference.	
√	4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	5	Work Schedule and Planning for Deliverables	
√	6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
√	7	Affidavit for Non-Blacklisting of Firm	
√	8	Affidavit for Correctness of Information	

**All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.**

**TECHNICAL PROPOSAL  
(FORM -1)**

**PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.*

*{OR*

*If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following Consultants as Sub-consultants: {Insert a list with full name and address of each Sub-consultant. }*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITC 5.

- (e) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery.]*
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name):

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**TECHNICAL PROPOSAL  
(FORM -2)**

**COMMENTS AND SUGGESTIONS**

---

Form-2: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment;

**On the Terms of Reference**

{improvements to the Terms of Reference}



## TECHNICAL PROPOSAL (FORM -3)

### ORGANIZATION AND EXPERIENCE

Form-3: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

#### A – Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

#### B – Consultant’s Experience

1. List only previous similar assignments successfully completed in the last **5 years**.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other Consultants cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Name of Client	Assignment name/& brief description of main deliverables/outputs	Role in the Assignment	Duration	Contract value
{e.g., Ministry of .....}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Lead partner in a JV A&B&C}	{e.g., Jan.2011– Apr.2012}	{e.g., PKR 3 mill}
{e.g., municipality of.....}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., sole Consultant}	{e.g., Jan-May 2012}	{e.g., PKR 6 mil}

**TECHNICAL PROPOSAL  
(FORM -4)**

**APPROACH, METHODOLOGY, AND WORK PLAN**

---

Form-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
  - b) Work Plan
- 
- a) **Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
  - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }

**TECHNICAL PROPOSAL  
(FORM -5)**

**TIME SCHEDULE**

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												
<b>n</b>													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**TECHNICAL PROPOSAL  
(FORM -6)  
TEAM COMPOSITION**

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
<b>KEY EXPERTS</b>															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
n															
											<b>Subtotal</b>				



**TECHNICAL PROPOSAL  
(FORM -6 CONTINUED)**

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

---



---

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]	

**Membership in Professional Associations and Publications:**

---

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

---

**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{List all deliverables/tasks as in Form-5 in which the Expert will be involved}	



**AFFIDAVIT FOR NON-BACKLISTING OF FIRM  
(FORM -7)**

*[PRINT ON STAMP PAPER]*  
Non-judicial stamp paper (with a value of Rs.  
100)

Date: \_\_\_\_\_

**AFFIDAVIT**

It is hereby solemnly confirmed and declared that M/s -----  
-----, is declaring on oath that the Applicant:

- is not in *bankruptcy* or liquidation proceedings;
- has *never* been declared *ineligible/blacklisted* by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- is not making any *misrepresentations* or concealing any material fact and detail;
- has not been convicted of, fraud, *corruption*, collusion or money laundering;
- 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
- does not fall within any of the circumstances for *ineligibility* or disqualifications

(Stamp of Company)  
(Signatures of Authorized  
Rep)

\_\_\_\_\_

Company Name

Attestation by Oath Commissioner and/or Notary Public



**AFFIDAVIT FOR CORRECTNESS OF INFORMATION  
(FORM -8)**

*[PRINT ON STAMP  
PAPER]*

**AFFIDAVIT** of **MR.** \_\_\_\_\_ S/o Mr. \_\_\_\_\_, CNIC No. \_\_\_\_\_ resident of \_\_\_\_\_, Pakistan and authorized representative of XYZ company name, \_\_\_\_\_ (address) (“**Company**”).

I, the above named deponent, do hereby solemnly affirm and declare that:

1. I am the [Designation...] of the Company.
2. I am the authorized representative of the Company by virtue of [Board Resolution No., Letter No. etc.....] \_\_\_\_\_ dated \_\_\_\_\_.
3. The contents of accompanying [document....] dated along with the supporting documents are true and correct to the best of my knowledge and belief and nothing material or relevant thereto has been concealed or withheld therefrom.
4. I also affirm that all further documentation and information to be provided by me in connection with the aforesaid [document....] shall be true and correct to the best of my knowledge and belief.

DEPONENT

**VERIFICATION**

It is hereby verified on solemn affirmation at \_\_\_\_\_, Pakistan on the [date...] that the contents of the above Affidavit are true and correct to the best of my knowledge and belief and that nothing, material or relevant thereto, has been concealed or withheld therefrom.

DEPONENT

## **Section 4. Financial Proposal - Standard Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

Form-1 Financial Proposal Submission Form

Form-2 Summary of Costs

Form-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations -

Form-4 Reimbursable expenses

**FORM F-1  
FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form F-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

---

**FORM F-2 SUMMARY OF COSTS**


---

Item	Costs
	Pak Rupees
Lumpsum Cost of Supervision	
<b>Total Costs of Financial Proposal</b> <sup>1, 2</sup>	

**Footnote:**

1. Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).
2. Quoted prices shall be inclusive of all applicable taxes. If not mentioned specifically in the bidder's proposal, the quoted prices shall be considered inclusive of all applicable taxes

**Payment Milestones**

The 100 % payment will be made upon supervision of Contractor's works as per below mentioned mile stones. The duration for completion of tasks is 05 months. In case of extension in time, no payment will be made.

Sr. #	Payment Milestone/Deliverables/ Deliverables	Percentage
1	Design Review	5%
2.	Supervision of Site Preparation (Clearance of Roof, Civil work for PV Mounting Structure)	5%
3.	Supervision and verification of Supply and Installation of PV Mounting Structure	5%
4.	Supervision of Submission of approved Sample Test Reports of PV Modules, Block Test Reports, Wire Test Reports and Conduits Pipe tests.	5%

5.	Supervision and verification of Supply of PV Modules, Inverters and ESS Equipment at Site	15%
6.	Supervision of Installation of Solar Modules (along with white reflector paint) at Site	15%
7.	Supervision of Installation of Inverter along with Genset Controller, AC Cables, DC Cables and Earthing.	15%
8.	Supervision of Installation of ESS Equipment	10%
9.	Supervision of Complete commissioning on Site and upon Installation of Security Cameras on Site; real time as well as Online Monitoring Access.	15%
10.	Rectification of Punch List duly verified by the Consultant.	5%
11.	Upon installation of Bi-Directional Meter and submission of Net-Metering Application to DISCO as per NEPRA rules and submission of Final Report after successful completion of the Project duly verified by the Consultant.	5 %
<b>Total</b>		<b>100%</b>

### FORM F-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

Remuneration

Name	Position (as in T-6)	Person-month Remuneration Rate	Time Input in Person/Month (from T-6)	{Currency as in F-2}
<b>Key Experts</b>				
		[Home]		
		[Field]		
<b>Non-Key Experts</b>				
		[Home]		
		[Field]		
			<b>Total Costs</b>	

## **Appendix A. Financial Negotiations - Breakdown of Remuneration Rates**

### **1. Review of Remuneration Rates**

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the Consultant shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the Consultant's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$



Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

**Sample Form**

Consultant:  
Assignment:

Country:  
Date:

**Consultant’s Representations Regarding Costs and Charges**

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the Consultant’s payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant’s Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the Consultant’s average cost experiences for the latest three years as represented by the Consultant’s financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Consultant’s Representations Regarding Costs and Charges  
(Model Form I)**

(Expressed in PKR)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Client’s City									
				_____					
				_____					

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

**FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

<b>B. Reimbursable Expenses</b>					
<b>N°</b>	<b>Type of Reimbursable Expenses</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>{Currency as in FIN-2}</b>
	{e.g., Per diem allowances**}	{Day}			
—	{e.g., International flights}	{Ticket}			
—	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of reports}				
	{e.g., Office rent}				
	.....				
	{Training of the Client’s personnel – if required in TOR}				
Total Costs					

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling

## **Section 5. Eligibility**

**In reference to ITC6.3.2**, for the information of Consultants, at the present time Consultants, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2: India and Israel.

## Section 6. Terms of Reference (TORs)

# Terms of Reference (TOR)

## Terms of Reference (TOR)

### For

## Project Supervision Consultants for Installation of 200KW Solar System in Bahawalpur

### 1. Objective

QASPL is constructing a 200KW Solar System in Bahawalpur, in order to facilitate the company employees and government officials visiting QASPL Power Plant to stay. In this regard, QASPL intends to hire a Project Management and Supervision Consultant duly registered with Pakistan Engineering Council with appropriate code to supervision and consultancy services i.e., advisory and capacity development (where deemed necessary) during the Installation phase.

### 2. Scope of Work

The Consultant's responsibilities include the following (but not only limited to):

- i. assist the client in preparation and enforcement of the Developer standard engineering Design, Supply, Installation, and Commissioning (DSI&C) contracts. Furthermore, the consultant job responsibilities include but are not limited to issuing variation orders to the Developer contracts, reviewing and approving contractor risk management plan, project quality assurance and quality control plan, Health, Safety and Environment plan, etc.;
- ii. Verification/Certification of all invoices of Contractor with respect to physical progress and milestones mentioned in the contract of the Contractor.
- iii. Review of activities as per international best practices and standards.
- iv. control costs, quality, and schedule of contractors' works and deliverables. The consultant will also devise a mechanism to assess time delay in the project (if any) and subsequent penalty that will be applied (if applicable);
- v. on behalf of the Client, inspect and accept goods and services related to the project;
- vi. recommend appropriate mitigation actions (as defined in the executed DSI&C contract) when quality of deliverables does not meet the specifications;
- vii. define and ensure that implementation by the contractors of an installation safety process manual that follows local regulations, standards and best practices as per internationally acceptable standards (IEEE, IEC) etc.
- viii. Define and ensure that all local technical, legal, regulatory and financial requirements are met in all aspects of the project including but not limited to procurement of goods, and payments to the contractors etc.;

- ix. Assist the client in ensuring that all Social and Environmental provisions are met as per the local regulations in place.
- x. Any other technical, financial, or legal assistance/advisory required by client w.r.t the project that is not mentioned in this document

### 3. Deliverables & Reporting Requirements.

Output and Reporting Requirements: The Consultant is required to submit the following (but not limited to) reports to the Client during the Project:

- i. Inception report within 10 days of mobilization;
- ii. system identifying physical progress, implementation issues, cost control/variation (if any), and outputs achieved;
- iii. Daily/Weekly/Monthly progress report (short report) based on the outputs of the M&E.
- iv. Detailed Inspection Report upon completion of Contractor's milestone and where deemed necessary.
- v. Vetting of all the documents submitted by the constructor
- vi. Milestone Certificate (along with the verification of invoice submitted by the Constructor) upon completion of a milestone as mentioned in the contract of the Constructor.
- vii. A Project completion report within 15 days of the completion of the Installation phase of the Project.
- viii. A separate report on any contractual disputes or other major implementation problems that may significantly impact project costs, quality or schedules; and
- ix. Any other report/document necessary during the project.

### 4. Core Team of Experts

The Team of the Consultant shall consist of the following key experts who have qualifications as stipulated below:

#### a. Project Manager/Team Lead

- a. At least B.Sc. Engineering Degree in Electrical, Electronics, Mechanical, Civil, or Structural Engineering.
- b. Preferably having a Master's Degree in Project Management.
- c. Preferably having an International Certification in the field of Project Management.
- d. Capable to provide a technical opinion in line with international engineering standards and best engineering practices.
- e. At least 08 years of overall experience with at least 05 years of relevant local/international experience in Solar Plants Installation.

#### b. Electrical Engineer:

- a. At least B.Sc. Engineering Degree in Electrical.
- b. Preferably having M.Sc. Engineering Degree.
- c. At least overall 05 Years of experience with 03 years of relevant experience in Electrification of buildings, Preparing and Decoding Electrical Layout plans
- d. Electrical Engineer shall be required to provide back-office support to technical queries and make visits to site for inspections of Electrical Works.

**c. Civil/Structural Engineer:**

- a. At least a Bachelor's degree in Civil Engineering.
- b. Preferably having M.Sc. Engineering Degree.
- c. Capable to perform structural design calculations and Installation supervision.
- d. Having a thorough knowledge of industry-standard Codes for civil design.
- e. At least 05 Years of General experience with at least 03 years of relevant experience in design and Installation supervision of Power Plants
- f. Civil Engineer shall be required to provide back-office support to technical queries and make visits to site for inspections of Civil Works.

**d. HVAC Engineer**

- a. B.Sc. Engineering Degree in Mechanical Engineering
- b. Preferably having M.Sc. Engineering Degree.
- c. Capable to understand working and installation of Plant.
- d. At least 05 Years of General experience with at least 03 years of relevant experience in design, Installation, Installation Supervision, and Maintenance of Solar systems
- e. HVAC Engineer shall be required to provide back-office support to technical queries and make visits to site for inspections of Solar Plant system during installation and testing phases.

**e. Resident Engineer:**

- a. B.Sc. Engineering Degree in the field of Electrical, Electronics, Mechanical, or Civil Engineering.
- b. Having good communication skills for reporting and proper coordination with Back-office technical experts.
- c. Overall, 02 years of General engineering experience with at least 01 year of relevant experience.
- d. The Resident Engineer shall be available at site during work and shall be responsible for overseeing the working at site

**5. Professional Liability of Consultants**

- a. The consultant selected and awarded a contract shall be liable for consequence of errors or omissions on the part of the consultant.
- b. The extent of liability of the consultant shall form part of the contract and such liability shall not be less than remunerations nor it shall be more than twice the remunerations.
- c. The procuring agency may demand insurance on part of the consultant to cover the liability of the consultant and necessary costs shall be borne by the consultant.
- d. The consultant shall be held liable for all losses or damages suffered by the procuring agency on account of any misconduct by the consultant in performing the consulting services.

**6. Duration of the Consultancy Services: 05 months****7. Estimated Budget: PKR 01 Million**



**Note:**

The selected Consulting Company/firm shall report to the Chief Executive Officer of the Client or any other officer designated by the same.

## **PART II - DRAFT CONTRACT**

### **Section 7. Lump-Sum Contract (with GCC and SCC)**

## FORM OF CONTRACT

- [Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.*
- 2. In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.*
- 3. All notes should be deleted in the final text.]*

This CONTRACT (hereinafter called the "Contract") is made on the \_\_ day of \_\_ month) of \_\_ (year), between, on the one hand Quaid-e-Azam Solar Power (Pvt) Ltd (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

### WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties 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;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:

*[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below/next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A : Description of the Services  
 Appendix B : Reporting Requirements  
 Appendix C : Key Personnel and Subconsultants  
 Appendix D : Breakdown of Contract Price in Foreign Currency  
 Appendix E : Breakdown of Contract Price in Local Currency  
 Appendix F : Services & Facilities to be Provided by the Client  
 Appendix G: Integrity Pact (for Services above Rs. 10 million)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants 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 in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

\_\_\_\_\_

Witness

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

Witness

(CONSULTANTS)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;

- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

## **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **1.3 Language**

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorised Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorised Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

## **1.6 Authorised Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorised Representatives specified in the SC.

## **1.7 Taxes and Duties**

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **1.8 Leader of Joint Venture**

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

### **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

### **2.5 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

### **2.6 Extension of Time for Completion**

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

### **2.7.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms



of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

## **2.8 Suspension of Payments by the Client**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## **2.9 Termination**

### **2.9.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### **2.9.3 Cessation of Services**

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

### **2.9.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

### **2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or third parties.

### **3.2 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

The Consultants, their Subconsultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultants**

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned hereinbelow.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of Installation or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

### **3.5 Other Insurance to be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost

but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.8 Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

### **3.9 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

### **3.10 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

#### **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

##### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

##### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

#### **5. OBLIGATIONS OF THE CLIENT**

##### **5.1 Assistance, Coordination and Approvals**

###### **5.1.1 Assistance**

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;

- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

### **5.1.2 Co-ordination**

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organisation named in the SC.
- (b) coordinate with any other consultants employed by him.

### **5.1.3 Approvals**

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

### **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

### **5.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

### **5.4 Services and Facilities**

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said

Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

## **5.5 Payments**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Lump Sum Remuneration**

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

### **6.2 Contract Price**

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.

### **6.3 Terms and Conditions of Payment**

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

### **6.4 Period of Payment**

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.



- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

## **6.5 Delayed Payments**

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

## **6.6 Additional Services**

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

## **6.7 Consultants' Entitlement to Suspend Services**

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

# **7. SETTLEMENT OF DISPUTES**

## **7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

## **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

## **8. INTEGRITY PACT**

**8.1** If the Consultant or any of his Subconsultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

### III. SPECIAL CONDITIONS OF CONTRACT

No. Amendments of, and Supplements to, Clauses in the General Conditions  
of GC of Contract  
Clause

---

#### 1.1 Definitions

(p) "Project" means . Preparation of Bidding Documents, Contract Award to EPC Contractor and Designe Review& Installation Supervision.

#### 1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E.Mail : \_\_\_\_\_

For the Consultants:

\_\_\_\_\_ (Name of Project Manager)  
\_\_\_\_\_ (Project)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E.Mail : \_\_\_\_\_

#### 1.7 Taxes and Duties

[Note: To be included in this Sub-Clause as agreed with the Client.]

---

*[All notes should be deleted in final text. All blanks should be filled in.]*

#### 1.8 Leader of the Joint Venture

The leader of the Joint Venture is ..... (name of the Member of the Joint Venture).

*[Note: If the Consultants do not consist of more than one entity, the Sub-Clause-1.8 should be deleted.]*

## **2.1 Effectiveness of Contract**

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and the amount of advance payment due upon signing of the Contract is received by the Consultants.

## **2.2 Termination of Contract for Failure to Become Effective**

The time period shall be ..... days, or such other period as the Parties may agree in writing.

*[Note: Fill in the time period e.g one hundred twenty (120) days.]*

## **2.3 Commencement of Services**

The Consultants shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

## **2.4 Expiration of Contract**

The period of completion of Services shall be 120 days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before ..... 20...

"Completion of Services" means submission of Feasibility Study Report and PC-1

## **3.5 Insurance to be Taken out by the Consultants**

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rs.....
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

## **3.6 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:

- i) Issuing Variations Orders in respect of:

- additional items of Works as determined by the Engineer to be necessary for the execution of Works.
  - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
  - any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract.
- Adverse Physical Conditions and Artificial Obstructions
  - Suspension of Works
  - Bonus and Liquidated Damages
  - Certificate of Completion of Works
  - Defects Liability Certificate
  - Forfeiture
  - Special Risks
  - Frustration
- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Any change in the ratios of various currencies of payment.

### **3.8 Documents Prepared by the Consultants to be the Property of the Client**

The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.

#### **5.1.1 Assistance**

- (a) The Client shall make available within ..... days from the Commencement Date, the documents namely  
 .....  
 .....

This list if warranted shall be supplemented subsequently.

- (e) Other assistance and exemptions to be provided by the Client are.....  
 .....

#### **5.1.2 Coordination**

- (a) The departments and agencies include .....
- .....
- .....

### 5.1.3 Approvals

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants.

## 6.1 Lump Sum Remuneration

*[Note: In case there are other expenditures in respect of which reimbursement is allowed in addition to the lump sum remuneration, details of such reimbursable direct costs expenditure which may include Subconsultants' costs, printing, communications, travel, accommodation etc., may be indicated herein. Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.]*

## 6.2 Contract Price

- (a) The amount in foreign currency is .....
- The amount in local currency is Pakistani Rupees.....
- (b) The break up of foreign and local currencies shall be as under:
- For Planning and Designing, total foreign currency comprising ..... (Name the currency/currencies) is ..... and total Pak Rs. is .....
  - For Installation supervision, total foreign currency comprising.....(Name the currency/currencies) is..... and total Pak Rs. is .....

## 6.3 Terms and Conditions of Payment

Lump-sum payment at the completion of project i.e. submission of Feasibility study reports and PC-1

## 6.4 Period of Payment

- (a) No advance payment to be made

## 6.5 Delayed Payments

Financing charges are as under:

- (i) for foreign currency = ----- percent (\_\_\_%) per annum
- (ii) for local currency = eight percent (8%) per annum.

## **IV APPENDICES**

## **Appendix A**

### **Description of the Services**

Please Refer Section 6: TORs



## **Appendix B**

### **Reporting Requirements**

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal; etc. If no reports are to be submitted, state here "Not applicable".]

## Appendix C

### Key Personnel and Subconsultants

- [List under:
- C-1 Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each.
  - C-2 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1.]

## **Appendix D**

### **Breakdown of Contract Price in Foreign Currency**

Not Applicable

***Note:***

*This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

## Appendix E

### Breakdown of Contract Price in Local Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure related to:
  - (a) Support staff, and work charged staff;
  - (b) Office expenditures related to:
    - (i) rentals;
    - (ii) furnishing and equipment;
    - (iii) operation and maintenance of office, office equipment and furniture, office supplies.
  - (c) Transport including running and maintenance, and other associated costs;
  - (d) Travelling etc.
  - (e) Other costs
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2).

*Note:*

1. *Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*
2. *This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

**Appendix F**

**Services and Facilities to be Provided by the Client**

*Not Applicable*

**Appendix G**  
**(INTEGRITY PACT)**  
**(Not Applicable)**