



**Pakhtunkhwa Energy Development Organization (PEDO)
Energy & Power Department, Govt. of Khyber Pakhtunkhwa**

REQUEST FOR PROPOSALS (RFP)

For

CONSULTANCY SERVICES

FOR THE PROJECT

**“ACCESS TO CLEAN ENERGY PROGRAM- SOLARISATION OF 8000
SCHOOLS AND 187 BASIC HEALTH UNITS (BHUs) IN KHYBER
PAKHTUNKHWA”**

MAY 2018

**Vide Notification No. KPPRA/M&E/SBDs/1-1/2015
Dated Peshawar the May 03, 2016**

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Section 1. Letter of Invitation

Letter of Invitation

Invitation/File No..... ;

Peshawar, **04/05/2018**

As in para 3 below

Dear Mr./Ms.:

1) The *Pakhtunkhwa Energy Department Organization (PEDO)* (hereinafter called “Procuring Entity”) now invites proposals to provide the following consulting services: “Access to Clean Energy Program- Solarisation of 8000 Schools and 187 Basic Health Units (BHUs) in Khyber Pakhtunkhwa”. More details on the services are provided in the Terms of Reference.

2) This Request for Proposal (RFP) has been addressed to the following shortlisted/pre- qualified Consultants:

- i) M/s Ultimate Engineering, Peshawar.
- ii) M/s ELAN Partners (Pvt.,) Ltd, Islamabad.
- iii) M/s BARG Engineering, Peshawar.
- iv) M/s Osmani & Co. (Pvt.,) Ltd, Karachi.
- v) M/s Integration E&E- Renewable Starts (Pvt.,) Ltd. (JV)
- vi) M/s Typsa Consulting Engineers- Asian Consulting Engineers (JV)
- vii) M/s ILF Pakistan (Pvt.) Ltd., Lahore

It is not Permissible to transfer this invitation to any other firm.

3) A firm will be selected under *Quality and Cost Based (QCBS)* and procedures described in this RFP, in accordance with the KPPRA 2014.

4) The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Agreement & Conditions of Contract

5) Please inform us in writing at the following address *Room No. 220, 309 PEDO House, Plot No. 38, Sector B-2, Phase 5 Hayatabad, Peshawar*, upon receipt:

- a) *that you received the Letter of Invitation; and*
- b) *Whether you will submit a proposal alone or in association.*

6) It is mandatory for proposals to be made using the Standard Forms of this RFP. Proposals that are not in the prescribed format will be rejected / discarded. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation.

7) Firms should submit details of at least two (02) similar nature assignments / projects, completed during the last five (05) years where value of each project should not be less than Rs 2.0 million with reference to Clause 18.1 (i) of the Data Sheet.

8) CVs of key personnel corresponding to the list given in the Data Sheet should provide all relevant details.

9) Shortlisted Consulting Firms must obtain signed copy of RFP at the cost of PKR 2500/- (Non-Refundable) in the form of Pay Order/ Bank Draft /CDR in favor of, **“SOLARISATION OF SCHOOLS AND BHUs”** from the office of the undersigned on a written request during the office working hours from **04-05-2018** onwards up to one day before the closing day.

10) Proposals must be submitted on **07-06-2018**. Technical proposals shall be opened by a notified Committee on the closing day at 11:30 hrs in the presence of authorized representatives of firms who may choose to attend the meeting.

11) Pre-Bid meeting will be held on **21.05.2018**.

Yours sincerely,

Project Director (Solar)

PEDO, Peshawar

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

- (a) “Procuring Entity (PE)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Khyber Pakhtunkhwa.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request For Proposal prepared by the procuring Entity for the selection of Consultants.
- (k) “Sub-Consultant” means any Person or entity to whom the Consultant subcontracts any Part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Consultant, and exacted results and deliverables of the assignment.

2. Introduction

2.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 Procuring Entity may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that affects their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- (i). A consultant that has been engaged by the procuring Entity to provide goods, works or services other than

Consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

(ii). A Consultant (including its Personnel 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 to be executed for the same or for another Procuring Entity.

(iii). A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, the selection process for such assignment, or (iii) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

3.2 Government officials and civil servants may be hired as consultants only if:

- (i) They are on leave of absence without Pay;
- (ii) They are not being hired by the Entity they were working for, six months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines:

“ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 44 of KPPR 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.

Such barring action shall be duly publicized and communicated

to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

5. Integrity Pact

5.1 Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A)

6. Eligible
Consultants

6.1 If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPR 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

6.2 Short listed consultants emerging from request of expression of interest are eligible.

7. Eligibility of
Sub Consultants

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

8. Only One
Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal
Validity

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

10. Clarification and
Amendment in
RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to

the date of opening of proposal. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give Particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.

(ii). For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the

Data Sheet, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.

(iv).Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

(v).Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3C).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last (05) years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vi). A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3D).

(vi) Any additional information requested in the Data Sheet.

13.3. The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for

staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission,
Receipt, and
Opening of
Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "**Financial Proposal**" followed by name of the assignment, and with a warning "**Do Not Open With The Technical Proposal**" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal
Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

18. Evaluation
of Technical
Proposals

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

**Public Opening and Evaluation of Financial Proposals:
(LCS, QCBS, and Fixed Budget Selection Methods Only)**

18.2 After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of
Financial
Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.

19.4 In case of **Quality and Cost Based Selection QCBS Method**

the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet: $S = St \times T\% + Sf \times P\%$** . The firm achieving the highest combined technical and financial score will be invited for negotiations.

19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations
- 20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PE proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
21. Technical negotiations
- 21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PE and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the PE and the Consultant, will become Part of Contract Agreement.
22. Financial negotiations
- 22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be Paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PE with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).
23. Availability of Professional staff/experts
- 23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

24.1 After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant **within seven days after letter of acceptance or award has been issued.**

Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.

24.2 After publishing of award of contract consultant required to submit a Performance security at the rate indicated in data sheet.

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

25. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

DATA SHEET

1.1	Name of the Assignment is: <u>Access to Clean Energy Program- Solarisation of 8000 Schools and 187 Basic Health Units (BHUs) in Khyber Pakhtunkhwa</u> The Name of the PE's official (s): Tahir Naeem Alyana Address: Room # 220 & 313, Plot No. 38-B2 Phase-V, Hayatabad, Peshawar, KPK, Pakistan Telephone: 091-9217196; E-Mail: tahir.naeem@pedo.pk
1.2	The method of selection is: Quality and Cost Based Selection Method as per Applicable KPPRA Rules 2014
1.3	Financial Proposal to be submitted together with Technical Proposal: ✓ Yes No
1.4	The PE will provide the following inputs and facilities: NIL
1.5	The Proposal submission address is: Room # 220 & 309, Plot No. 38-B2 Phase-V, Hayatabad, Peshawar, KPK, Pakistan. Proposals must be submitted no later than the following date and time: 30-05-2018 and shall be opened by the notified committee on the closing date at 11:30 Hrs.
1.6	Expected date for commencement of consulting services at Peshawar June, 2018
5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: ✓ Yes/ No
6.3	Consultants to state local cost in the national currency (in case of ICB only): Yes/ No _____
9.1	Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB).
10.1	Clarifications may be requested not later than (05) five days before the submission date. The address for requesting clarifications is: Room # 220 & 309, Plot No. 38-B2 Phase-V, Hayatabad, Peshawar, KPK, Pakistan. Email : tahir.naeem@pedo.pk
11.2	The estimated number of professional staff-month for the assignment is 3204
12	The Proposal as well as all related correspondence exchanged by the Consultants

	and the Procuring Entity shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.																					
13.1	The format of the Technical Proposal to be submitted is: FTP																					
13.2(vii)	Training is a specific component of this assignment: ✓ No																					
15.1	Amounts payable by the PE to the consultant under the contract to be subject to local taxation, stamp duty & service charges, if applicable; Yes																					
16.2	Consultant must submit the original and 02 copies of the Technical Proposal, and the original of the Financial Proposal.																					
18.1	<p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals are:</p> <p style="text-align: right;">Points [100]</p> <p>(i) Company / Project Experience:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" rowspan="2"></th> <th colspan="3">Size of Assignment Relative to this Project (cost of services PKRs)</th> </tr> <tr> <th>02 – 75 Million Rs</th> <th>76 – 90 Million Rs</th> <th>> 91 Million</th> </tr> </thead> <tbody> <tr> <td rowspan="3" style="writing-mode: vertical-rl; transform: rotate(180deg);">Similarity</td> <td>Feasibility study and/or detail design only</td> <td style="text-align: center;">0.2</td> <td style="text-align: center;">0.4</td> <td style="text-align: center;">0.6</td> </tr> <tr> <td>Construction supervision and/or management only</td> <td style="text-align: center;">0.4</td> <td style="text-align: center;">0.6</td> <td style="text-align: center;">0.8</td> </tr> <tr> <td>Feasibility Study, detail design, construction management & supervision</td> <td style="text-align: center;">0.6</td> <td style="text-align: center;">0.8</td> <td style="text-align: center;">1</td> </tr> </tbody> </table> <p>➤ <i>Consultancy Services Provided for at least 02 PV Solar Power Projects during last 05 years (Similarity)</i></p> <p>➤ <i>Value of Individual project should not be less than 2.0 million Rs</i></p> <p>➤ <i>Similarity, size of assignment relative to this project should be mentioned with reference to above table/criteria.</i></p> <p style="text-align: right;">Total = (A1) Weightage 35%</p> <p>(ii) Project Team: [100]</p> <p><u>Key Staff (with International Experience)</u> [25]</p> <p>a) Solar Power Expert [10]</p> <p>b) Contract and Procurement Expert [5]</p> <p>c) Planning, Monitoring and Evaluation Expert [6]</p> <p>d) Socio-Environment & Gender Empowerment Expert [4]</p> <p><u>Key Staff (with Local Experience)</u> [75]</p> <p>e) Team Leader / Solar Power Expert [25]</p> <p>f) Solar Power Expert [12]</p> <p>g) QA & QC Expert [8]</p> <p>h) Socio-Environment & Gender Empowerment Expert [10]</p> <p>i) Structure Engineer [5]</p> <p>j) Deputy Team Leaders (04 no.) / Solar Power Expert [15]</p>			Size of Assignment Relative to this Project (cost of services PKRs)			02 – 75 Million Rs	76 – 90 Million Rs	> 91 Million	Similarity	Feasibility study and/or detail design only	0.2	0.4	0.6	Construction supervision and/or management only	0.4	0.6	0.8	Feasibility Study, detail design, construction management & supervision	0.6	0.8	1
				Size of Assignment Relative to this Project (cost of services PKRs)																		
		02 – 75 Million Rs	76 – 90 Million Rs	> 91 Million																		
Similarity	Feasibility study and/or detail design only	0.2	0.4	0.6																		
	Construction supervision and/or management only	0.4	0.6	0.8																		
	Feasibility Study, detail design, construction management & supervision	0.6	0.8	1																		

	<p style="text-align: right;">Total = (A2) weightage 45%</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1) Education and qualifications</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td>2) Experience</td> <td style="text-align: right;">[75]</td> </tr> <tr> <td>3) Time with firm (salary slips for the claimed duration should be attached)</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td colspan="2" style="text-align: right;">—</td> </tr> <tr> <td style="text-align: right;">Total score:</td> <td style="text-align: right;">100</td> </tr> </table> <p>Note: Copies of degrees/certificates including valid PEC registration must be attached; otherwise, no marks will be awarded in the said category. For details, please see Annexure-I on page 87.</p> <hr/> <p>iii) Approach & Methodology: [100]</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">a) Innovativeness</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td>b) Methodology</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td>c) Work Plan</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td>d) Presenting Proposal to DCSC on multimedia</td> <td style="text-align: right;">[35]</td> </tr> <tr> <td>e) Facilities to be provided</td> <td style="text-align: right;">[10]</td> </tr> </table> <p style="text-align: right;">Total = (A3) weightage 20%</p> <p>Technical Score* = $\frac{A1[35]}{100} + \frac{A2[45]}{100} + \frac{A3[20]}{100}$</p> <p>Whereas, in each category (i, ii, iii) the firm should score minimum 60 points to qualify.</p> <p>The total minimum Technical Score required to pass is: 70 points The financial proposal of only those firms having technical score 70 points and above in their technical proposal evaluation shall be opened. The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical (T) and Financial Proposals (F) are: $T = 0.80$, and $F = 0.20$</p> <p>The single currency for price conversion is: PKR</p>	1) Education and qualifications	[20]	2) Experience	[75]	3) Time with firm (salary slips for the claimed duration should be attached)	[5]	—		Total score:	100	a) Innovativeness	[5]	b) Methodology	[20]	c) Work Plan	[30]	d) Presenting Proposal to DCSC on multimedia	[35]	e) Facilities to be provided	[10]
1) Education and qualifications	[20]																				
2) Experience	[75]																				
3) Time with firm (salary slips for the claimed duration should be attached)	[5]																				
—																					
Total score:	100																				
a) Innovativeness	[5]																				
b) Methodology	[20]																				
c) Work Plan	[30]																				
d) Presenting Proposal to DCSC on multimedia	[35]																				
e) Facilities to be provided	[10]																				
20.1	Expected date and address for contract negotiations: 28 th ,29 th JUNE ,2018, <u>Committee Room, PEDO House, Phase V, Hayatabad, Peshawar</u>																				
24.2	Successful consultant is required to submit Performance security in form of Pay order, demand draft or bank guarantee (At the rate of <u>2 %</u> of the contract amount).																				

District Wise Schools

S.No	Districts	Region	Boys					Girls					Grand Total
			High	Higher Sec	SecMiddle	Primary	Total	High	Higher Sec	SecMiddle	Primary	Total	
1	Abbottabad	Hazara	5		24	491	520	1		24	287	312	832
2	Bannu	South	7	1	14	183	205	2		9	106	117	322
3	Battagram	Hazara	16		18	260	294	1		12	80	93	387
4	Bunner	Malakand	6		8	122	136	2		3	34	39	175
5	Charsadda	Centre	4		5	134	143	1		12	113	126	269
6	Chitral	Malakand	16	1	11	142	170	2		4	80	86	256
7	D.I.Khan	South	1		32	185	218	8		20	119	147	365
8	Dir Bala	Malakand	8	2	28	332	370			8	78	86	456
9	Dir Payan	Malakand	6	1	11	170	188			8	64	72	260
10	Hangu	South	8		8	96	112	1		3	10	14	126
11	Hairpur	Hazara	4		19	184	207	4		16	76	96	303
12	Karak	South	9	1	21	247	278	1		3	109	113	391
13	Kohat	South	1		7	70	78	1		8	42	51	129
14	Kohistan	Hazara	29	3	48	334	414			6	54	60	474
15	Lakki	South	7		11	200	218	5		15	89	109	327
16	Malakand	Malakand			1	27	28			1	16	17	45
17	Manshera	Hazara	12	1	51	497	561	3		20	232	255	816
18	Mardan	Centre	1		4	97	102	5	1	13	131	150	252
19	Nowshera	Centre	1		9	59	69	2		11	68	81	150
20	Peshawar	Centre	11	1	29	268	309	9		32	243	284	593
21	Shangla	Malakand	10	1	7	207	225			3	30	33	258
22	Swabi	Centre	1		7	63	71	2		6	40	48	119
23	Swat	Malakand	3	1	8	261	273	1		7	88	96	369
24	Tank	South	1		3	42	46			4	43	47	93
25	Torghar	Hazara	5		23	124	152			1	58	59	211
Total			172	13	407	4795	5387	51	1	249	2290	2591	7978

The allocation mentioned above can be changed from one district to another due to non-availability of feasible schemes hence the number of schools may increase or decrease.

District Wise Health Facilities

S.No	Districts	Region	BHU	CD	CH	LC	MCH	RHC	SHC	TBC	Total
1	Abbottabad	Hazara	7	18				1			26
2	Battagram	Hazara	19	9	1	2	1	3		1	36
3	Bunner	Malakand	1					1			2
4	Charsadda	Centre	6								6
5	D.I.Khan	South	2	1							3
6	Dir Bala	Malakand	11								11
7	Dir Payan	Malakand	5	8							13
8	Haripur	Hazara		2				1	1		4
9	Kohat	South							1		1
10	Kohistan	Hazara	20	1							21
11	Lakki Marwat	South		1					2		3
12	Malakand	Malakand								1	1
13	Manshera	Hazara	7	17	1			1			26
14	Mardan	Centre	2								2
15	Peshawar	Centre	4	6			1	2			13
16	Shangla	Malakand	2	4		1					7
17	Swat	Malakand	3	3							6
18	Tank	South	1								1
	Total		90	70	2	3	2	9	4	2	182

BHU = Basic Health Unit

CD = Civil Dispensaries

CH= Civil Hospital

LC= Leprosy Centre

MCH= Maternity and Child Hospital

RCH= Rural Health Centre

SHC= Secondary Health Care

TBC= Tuberculosis Centre

		Regions				
		Central Region (Main Office)	Malakand	Hazara	South	Total
Number of Schools		1383	1819	3023	1753	7978
Number of BHUs		21	40	113	8	182
Total Units Package wise		1404	1859	3136	1761	8160
Consultant Proposed Staff						
Project Team						
<u>Key Staff (With International Experience) *</u>						
a)	Solar Power Expert	1				1
b)	Contract & Procurement Expert	1				1
c)	Planning, Monitoring and Evaluation Expert	1				1
d)	Socio-Environment & Gender Emp Expert	1				1
<u>Key Staff (With local Experience)</u>						
e)	Team Leader- Solar Power Expert	1				1
f)	Deputy Team Leader - Solar Power Expert	1	1	1	1	4
g)	QA & QC Expert	1	1	2	1	5
h)	Socio-Environment & Gender Emp Expert	1				1
i)	Structure Engineer	1	1	1	1	4
<u>Non Technical Support Staff</u>						
j)	Administration & Finance Officer	1	1	1	1	4
k)	Office Asstt	1	1	1	1	4
l)	Naib Qasid	1	1	1	1	4
m)	Chowkidar	1	1	1	1	4
n)	Driver	1	1	1	1	4
o)	Sweeper	1	1	1	1	4
<u>Technical Support Staff</u>						
p)	Field Engineer Solar	2	2	2	2	8
q)	Site Inspector Solar	4	4	4	4	16
r)	Gender & Social Organizer	1	1	1	1	4
s)	Assistant GSO	2	2	2	2	8
t)	Asstt Admin & Accounts	1	1	1	1	4
Total Head Count		25	19	20	19	83

**International Experience = Pakistani/foreign National with overseas experience.*

Staff Man-Month Detail				
Key Staff (International Experience) *				
S.No	Head Office Based/Availability	Position	No	Total MM
1	Intermittent	Solar Power Expert	1	12
2		Contract & Procurement Expert	1	8
3		Planning, Monitoring and Evaluation Expert	1	12
4		Socio-Environment & Gender Emp Expert	1	12
Key Staff (Local Experience) Experience)				44
S.No	HO/Regional based -Availability	Position	No	Total MM
1	Full Time	Team Leader- Solar Power Expert	1	41
2		Deputy Team Leader - Solar Power Expert	4	164
3		Socio-Environment & Gender Emp Expert	1	41
4	Intermittent	QA & QC Expert	5	150
5		Structure Engineer	4	140
Non Technical Support Staff				536
S.No	Head Office/Regional Based/Availability	Position	No	Total MM
1	Full Time	Administration & Finance Officer	4	164
2		Office Asstt	4	164
3		Naib Qasid	4	164
4		Chowkidar	4	164
5		Driver	4	164
6		Sweeper	4	164
Technical Support Staff (Site Offices)				984
S.No	Head Office Based/Availability	Position	No	Total MM
1	Full Time	Field Engineer Solar	8	328
2		Site Inspector Solar	16	656
3		Gender & Social Organizer	4	164
4		Assistant GSO	8	328
5		Asstt Admin & Accounts	4	164
				1640
<u>Total Man Month **</u>				<u>3204</u>

* *International Experience = Pakistani/foreign National with overseas experience.*

***The consultant may propose adjustments in the man months of key personnel only, as for as the total remain the same. The Man month above are for the 04 packages (Complete project)*

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 13.1 of the Data Sheet for format of Technical Proposal to be submitted, and Paragraph 13.1 of Section 2 of the RFP for Standard Forms required and number of Pages recommended.

Form TECH-1. Technical Proposal Submission Form.....	26
Form TECH-2. Consultant’s Organization and Experience	
A - Consultant’s Organization.....	27
B - Consultant’s Experience.....	28
Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PE	
A - On the Terms of Reference	29
Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment	30
Form TECH-5. Team Composition and Task Assignments.....	31
Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff.....	32
Form TECH-7. Staffing Schedule ¹	34
Form TECH-8. Work Schedule.....	35

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope^{1 2}.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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: _____

Name of Firm: _____

Address:

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

For FTP Only

Form TECH-2. Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two Pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro/PKR):
Country: Location within country:	Duration of assignment (months):
Name of PE:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro/PKR):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

For FTP Only

Form TECH-3. Comments and suggestions on the Terms of Reference *On the Terms of Reference*

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve Performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the PE should omit the following text in *Italic*)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 Pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the exacted output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PE), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF

1. Proposed Position *[only one candidate shall be nominated for each position]*: _____
2. Name of Firm *[Insert name of firm proposing the staff]*: _____
3. Name of Staff *[Insert full name]*: _____
4. _____ Date _____ of _____ Birth:
_____ Nationality: _____
- Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*: _____
5. Membership of Professional Associations: _____
6. Other Training *[Indicate significant training since degrees under 5 - Education were obtained]*:
7. Countries of Work Experience: *[List countries where staff has worked in the last ten years]*: _
8. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*:
- 10. Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From *[Year]*: ____ To *[Year]*:

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p>[List all tasks to be Performed under this assignment]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: Year:</p> <p>Location: PE:</p>
	<p>Main project features: Positions held:</p>
	<p>Activities Performed:</p>

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Form TECH-7. Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		i	2	3	4	5	6	7	8	9	10	11	12	n	Home Field ³	Total	
Foreign																	
1		[Home]															
		[Field\															
2																	
3																	
n																	
													Subtotal				
Local																	
1		[Home]															
		[Field\															
2																	
n																	
													Subtotal				
													Total				

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input

Part time input

FORM TECH-8. WORK SCHEDULE

N°	Activity	Months ²												
		i	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PE approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase. ³

3 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from 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 under Para. 14.1 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 3 of the Letter of Invitation.

Form FIN-1. Financial Proposal Submission Form.....	37
Form FIN-2. Summary of Costs	38
Form FIN-3. Breakdown of Costs by Activity	39
Form FIN-4. Breakdown of Remuneration.....	40
Form FIN-5. Breakdown of Remuneration (Non Salary Cost).....	41

Form FIN-1. Financial Proposal Submission Form

[Location, Date]

To: [Name and address of PE]

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 sum of [Insert amount(s) in words and figures ⁴⁵].

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 Paragraph Reference 9.1 of the Data Sheet.

Commissions and gratuities Paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

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

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: _____

Name of Firm: _____

Address'

4 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
5 If applicable, replace this Paragraph with: "No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2. Summary of Costs

Item	Costs	
	<i>Indicate Foreign Currency ()</i> ¹	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal ²		

- 1** Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2** Indicate the total costs excluding local taxes to be Paid by the PE in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3.

Breakdown of Costs by Activity¹

2	3			
Group of Activities (Phase):	Description:			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]⁴</i>	<i>[Indicate Foreign Currency # 2]⁴</i>	<i>[Indicate Foreign Currency # 3]⁴</i>	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

4 Indicate separately staff-month rate and currency for home and field work.

5 Indicate, separately for home and field work, the total exacted input of staff for carrying out the group of activities or phase indicated in the Form.

Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Form FIN-4. Breakdown of Remuneration¹

(This Form FIN-4 shall only be used when the remuneration shall be **Lump Sum**. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)^{6 7 8 9}

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		\Home 1 \Field\
Local Staff		
		\Home 1 \Field\

-
- 6 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
 - 7. Professional Staff should be indicated individually; Support Staff should be indicated Per category (e.g.: draftsmen, clerical staff).
 - 8 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
 - 9 Indicate separately staff-month rate and currency for home and field work.

Form FIN-5. Breakdown of Reimbursable Expenses¹

Non Salary Cost items								
N°	Description²	Unit	Unit Cost³	Quantity	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency]⁴
	Per diem allowances	Day						
	International flights if any	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of Personal effects	Trip						
	Use of computers, software							
	Vehicles							
	Laboratory tests.							
	Sub-contracts							
	Local transportation costs,POL etc							
	Office rent, clerical assistance							
	Training of the PE's Personnel⁵							
Total Costs								

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN- 2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
- 5 Only if the training is a major component of the assignment, defined as such in the TOR.

SECTION 5: TERMS OF REFERENCES (ToRs)

Terms of Reference

INTRODUCTION

1. The Government of the Province of Khyber Pakhtunkhwa in the Islamic Republic of Pakistan (the IA) has started, among others, a challenging Program to facilitate access to electricity to remote villages and/or other off grid installations (schools and medical centres) by means of the use of PV Solar and other renewable sources of energy.
2. With this initiative, the Government of KP shall provide electricity from clean sources to inhabitants that currently do not or have limited access to electricity, facilitate a better education to pupils by means of facilitating access to tuition after day time and also access to computerized education and extended and upgraded medical assistance in remote villages.
3. Pakhtunkhwa Energy Development Organization (PEDO), a statutory body within the GoKP has been appointed as the Executing Agency (EA) for this Program.
4. PEDO wishes to recruit a Project Management and Supervision Consultant (the Consultant; a firm) to assist PEDO's Project Management Unit (PMU) to implement the project to its specified standards, complete on schedule, ensure a proper monitoring of the results and with no cost overruns. The Consultant will also provide advisory and capacity development services for procurement stage, project implementation and for the operation and maintenance of the system introduced under the project. The Consultant's responsibilities including but not limited to the following:
 - Assist PMU in procurement process, including reviewing bidding documents (already prepared) for Contractors, preparing addendum to the bidding documents, if necessary, communicating with the bidders, reviewing bids, conducting pre-bid meeting and bid opening, preparing bid evaluation reports, concluding contract negotiations and award etc.,
 - Assist PMU in contract management for the Developing contractors, including managing claims raised by the Contractors as well as issuing variation orders to Developing contractors;
 - Certify payments to the Developing contractors;
 - Control costs, quality and schedule of contractors' works and deliverables;
 - On behalf of the Client, inspect and accept goods and services related to the Program;
 - Recommend appropriate mitigation measures when quality of deliverables does not meet the specifications;
 - Define and ensure that implementation by the Developing contractors of an installation safety process manual that follows local regulations, standards and best practices and are not in any way conflictive with ADB principles;
 - Fully operationalize and ensure the update of the Monitoring and fully operationalize and ensure the update of the Monitoring and Evaluation (M&E) System and the associated software⁷ and produce necessary

⁷ The EA has established an M&E system that comprises a number of indicators that provide an overview
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- reports;
- Assist the Client in implementing the gender action plan and public information program relating to gender mainstreaming
 - Assist the client in ensuring that all Social and Environmental provisions are met as per the local regulations in place.
 - Review and approval of Feasibility Studies & Design Reports
 - Construction supervision
 - Ensuring monthly targets are met with quality assurance
 - Ensuring availability of Contractor equipment, material and supervisory staff at site.
 - Preparation and submission of daily progress reports.
 - Ensure specification compliance through quality assurance and quality control.
 - Measurement of Quantities as per feasibility studies
 - Testing and commissioning of Solar Systems in Schools and Health Facilities through contractors
 - Processing of invoices for payments and disbursements
 - Asset Transfer and associated activities
 - Project completion certificates
 - Mobilization of education & health department communities for smooth operation of Solar Systems in Schools and Health facilities
 - Guide the client regarding present regulations of NEPRA for Net Metering and the expected future regulations pertaining to Net Metering
 - Approve and adopt guidelines and manual for (i) site verification (ii) feasibility studies; (iii) detailed design; (iv) procurement; (v) operation & maintenance; (vi) asset management and (vi) asset transfer to education and health departments of govt. of KPK
 - Structure and adapt the program performance monitoring system (PPMS). The system will incorporate the recommendations to ensure all program indicators are effectively monitored and accurately reported during the entire program.
 - Adapt the centralized internet-based Monitoring & Evaluation (M&E) system with access provided to education and health departments and ADB. This system / software is already available / prepared and handed over by ABD to PEDO. The prospective consultants / firms will adapt this system / software for the solar program.
 - Submit bi-annual program progress reports for ADB review and approval.
 - Implement Gender Mainstreaming Strategy for the Solar Program and include the implementation progress in the implementing agency's bi-annual monitoring report.
 - Community consultations include consultations with women beneficiaries concerning project benefits.
 - Collect data and information necessary for verification of gender indicators as mentioned in the DMF (Design & Monitoring

of the entire Solar Program progress and raise the necessary alarms when necessary. The system is based on a web based software that shall be implemented and maintained by the EA.

Framework) at the outset as well as at program completion. DMF is an ADB created document, which will be provided to all prequalified bidders in its originality and shall be considered as part of the RFP document. However, all prospective bidders are informed that DMF is applicable to both Govt. of Punjab and Govt. of KPK loan Covenants but bidders shall use only that part of DMF document that pertains to Solar Program under Govt. of KPK with PEDO as the executing agency. Any misrepresentation / misinterpretation of DMF will be at bidders own risk and cost.

- Identify and engage companies / firms that can recycle batteries for the SHSs to ensure environment protection and communities' health and safety.

5. Based on the aforementioned M&E system, the Consultant will also assist PEDO's PMU in preparing and implementing a Project Performance Monitoring System (PPMS) to evaluate effectiveness of the Project. The PPMS will measure project performance against the parameters as set out in the Design and Monitoring Framework (DMF) of the Report and Recommendations to the President (An ADB Document as mentioned above). The PPMS will establish baseline data and benchmarks, collect necessary information, monitor progress, identify benefits and evaluate social impact.

6. Output and Reporting Requirements: The Consultant is required to submit the following reports to the Client and Asian Development Bank (ADB) during the Project implementation:

- (i) Inception report within 1 month of mobilization;
- (ii) Review of bidding documents and addendum (addenda) to bidding documents, if necessary;
- (iii) Bid Evaluation Reports in compliance with ADB's requirement and format;
- (iv) Monthly progress report (short reports) based on the outputs of the M&E system identifying physical progress, implementation issues, cost control/variation (if any), and outputs achieved;
- (v) Quarterly progress report (detailed report) including all aspects of contract management and supervision as per requirements of ADB's Result Based Lending (RBL) and project agreements;
- (vi) Detailed variation orders or any other supporting documents required by the Client for approving any of the activities conducted by the consultant;
- (vii) A Project completion report within 3 months of the completion 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) Fully functional PPMS (Program Performance Monitoring System).

7. All reports should be submitted in English

8. The following key staff will be required to accomplish the tasks in addition to other support staff.

Key Staff (With International Experience)		
Sr. No	Availability	Position
1	Intermittent	Solar power Expert
2		Contract and Procurement Expert
3		Planning, Monitoring & Evaluation Expert
4		Socio-Environment & Gender Empowerment Expert
Key Staff (With Local Experience)		
Sr. No	Availability	Positions
1	Full Time	Team Leader-Solar Power Expert
2		Deputy Team Leader Solar Power Expert (04 positions)
3		Socio-Environment & Gender Empowerment Expert
4	Intermittent	QA & QC Expert
5	Intermittent	Structure Engineer
Other Office Support Staff (Non Technical)		
Sr. No	Availability	Positions
1	Full Time	Administration and Finance Officer
2		Office Assistant
3		Naib Qasid
4		Chowkidar
5		Drivers
6		Sweeper
Technical Support Staff (Site Offices)		
Sr. No	Availability	Positions
1	Full Time	Field Engineer (Solar)
2		Site Inspector/ Sub-Engineer (Solar)
3		Gender & Social Organizer (GSO)
4		Asstt: GSO
5		Asstt: Admin. & Finance

Note:

70% of key personnel (local + international) will be from lead firm in case of JV.

Package Details:

Package-1 (Central Region) includes Peshawar, Mardan, Charsadda, Nowshera and Swabi.

Package-2 (Malakand Region) includes Swat, Malakand, Buner, Shangla, Lower Dir, Upper Dir, Chitral.

Package-3 (Hazara Region) includes Abbottabad, Haripur, Manshera, Battagram, Kohistan, Torghar.

Package-4 (Southern Region) includes Bannu, Lakki Marwat, Kohat, Hangu, Karak, Tank, D. I Khan.

For bidding purposes, also refer to clause 16, page-13 of Section-II, Instruction to Consultants.

Price shall be quoted in Lump sum with package wise breakup.

SECTION-6: STANDARD FORM OF AGREEMENT & CONDITIONS OF CONTRACT

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

Between

(NAME OF THE CLIENT)

And

(NAME OF THE CONSULTANT)

For

(BRIEF SCOPE OF SERVICES)

Of

(NAME OF PROJECT)

Month and Year

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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 Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
- (b) “Procuring Entity PE” means the implementing department which signs the contract
- (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the PE’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Khyber Pakhtunkhwa.
- (j) “Local Currency” means Pak Rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them.

- (m) “Personnel” means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) “Sub-Consultants” means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

**1.2 Law
Governing
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 is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PE may approve.

**1.6 Authority
of Member
in Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE.

1.7 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PE or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes & Duties

The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

A. If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

Any Personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

B. If the Consultant or any of his Sub-consultants, 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 Sub-consultant, 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 Sub-consultant, agents or servants.

1.9 Fraud Corruption

On termination of the Contract under Sub-Para (b) of this Sub Clause, the Consultant shall proceed in accordance with Sub Clause 1.8 A. Payment upon such termination shall be made under Sub-Clause 1.8 A after having deducted the amounts due to the Client under 1.8 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 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 as soon as possible about the occurrence of such an event.
- 2.5.3 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.
- 2.5.4 Payments** During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant 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 purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

The PE may terminate this Contract in case of the occurrence of any of the events specified in Paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PE shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

2.6.1 By the PE

(a) If the Consultant does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PE, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause GC 2.6.2:

(a) If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PE shall make the following Payments to the Consultant:

2.6.3. Payment Upon Termination

(a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;

(b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

The Consultant shall Perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PE, and shall at all times support and safeguard the PE's legitimate interests in any dealings with Sub-Consultants or third parties.

3.1.1 Standard of Performance

3.2 Conflict of Interests

The Consultant shall hold the PE's interests Paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant 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 Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PE, the Consultant and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

Rule 29(2), The Consultant (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE’s request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.

3.5 Consultant’s Actions Requiring PE’s Prior Approval

The Consultant shall obtain the PE’s prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the Performance of any Part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PE the reports and documents specified in **Appendix B** hereto, in the form, in the numbers and within the time Period set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix B.

3.7 Documents Prepared by the Consultant to be the Property of the PE

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8 Accounting,
Inspection and
Auditing**

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Consultant's attention is drawn to Clause 1.9 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

**4.1 Description
of Personnel**

The Consultant shall employ and provide such qualified and Personnel Experienced Personnel and Sub-Consultants as are required to carry out the Services.

The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PE.

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

(a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a Person of equivalent or better qualifications.

(b) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PE

- 5.1 Assistance and Exemptions The PE shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2.
- 5.3 Services and Facilities The PE shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-sum Payment The total Payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 . If the Parties have agreed to additional Payments in accordance with Clause 2.4.
- 6.2 Contract Price The price Payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.3 Payment for Additional services For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the Payment schedule stated in the SC. Unless otherwise stated in the SC, the first Payment shall be made against the provision by the Consultant of an advance Payment guarantee for the same amount, and

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other Payment shall be made after the conditions listed in the SC for such Payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the parties as to matters arising pursuant to this Contract that 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 specified in the SC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of Amendments of, and Supplements to, Clauses in the
GC Clause General Conditions of Contract

{1.1} Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public Procurement Rules 2014 .

(r) “Project” means “Solarization of 8000 Schools and 187 BHUs in Khyber Pukhtunkhwa “
ADB 3476-PAK (2017-18)

1.3 The language is English.

1.4 **Notices :**

For the PE :

Procuring Entity: PEDO KPK, Peshawar

Attention: Mr.Tahir Naeem Alyana

Project Director (Solar)

PEDO Peshawar

Telephone: 091-9217196

Facsimile: 091-9217196

E-mail: pd.solar@pedo.pk

For the Consultant:

Attention:

Facsimile:

E-mail:

{1.6} {The Member in Charge is [insert name of member]}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7 The Authorized Representatives are:

For the PE: Engr.Tahir Naeem Alyana , PD Solar ,PEDO , KPK

For the Consultant: _____

1.8 Consultants Shall pay all taxes and duties levied as per applicable laws of Pakistan including any applicable tax by the provincial Government.

The PE warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PE shall Pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the SubConsultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the SubConsultants and the Personnel in respect of:

- (a) any Payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or Permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their Personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) "deleted"

2.2 Commencement of Services

The Consultants shall commence within 07 days after the date of the signing of the Contract Agreement

2.3 Expiration of Contract

3.6

The period for completion of services shall be **41 months**
For design, supervision etc from the commencement date of the services

3.4 Insurance to be taken out by the Consultant

As per Clause 3.4 of the obligations of the consultants (GC)

3.5 (c) Consultants Actions requiring PE's prior Approval

The other actions are :

- (i) Issuing variation 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 the works.
 - Any items of work covered under provisional sums.
- (ii) Claim from the contractor for extra payment with full supporting details and consultants recommendations, if any, for settlement.
- (iii) Detail of any nominated sub-contractors
- (iv) Any action terms of Performance Guarantee or Insurance Policy.
- (v) Any action by the consultants effecting the costs under the following clauses of conditions of contract of the construction 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
 - Frustrations
- (vi) Final measurement statement.
- (vii) Release of retention money.
- (viii) Any change in the ratios of various currencies of payments.

The Client shall approval of the Documents immediately but not later than Twenty one (21) calendar days from the date of their submission by the consultants.

3.7 Documents Prepared by the Consultants to be the property of the PE

Neither party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other party.

Assistance and Exemptions

- 5.1** PE will assist to obtain permits which may be required for right – of – way, entry upon the lands and properties for the purposes of this contract.

Lump Sum Payments

- 6.1** The Payment shall be made as per Appendix – H

Contract Price

- 6.2** The amount will be in local currency is Rupees _____ () inclusive of all applicable Taxes.

Payment for Additional Services

- 6.3** 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 services as a results of clients instructions.
 - (d) 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.
 - (e) The Consultant 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 with in two weeks of this intimation, such additional time, remuneration and reimbursable direct cost expenditure shall be deemed to become part of the contract. Such remuneration and reimbursable direct costs expenditures shall be determined on the basis of rates provided in Appedices D and E, in case the additional services are performed during the schedule period of services, otherwise remuneration for additional services shall be determined on the basis of consultant’s billing rates prevailing at the time of performing the additional services.

6.4

Terms and Conditions of Payment

All the payments will be made in the name of “ . Payments will be made to the consultant as per detail / schedule provided in Appendix – H. Payments due to the consultant shall be paid by the clients to the consultant with in Twenty Eight (28) days in case of local currency and Fifty Six (56) days in case of foreign currency after the consultant’s invoice has been delivered to the client.

6.4.1

Delayed Payments :

If the client has delayed payments beyond the period stated in SC 6.4, financing charges shall be paid to the consultant @ as specified below.

Financing Charges for delayed payments are as under :

For Local Currency = Eight Percent (8%) per annum.

8.2

Dispute Resolution

Dispute shall be settled through KPPRA Rules 2014 or Arbitration.

APPENDICES

Appendix A

Description of Services

(TORS FOR SERVICES)

1.1 Description:

The Government of the Province of Khyber Pakhtunkhwa in the Islamic Republic of Pakistan (the IA) has started, among others, a challenging Program to facilitate access to electricity to remote villages and/or other off grid installations (schools and medical centres) by means of the use of PV Solar and other renewable sources of energy.

With this initiative, the Government of KP shall provide electricity from clean sources to inhabitants that currently do not or have limited access to electricity, facilitate a better education to pupils by means of facilitating access to tuition after day time and also access to computerized education and extended and upgraded medical assistance in remote villages.

1.2 Location & Technical Parameters:

Pakhtunkhwa Energy Development Organization (PEDO), a statutory body within the GoKP has been appointed as the Executing Agency (EA) for this Program. Solar PV system will be installed in 8000 Schools and 187 BHUs in KPK. Solar Photo Voltaic Plant consist of the Solar Module Array, Modules Mounting Structure, Inverter, Batteries, Control and Protection, interconnect Cables and Switches.

1.3 Scope & Duration of the Services:

PEDO wishes to recruit a Project Management and Supervision Consultant (the Consultant; a firm) to assist PEDO's Project Management Unit (PMU) to implement the project to its specified standards, complete on schedule, ensure a proper monitoring of the results and with no cost overruns. The Consultant will also provide advisory and capacity development services for procurement stage, project implementation and for the operation and maintenance of the system introduced under the project. The Consultant's responsibilities including but not limited to the following:

- i. Assist PMU in procurement process, including reviewing bidding documents (already prepared) for Contractors, preparing addendum to the bidding documents, if necessary, communicating with the bidders, reviewing bids, conducting pre-bid meeting and bid opening, preparing bid evaluation reports, concluding contract negotiations and award etc.,
- ii. Assist PMU in contract management for the Developing contractors, including managing claims raised by the Contractors as well as issuing variation orders to Developing contractors;
- iii. Certify payments to the Developing contractors;
- iv. Control costs, quality and schedule of contractors' works and deliverables;

- v. On behalf of the Client, inspect and accept goods and services related to the Program;
- vi. Recommend appropriate mitigation measures when quality of deliverables does not meet the specifications;
- vii. Define and ensure that implementation by the Developing contractors of an installation safety process manual that follows local regulations, standards and best practices and are not in any way conflictive with ADB principles;
- viii. Fully operationalize and ensure the update of the Monitoring and fully operationalize and ensure the update of the Monitoring and Evaluation (M&E) System and the associated software and produce necessary reports;
- ix. Assist the Client in implementing the gender action plan and public information program relating to gender mainstreaming
- x. Assist the client in ensuring that all Social and Environmental provisions are met as per the local regulations in place.
- xi. Review and approval of Feasibility Studies & Design Reports
- xii. Construction supervision
- xiii. Ensuring monthly targets are met with quality assurance
- xiv. Ensuring availability of Contractor equipment, material and supervisory staff at site.
- xv. Preparation and submission of daily progress reports.
- xvi. Ensure specification compliance through quality assurance and quality control.
- xvii. Measurement of Quantities as per feasibility studies
- xviii. Testing and commissioning of Solar Systems in Schools and Health Facilities.
- xix. Processing of invoices for payments and disbursements
- xx. Asset Transfer and associated activities
- xxi. Project completion certificates
- xxii. Mobilization of education & health department communities for smooth operation of Solar Systems in Schools and Health Facilities.
- xxiii. Guide the client regarding present regulations of NEPRA for Net Metering and the expected future regulations pertaining to Net Metering
- xxiv. Approve and adopt guidelines and manual for (i) site verification (ii) feasibility studies; (iii) detailed design; (iv) procurement; (v) operation & maintenance; (vi) asset management and (vi) asset transfer to education and health departments of govt. of KPK
- xxv. Structure and adapt the program performance monitoring system (PPMS). The system will incorporate the recommendations to ensure all program indicators are effectively monitored and accurately reported during the entire program.
- xxvi. Adapt the centralized internet-based Monitoring & Evaluation (M&E) system with access provided to education and health departments and ADB. This system / software is already available / prepared and handed over by ABD to PEDO. The prospective consultants / firms will adapt this system / software for the Solar program.
- xxvii. Submit bi-annual program progress reports for ADB review and approval.
- xxviii. Implement Gender Mainstreaming Strategy for the Solar Program and include the implementation progress in the implementing agency's bi-annual monitoring report.

- xxix. Community consultations include consultations with women beneficiaries with regards to project benefits.
- xxx. Collect data and information necessary for verification of gender indicators as mentioned in the DMF (Design & Monitoring Framework) at the outset as well as at program completion. DMF is an ADB created document which will be provided to all prequalified bidders in its originality and shall be considered as part of the RFP document. However, all prospective bidders are informed that DMF is applicable to both Govt. of Punjab and Govt. of KPK loan Covenants but bidders shall use only that part of DMF document which pertains to Solar Program under Govt. of KPK with PEDO as the executing agency. Any misrepresentation / misinterpretation of DMF will be at bidders own risk and cost.
- xxxi. Identify and engage companies / firms that can recycle batteries to ensure environment protection and communities' health and safety.

1.3.1

Duration:

02 Months (Detail Design, Preparation of Tender Documents and Bid Evaluation of the Contractors. Award of contract to contractor)

27 Months (Supervision of Installation, Testing and Commissioning and Operation & Maintenance, of Schools and BHUs in KPK as per Annex –A.

12 Months from the date of Installation (Services during Defect Liability Period of the Contractor)

1.3.2

Monitoring & Evaluation System:

Based on the aforementioned M&E system, the Consultant will also assist PEDO's PMU in preparing and implementing a Project Performance Monitoring System (PPMS) to evaluate effectiveness of the Project. The PPMS will measure project performance against the parameters as set out in the Design and Monitoring Framework (DMF) of the Report and Recommendations to the President (An ADB Document as mentioned above). The PPMS will establish baseline data and benchmarks, collect necessary information, monitor progress, identify benefits and evaluate social impact.

1.3.3

Output and Reporting Requirements:

The Consultant is required to submit the following reports to the Client and Asian Development Bank (ADB) during the Project implementation:

- (i) Inception report within 1 month of mobilization;
- (ii) Review of bidding documents and addendum (addenda) to bidding documents, if necessary;
- (iii) Bid Evaluation Reports in compliance with ADB's requirement and format;
- (iv) Monthly progress report (short reports) based on the outputs of the M&E system identifying physical progress, implementation issues, cost control/variation (if any), and outputs achieved;
- (v) Quarterly progress report (detailed report) including all aspects of contract management and supervision as per requirements of ADB's Result Based Lending (RBL) and project agreements;

- (vi) Detailed variation orders or any other supporting documents required by the Client for approving any of the activities conducted by the consultant;
- (vii) A Project completion report within 3 months of the completion 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) Fully functional PPMS (Program Performance Monitoring System).

2. Language: All reports should be submitted in English

Package Details:

Package-1 (Central Region) includes Peshawar, Mardan, Charsadda, Nowshera and Swabi.

Package-2 (Malakand Region) includes Swat, Malakand, Buner, Shangla, Lower Dir, Upper Dir, Chitral.

Package-3 (Hazara Region) includes Abbottabad, Haripur, Manshera, Battagram, Kohistan, Torghar.

Package-4 (Southern Region) includes Bannu, Lakki Marwat, Kohat, Hangu, Karak, Tank, D. I Khan.

3. Schedule of Payments:

As per Annex –H

Annex - A
Tentative/Interim Scope for Solarisation of Schools and BHUs

A. District Wise Detail of Schools

Detail Sheet Attached as Annex –A (1)

B. District wise Health Facilities

Detail Sheet Attached as Annex –A(2)

Annex –A (1)

<u>District Wise Schools</u>													
S.No	Districts	Region	Boys					Girls					Grand Total
			High	Higher Sec	Middle	Primary	Total	High	Higher Sec	Middle	Primary	Total	
1	Abbottabad	Hazara	5		24	491	520	1		24	287	312	832
2	Bannu	South	7	1	14	183	205	2		9	106	117	322
3	Battagram	Hazara	16		18	260	294	1		12	80	93	387
4	Bunner	Malakand	6		8	122	136	2		3	34	39	175
5	Charsadda	Centre	4		5	134	143	1		12	113	126	269
6	Chitral	Malakand	16	1	11	142	170	2		4	80	86	256
7	D.I.Khan	South	1		32	185	218	8		20	119	147	365
8	Dir Bala	Malakand	8	2	28	332	370			8	78	86	456
9	Dir Payan	Malakand	6	1	11	170	188			8	64	72	260
10	Hangu	South	8		8	96	112	1		3	10	14	126
11	Hairpur	Hazara	4		19	184	207	4		16	76	96	303
12	Karak	South	9	1	21	247	278	1		3	109	113	391
13	Kohat	South	1		7	70	78	1		8	42	51	129
14	Kohistan	Hazara	29	3	48	334	414			6	54	60	474
15	Lakki	South	7		11	200	218	5		15	89	109	327
16	Malakand	Malakand			1	27	28			1	16	17	45
17	Manshera	Hazara	12	1	51	497	561	3		20	232	255	816
18	Mardan	Centre	1		4	97	102	5	1	13	131	150	252
19	Nowshera	Centre	1		9	59	69	2		11	68	81	150
20	Peshawar	Centre	11	1	29	268	309	9		32	243	284	593
21	Shangla	Malakand	10	1	7	207	225			3	30	33	258
22	Swabi	Centre	1		7	63	71	2		6	40	48	119
23	Swat	Malakand	3	1	8	261	273	1		7	88	96	369
24	Tank	South	1		3	42	46			4	43	47	93
25	Torghar	Hazara	5		23	124	152			1	58	59	211
Total			172	13	407	4795	5387	51	1	249	2290	2591	7978

The allocation mentioned above can be changed from one district to another due to non-availability of feasible schemes

Annex –A(2)

District Wise Health Facilities

S.No	Districts	Region	BHU	CD	CH	LC	MCH	RHC	SHC	TBC	Total
1	Abbottabad	Hazara	7	18				1			26
2	Battagram	Hazara	19	9	1	2	1	3		1	36
3	Bunner	Malakand	1					1			2
4	Charsadda	Centre	6								6
5	D.I.Khan	South	2	1							3
6	Dir Bala	Malakand	11								11
7	Dir Payan	Malakand	5	8							13
8	Haripur	Hazara		2				1	1		4
9	Kohat	South							1		1
10	Kohistan	Hazara	20	1							21
11	Lakki Marwat	South		1					2		3
12	Malakand	Malakand								1	1
13	Manshera	Hazara	7	17	1			1			26
14	Mardan	Centre	2								2
15	Peshawar	Centre	4	6			1	2			13
16	Shangla	Malakand	2	4		1					7
17	Swat	Malakand	3	3							6
18	Tank	South	1								1
	Total		90	70	2	3	2	9	4	2	182

Appendix B
(REPORTING REQUIREMENTS)

The consultant shall submit the following reports (in both hard and soft copies).

S.No	Submission/Report	Number of Copies	Due Date
1.	Inception Report	03	One Month after Mobilization
2.	Progress Report Monthly	03	Every 10th Day of the Month
3.	Revised PC 1	05	One week after written request of the client
4.	Submission of IPC (<i>Interim Payment Certificate</i>) – (Handing/taking over certificate)	01	01 week after submission of each IPC
5.	PC IV	03	03 Months after completion of project

Appendix – C

Key Personnel and Sub Consultants.

The following key staff will be required to accomplish the tasks in addition to other support staff.

Key Staff (With International Experience)		
Sr. No	Availability	Position
1	Intermittent	Solar power Expert
2		Contract and Procurement Expert
3		Planning, Monitoring & Evaluation Expert
4		Socio-Environment & Gender Empowerment Expert
Key Staff (With Local Experience)		
Sr. No	Availability	Positions
1	Full Time	Team Leader-Solar Power Expert
2		Deputy Team Leader Solar Power Expert (04 positions)
3		Socio-Environment & Gender Empowerment Expert
4	Intermittent	QA & QC Expert
5	Intermittent	Structure Engineer
Other Office Support Staff (Non Technical)		
Sr. No	Availability	Positions
1	Full Time	Administration and Finance Officer
2		Office Assistant
3		Naib Qasid
4		Chowkidar
5		Drivers
6		Sweeper
Technical Support Staff (Site Offices)		
Sr. No	Availability	Positions
1	Full Time	Field Engineer (Solar)
2		Site Inspector/ Sub-Engineer (Solar)
3		Gender & Social Organizer (GSO)
4		Asstt: GSO
5		Asstt: Admin. & Finance

Appendix – D

Breakdown of Contract Price in Foreign Currency.

(Applicable if quoted price is in foreign currency)

Appendix – E

Breakdown of Contract Price in Local Currency

Consultancy Services for Design/Review & Supervision during Installation and defect liability period (DLP) of the Project “Solarisation of 8000 Schools and 187 BHUs in KPK” ADP # 3476-PAK

SUMMARY OF COSTS

Description			
Salary Cost Remuneration			
Direct (Non Salary) Cost			
Contingencies			
Sub-Total in Figures			
Sub-Total in Words			

Appendix – F (N/A)

SERVICES & FACILITIES TO BE PROVIDED BY THE CLIENT

Appendix G

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

[name of Supplier] hereby declares that it has not obtained or

induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. Paid or Payable to any one and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further Pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

APPENDEX – H
(PAYMENT TERMS)

A. DESIGN PHASE:

20% Payment on completion of the following activities:

S.No	Activity Description	% age Payments
1.	Design/Layout Drawings(Single Line) Preparation of Bidding Documents	05%
2.	Inception Report	05%
3.	Technical Evaluation of bids & Selection of Contractor	05%
4.	Preparation of Contract agreement and Work Order Award of contract to contractor	05%
	Total	20%

B. SUPERVISION PHASE:

80% payment will be made as per details given below:

- 10% on completion of 10% of contractor work
- 10% on completion of 20% of the contractor work
- 10% on completion of 30% of the contractor work
- 10% on completion of 40% of the contractor work
- 10% on completion of 50% of the contractor work
- 10% on completion of 70% of the contractor work
- 10% on completion of 90% of the contractor work
- 05% on completion of 100% of the contractor work
- 05% on completion of DLP and submission of PC IV

CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert PE ’s name]* (“the PE”) having its principal place of business at *[insert PE ’s address]*, and *[insert Consultant ’s name]* (“the Consultant”) having its principal office located at *[insert Consultant ’s address]*.

WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral Part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time Period listed in such Annex, and the Personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to Perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the PE shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Paragraph 4.

4. Economic Price Adjustment :
Not Applicable

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed 03% Per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as Per following provision: “Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] the calendar month after the date of the Contract) by applying the following formula:

$$Rl = Rlo \times \frac{Ilo}{I}$$

where *Rl* is the adjusted remuneration, *Rlo* is the remuneration Payable on the basis of the rates set forth in Annex C for Payable remuneration, *I* is the official rate of inflation for the first month for which the adjustment is to have effect and, *Ilo* is the official rate of inflation for the month of the date of the Contract.”]

5. Project Administration

A. Coordinator

The PE designates Mr./Ms. [insert name] as PE’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE.

B. Timesheets

During the course of their work under this Contract the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PE reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PE’s business or operations without the prior written consent of the PE.

- | | |
|--|---|
| 8. Ownership of Material | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PE under the Contract shall belong to and remain the property of the PE. The Consultant may retain a copy of such documents and software. |
| 9. Consultant Not to be Engaged in Certain Activities | The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services. |
| 10. Insurance | The Consultant will be responsible for taking out any appropriate insurance coverage for their Personnel and equipments. |
| 11. Assignment | The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PE's prior written consent. |
| 12. Law Governing Contract and Language | The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English. |
| 13. Dispute Resolution | Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940 |

FOR THE PE

FOR THE CONSULTANT

Signed by

Signed by

Title:

Title:

ANNEX -I

N o.	Position	Requirement		Score	Education (20%)			Experience (75%)		Time with firm (full marks for +2yr)	Total	Weighted Score
		Education	Experience		Bsc. (16 yr. Edu)	Msc. (18 yr. Edu)	Phd	General	Relevant			
	15%				4%	1%	20%	Similar Position	Similar Project			
	Key Staff (International)						30%	25%				
1	Solar Power Expert	Bsc/BE. Elect/Mech Engr., Mechatronics /additional qualification will get extra marks as per the stated criteria.	+10 years of overall exp. with 07 years of relevant exp. internationally	10								
2	Contract and Procurement Expert	BBA/Bsc/BE. Engr., /additional qualification will get extra marks as per the stated criteria.	+10 years of overall exp. with 7 years of relevant exp. internationally	5								
4	Planning monitoring and Evaluation Expert	Bsc/BE Civil/Elect/Mech Engr./additional qualification will get extra marks as per the stated criteria.	+10 years of overall exp. with 7 years of relevant exp. internationally	6								
5	Socio-Environments & Gender Empowerment Expert	Master in relevant field, additional qualification will get extra marks as per the stated criteria.	+10 years of overall exp. with 7 years of relevant exp. internationally	4								
Key Staff (Local)				25								
6	Team Leader/Solar Power Expert	Bsc./BE Elect/Mech Engr., Mechatronics/ additional qualification will get extra marks as per the stated criteria.	+10 years of overall exp. with 5 years of relevant exp.	25								
7	Solar Power Expert	Bsc./BE Elect/Mech Engr., Mechatronics/additional qualification will get extra marks as per the stated criteria.	+8 years of overall exp. with 5 years of relevant exp.	12								
8	QA/QC Expert	Certification/Diploma/ Degree in the relevant field additional qualification will get extra marks as per the stated criteria.	+8 years of overall exp. with 5 years of relevant exp.	8								
9	Socio-Environment & Gender Empowerment Expert	Master in relevant field,(Sociology,Anthropology) additional qualification will get extra marks as per the stated criteria.	+8 years of overall exp. with 5 years of relevant exp.	10								
10	Structure Engineer	Bsc/BE. Civil Engr., additional qualification will get extra marks as per the stated criteria.	+8 years of overall exp. with 5 years of relevant exp.	5								
11	Deputy Team Leader (4 no.)	Bsc/BE. Elect/Mech Engr., Mechatronics /additional qualification will get extra marks as per the stated criteria.	+8 years of overall exp. with 5 years of relevant exp.	15								
Sub Total				75								
Grand Total				100								

ANNEX -I