

**GOVERNMENT OF KHYBER PAKHTUNKHWA
PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION
(PEDO)**



REQUEST FOR PROPOSAL

**Procurement of Consultancy Services
For**

**“Solarization Of Mosque/Masajid/Madrassa/Janazgah
& Eid-Gah At Uc’s Balkot, Shingal Dra, Bartoni,
Harnail, Shatal, Judba, Manjakot, Palosa, Kand
Akazai, Mera Mada Khel, Shadag Of District
Torghar”
Under**

**ADP:220679 - District Development Plan for
Torghar**

**Project Director (Solar)
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E-mail: pdsolar.pedo@gmail.com**

PROCUREMENT OF CONSULTANCY SERVICES

FOR

**SOLARIZATION OF MOSQUE/MASAJID/MADRASA/JANAZGAH & EID-GAH AT UC'S
BALKOT, SHINGAL DRA, BARTONI, HARNAIL, SHATAL, JUDBA, MANJAKOT,
PALOSA, KAND AKAZAI, MERA MADA KHEL, SHADAG OF DISTRICT TORGHAR
KHYBER PAKHTUNKHWA**

REQUEST FOR PROPOSAL

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Section 1. Letter of Invitation

Section-01. Letter of Invitation

Attention: Mr./Ms.:

The Pakhtunkhwa Energy Development Organization (PEDO) intends to engage Consultants for carrying out Solarization of mosque/masajid/madrassa/janazgah & eid-gah at uc's balkot, shingal dra, bartoni, harnail, shatal, judba, manjakot, palosa, kand akazai, mera mada khel, shadag of district Torghar Khyber Pakhtunkhwa ADP 220679

1. .
2. The Pakhtunkhwa Energy Development Organization (PEDO), Government of Khyber Pakhtunkhwa now invites Technical and Financial proposals for consulting services: Solarization of Masajid and woship Places in District Torghar.
3. This RFP will be issued to Consultants as per requirement mentioned in advertisement.
4. A firm / Joint venture will be selected for the services under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP.
5. The RFP document 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 Contract
6. You are invited to submit in English a comprehensive Technical Proposal in Triplicate (ONE original plus Two additional copies of the Technical Proposal) and ONE original Financial Proposal, each in sealed Envelope separately clearly mentioning as "Technical Proposal original or copy" and "Financial Proposal original" with a warning "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE**" for the services required under Term of Reference (TOR) as provided in Section 5, Not later than 15:00 HRS on December 30th, 2022 at Committee room of PEDO House, Plot# 38/ B-2, Phase -5 Hayatabad Peshawar and will be opened on the same day at 15:30 HRS in the main Committee room of PEDO House, Plot# 38/ B-2, Phase -5 Hayatabad Peshawar.
7. Please inform us in writing at the following address upon receipt:
 - (a) that you received the Letter of Invitation; and
 - (b) whether you will submit Technical and Financial Proposals, or not:

Address:

Project Director (Solar)
House No-1, Old Bara Road,
University Town Peshawar.
Ph No: (+92-91) 7254668
Facsimile: (+92-91) 9217340
E-mail: pdsolar.pedo@gmail.com

Yours sincerely,

Project Director (Solar)
PEDO Peshawar

Section 2. Instructions to Consultants

Section 2. Instructions to Consultants

1. INTRODUCTION

- 1.1 You are hereby invited to submit a technical and a financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).
- 1.4 The Client (Pakhtunkhwa Energy Development Organization (PEDO) has been entrusted the duty to implement the Project as Executing Agency by the Government of Khyber Pakhtunkhwa and funds for the project have been approved and provided in the budget under Energy Development Fund (Formerly Hydel Development Fund (HDF) and Annual Development Programme (ADP) 220679 - District Development Plan for Torghar District, for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is issued.
- 1.5 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Please note that:
 - i. The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and
 - ii. The Client is not bound to accept any of the proposals submitted.
- 1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.
- 1.9 We wish to remind you that in order to avoid conflicts of interest:
 - i. Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and
 - ii. Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

2. DOCUMENTS

- 2.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.
- 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Five (05) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or telefax to such requests and copies of the response shall be sent to all invited Consultants.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, telex or telefax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL

- 3.1 You are requested to submit technical and financial proposals. Your proposal shall be written in English language.

Technical Proposal

- 3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.
- 3.3 During preparation of the technical proposal, you must give particular attention to the following:
- i. If you consider that your firm does not have all the expertise for the Assignment you may obtain a full range of expertise by forming Joint Venture with other firms or entities. You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani Firm. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.
 - ii. Subcontracting part of the Assignment to other consultants if considered desirable; the same sub-consultant may be included in several proposals, subject to limitations in the Data Sheet.
 - iii. The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However, you may propose changes in the light of your experience through your comments on the TOR.
 - iv. The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.
 - v. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.
 - vi. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- vii. Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in Appendixes:

- I-Form-1 A brief description of the Consultant's organization and an outline of recent (not older than Fifteen years) experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.
- I-Form-2 A list of projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken.
- I-Form-3 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.
- I-Form-4 Any comments or suggestions on the TOR;
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
- I-Form-5 CVs recently signed by the proposed key professional staff or an authorized manager in the consultant's head office. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.
- I-Form-6 A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- I-Form-7 A schedule for compilation and submission of various types of reports.
- I-Form-8 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.
- I-Form-9 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.
- 10. If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.
- 11. Any additional information as requested in the Data Sheet.

3.5 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.

Financial Proposal

- 3.6 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 6.
- 3.7 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.
- 3.8 Costs may be expressed in currency(ies) listed in the Data Sheet.

4. SUBMISSION OF PROPOSALS

- 4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. PROPOSAL EVALUATION

- 5.1 A two-envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score,¹ as indicated below:

Technical Proposal

- 5.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned un-opened.

Note: The client has to decide, based upon the complexity of the project, what weight ages are to be assigned to technical and financial components for evaluation/ranking of proposals which may vary between 80:20 to 100:0 for the technical and financial proposals respectively. When zero weight age is given to financial proposals, it will be termed only quality based selection. In case where any weight age is assigned to financial proposals it is known as Quality cum Cost Based Selection (QCBS).

Financial Proposal

Option-A: For Quality cum Cost Based Selection

- 5.3 The financial proposals of qualifying consulting firms on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 5.4 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the three shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$S_f = \frac{100 \times F_m}{F}$$

(F = amount of specific financial proposal)

- 5.5 Proposals, in the quality cum cost based selection shall finally 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; and T+P=1) indicated in the Data Sheet:

$$S = S_t \times T \% + S_f \times P \%$$

Option-B: For Quality Based Selection

(when financial proposal is assigned zero percent weightage)

- 5.6 After evaluation/ranking of technical proposals, only the top-ranking, qualifying firm shall be invited for opening in presence of representatives formally authorized to negotiate its financial proposal/contract. These negotiations will focus firstly on the terms of reference and proposed facilities etc. to be provided by the client. After agreement on these issues, the cost elements will be discussed and finalized.

In case of failure of these negotiations with the top ranked firm, the second ranked qualifying firm on the basis of technical proposals will be invited to open and negotiate its financial proposal/contract. The process shall continue until negotiations with a qualifying consulting firm is completed successfully.

6. NEGOTIATION

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.
- 6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff month rates).
- 6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

7. AWARD OF CONTRACT

- 7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.
- 7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIRMATION OF RECEIPT

- 8.1 Please inform the Client by telex/facsimile courier or any other means:
- i) That you received the letter of invitation;
 - ii) Whether you will submit a proposal; and
 - iii) If you plan to submit a proposal, when and how you will transmit it.

Section 3. Data Sheet

Data Sheet

Clauses	Amendments of and Supplements to Clauses in the Instruction to Consultants
1.1	<p>The Name of the Assignment is:</p> <p>Hiring of Consultancy Services for “Solarization of Masajid, Madrasa, Janaz-Gah & Eid-Gah at Uc’s Balkot, Shingal Dra, Bartoni, Harnail, Shatal, Judba, Manjakot, Palosa, Kand Akazai, Mera Mada Khel, Shadag of District Torghar»</p> <p>The Name of the Client is:</p> <p>Pakhtunkhwa Energy Development Organization (PEDO), Government of Khyber Pakhtunkhwa</p>
1.2	<p>The description and the objectives of the Assignment are:</p> <p>The PEDO intends to implement a project " Solarization of Masajid, Madrasa, Janaz-Gah & Eid-Gah at Uc’s Balkot, Shingal Dra, Bartoni, Harnail, Shatal, Judba, Manjakot, Palosa, Kand Akazai, Mera Mada Khel, Shadag of District Torghar."</p> <p>The scheme is reflected in ADP # 1119/220679 (2022-23). which have solarization of mosque/ masajid / madras / janazgah & eid gah etc at UC’s Balkot, Shingal Dra, Bartoni, Harnail, Shatal, Judba, Manjakot, Palosa, Kand Akazai, Mera Mada Khel, Shadag District Torghar.</p> <p>Under the scheme the list of one hundred and fifty-four (154) sites have been identified and list has been forwarded to PEDO through letter No. nil, Dated 26th June, 2022.The same list has also been forwarded by DC office letter No.DC(PS)/DC(2022)/2375-79</p>
1.3	<p>Phasing of the Assignment (if any):</p> <p>A. 09 Months Conducting feasibility site survey (along with contractor team), Product Approvals, witnessing testing of contractor Equipment’s samples, product approval Procurement equipment stage of contractors & Participation in FAT when arranged by contractor (Supervision during Installation, progress reviews, co-ordination at sites, Testing, Handing & takings, Closing of Project PC-IV).</p> <p>B. 12 Months (Supervision of Operation & Maintenance during Defect Liability Period of Contractor work).</p>
1.5	<p>Pre-Proposal Conference: (Yes / No) <u>Yes</u> (if yes, indicate date, time and venue.)</p> <p>A Pre-proposal conference will be held on Decemeber 20th, 2022 at 14:00 hrs, prior to deadline for submission of proposals.</p> <p>The name(s) and address (es) of the Official (s) is (are)</p> <p>Project Director (Solar) House No-1, Old Bara Road, University Town Peshawar.</p>

Clauses	Amendments of and Supplements to Clauses in the Instruction to Consultants
	Ph No: (+92-91) 7254668 Facsimile: (+92-91) 9217340 E-mail: pdsolar.pedo@gmail.com
1.6	<p>The Client will provide the following inputs;</p> <p>The Procuring Entity will provide assistance with regard to arrangement of NOC, list of house holds from the respective authority or any documents required. Security arrangement will be the responsibility of the Contractor.</p>
1.8	<p>The name of invited Firms are: <u>Not Applicable</u></p>
2.1	<p>The Documents are: (TOR/Background information, Draft Form of Contract, Sample formats/Appendices etc.) Section 1 Letter of invitation Section 2 Instruction to the consultants Section 3 Format for Technical proposal Section 4 Format for Financial proposal Section 5 Terms of References Section 6 Standard Forms of Contract</p>
2.2	<p>The address for seeking clarification is:</p> <p>Project Director (Solar) House No-1, Old Bara Road, University Town Peshawar. Ph No: (+92-91) 7254668 Facsimile: (+92-91) 9217340 E-mail: pdsolar.pedo@gmail.com</p> <p>Note: Clarifications may be requested not later than five (05) days before proposals submission date.</p>
3.3	<p>(i) A short-listed firm may associate with another short-listed firm. (Yes/No) <u>NO</u></p> <p>(ii) The same sub-consultant may participate in several proposals firm. (Yes/No) <u>NO</u></p> <p>(iii) The estimated number of Key Professional staff months is; <u>46</u>.</p> <p>(iv) Proposed Local key staff shall be permanent employee who are employed with the consultants at least six months prior to submission of proposal (Yes/No) <u>Yes</u></p> <p>(v) The minimum required experience of proposed key staff is;</p> <p><i>(Position; minimum academic qualification, special training etc., number of years of professional experience, number of years/minimum number of similar projects for specific expertise)</i></p> <p><u>See “Part-II: Qualification and Experience of Consultant’s Key personnel” below.</u></p> <p>Break up of indicative man-months input by various work activities, of key personal and their required qualifications and experience are given below</p>

Clauses	Amendments of and Supplements to Clauses in the Instruction to Consultants					
	Part-I <u>Estimated Man months of Key and other Personnel</u>					
	S. No.	Detail of Technical Staff	Qty	Total MM		
	A.	KEY PERSONNEL - LOCAL		Construction	DLP	total
	1	Team Leader/Project Manager:	1	09	12	21
	2	Contract Expert / Procurement Engineer:	1	03	-	03
	3	Solar System Design Engineer:	1	01	-	01
	4	Assistant Project Managers/Project Engineers	2	09	12	21
	Sub-Total (A)		5	22	36	46
	B	TECHNICAL/ SUPPORT STAFF				
	1	Sub Engineer:	4	06	12	18
	2	Office Assistant/Accountant	1	09	12	21
	3	Computer Operator	1	09	12	21
	3	Office Boy	2	09	12	21
	4	Driver	2	09	12	21
	5	Chowkidar	2	09	12	21
	Sub Total (B)		12	51	72	123
	Grand Total (A+B)		17	73	108	169
	<ol style="list-style-type: none"> All local key staff of the consultant should be nominated by name in the proposal. Negative marking equivalent to 25% of that position marks will be applied if the key position is mentioned as TBN. The key staff of the consultant must be proficient in written and spoken English. <p>The consultants may come up with any adjustment of man-months / disciplines in local key personnel, as they consider conducive to the objectives of the assignment, so far as total man-months anticipated for the key personnel remain same.</p> <p style="text-align: center;">Part-II: <u>Qualification and Experience of Consultant's Key personnel</u></p> <p>Consultant will assign adequately qualified personnel to carry out the implementation of project as described in TOR. Man-month input for which are indicated in Part-I “Estimated Man months of Key and other Personnel” above.</p> <p>CV of each individual (duly signed by the individual/counter signed by CEO), Undertaking/Affidavit of availability for the project, Valid PEC Card and Degree/Certificates by the firm shall be provided as proof in the technical proposal for each position. No Marks will be awarded for incomplete documents. Proof of Employment as specified in CV with Reputed Registered Firms/Organization Experience must be provided else no marks will be awarded.</p>					

Clauses	Amendments of and Supplements to Clauses in the Instruction to Consultants
	<p>In particular, the key personnel should possess the qualifications and experience as indicated in following.</p> <p><u>Key Staff:</u></p> <p>1- Team Leader/Project Manager: (01 Position) He/ She should be at least Bachelor in Electricals/Electronics. Master would be given additional weightage. The incumbent should have minimum overall experience of 12 years with at least 05 years' experience in solar projects. The incumbent must have completed at least 08 Nos. of Solar Building Projects. Proof of Employment with Reputed Registered Firms/Organization Experience must be provided.</p> <p>2- Contract Expert / Procurement Engineer: (01 Position) He/ She should be at least Bachelor in Electricals/Mechanical/Civil. Master would be given additional weightage. The incumbent should have minimum overall experience of 12 years with at least 03 years' experience in procurement and contract Management. Proof of Employment with Reputed Registered Firms/Organization Experience must be provided.</p> <p>3- Solar System Design Engineer (Professional): (01 Position) He/ She should be at least Bachelor in Electricals/Electronics. Master would be given additional weightage. The incumbent should have minimum overall experience of 05 years with at least 03 years' experience in Solar PV System Design. The incumbent must have completed at least 05 Nos. of Solar Building Projects. Proof of Employment with Reputed Registered Firms/Organization Experience must be provided.</p> <p>4- Assistant Project Managers/Project Engineers: (02 Position) He/ She should be at least Bachelor in Electricals/Electronics. Master would be given additional weightage. The incumbent should have minimum overall experience of 05 years with at least 03years' experience in solar projects. The incumbent must have completed at least 03 Nos. of Solar Building Projects. Proof of Employment with Reputed Registered Firms/Organization Experience must be provided.</p> <p><u>Non Key Staff:</u></p> <p>1- Sub Engineer: (04 Position) He/ She should be at least Diploma of Associate Engineer in Electricals/Electronics/B-Tech. The incumbent should have minimum overall experience of 05 years with at least 03years' experience in solar projects. The incumbent must have completed at least 03 Nos. of Solar Building Projects. Proof of Employment with Reputed Registered Firms/Organization Experience must be provided.</p> <p>2- Office Assistant/Accountant / Computer Operator (01 Position) He/ She should be at least BA/BCS/BBA respectively. The incumbent should have minimum overall experience of 05 years.</p> <p>3- Office Boy (02 Position)</p>

Clauses	Amendments of and Supplements to Clauses in the Instruction to Consultants
	<p>He/ She should be at least middle/matric pass.</p> <p>4- Driver (02 Position) He/ She should be at least middle/matric pass.</p> <p>5- Chowkidar (02 Position) He/ She should be at least middle/matric pass</p>
3.4	<p>(10) Training is an important feature of this assignment (Yes/No) <u>No</u></p> <p>(11) Additional information in the technical proposal includes: (if any)</p>
3.7	<p>Professional liability, insurances (description or reference to appropriate documentation):</p> <ol style="list-style-type: none"> 1. Payment of all taxes / duties and other imposition as may be levied under the Applicable law, in respect of Consultants, sub consultant and their Personnel shall not be the responsibility of the client. 2. Cosnultant shall have to submit 10% performance security of the bid cost in shape of bank gurentee acceptable to the employer after the issuance of LOA and before signing the Contract Agreement and which will be release after the completion of (01)Year DLP.
4.1	<p>The number of copies of the Proposal required is;</p> <p>Consultant must submit ONE original plus <u>Two additional copies</u> of the Technical Proposal and ONE original Financial Proposal each in sealed Envelope separately clearly mentioning as “Technical Proposal original or copy” and “Financial Proposal original with a warning “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE””.</p>
4.2	<p>The address for writing on the proposal is:</p> <p>Address: Committee Room of PEDO, located at plot No. 38/B-2, PEDO House Phase V, Hayatabad, Peshawar.</p> <p>Telephone: (+92-91) 7254668</p> <p>Facsimile: (+92-91) 9217340</p>
4.3	<p>Proposals must be submitted not later than the following date and time:</p> <p>Dec 30th, 2022 on or before 15:00 HRS on and will be opened on the same day at 15:30 HRS in the main Committee room of PEDO House, Plot# 38/ B-2, Phase -5 Hayatabad Peshawar.</p>
4.4	<p>The address for submission of proposal is: Committee Room of PEDO, located at plot No. 38/B-2, PEDO House Phase V, Hayatabad, Peshawar.</p>
4.5	<p>Validity period of the proposal is (days, date): 180 days after the last date of submission of proposal.</p>
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <p><u>Step No.01: Examination for Responsiveness:</u></p> <p>The Technical Proposals of the bidder shall be subjected to the following mandatory Eligibility Criteria to determine the initial Responsiveness of each Proposal.</p> <p>Note No.01: The Consultancy firms either Single Entity or JV (Both lead and partner)</p>

Clauses	Amendments of and Supplements to Clauses in the Instruction to Consultants								
	<p style="text-align: center;">must comply with each of the responsiveness requirement listed below.</p> <p>Note No.02: The applicant will be eligible for further evaluation only when they earn “YES” in all responsiveness requirements.</p> <p>i) Consultancy firms either Single Entity or JV (lead and partner) must have Valid PEC Registration with Code -1210 & 1235 for Renewable Energy (PEC Registration must be attached).</p> <p>ii) Consultancy firms either Single Entity or JV (Both Lead and Partner) Must have valid Registration with Khyber Pakhtunkhwa Revenue Authority (KPPRA) on Proposal Submission Date. (KPPRA Registration must be attached)</p> <p>iii) Consultancy firms either Single Entity or JV (Both Lead and Partner) Must have valid Registration with Federal Board of Revenue (FBR) with Active Tax Payer Status on Proposal Submission Date. (FBR Registration and ATL must be attached)</p> <p>iv) The firm should not be black listed from any Government or Autonomous Body (Affidavit on Original Stamp Paper that firm is not blacklisted must be attached).</p> <p>v) Income tax returns for last Year should be submitted</p> <p>vi) Audit Report of Last Year Should be submitted</p> <p>vii) In case of firms entering into JV, the JV agreement must be produced on stamp paper as per PEC Bye-Laws format including all Schedules. All those JVs for which JV agreement has not been converted into a legal agreement, Must attach MOU/ Letter of intent.</p> <p><u>Step No.02: Evaluation Criteria, Sub Criteria and Point System</u></p> <p>Mandatory Requirements:</p> <p>(i). Experience of the Consultancy Firm with Government. /Semi Government Departments /SECP Registered client/ International NGOs and Donor Agencies shall be considered for evaluation. LOA, Signed “Form of Contract Agreement”, Completion Certificates/Performance Certificate should be attached as evidence. International Completion Certificates must be verified from Pakistan Embassy in the host country. Value of Each Consultancy project should be equal or more than Five (05) millions.</p> <p>(ii). The minimum Over all Technical Score (St) required to pass is: Points 70% (combined) and 60% marks are mandatory for passing in Category I, II and III separately.</p> <p><u>Note: Method of Selection is;</u></p> <p>Quality and cost Based selection (QCBS): under this method of selection the evaluation of the technical and financial proposal will be done by weighting and adding the quality and cost scores in ration of 80:20 (80% for technical proposal and 20 % of Financial proposal)</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>Category I: Specific experience of the Consultants relevant to the assignment</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td>a) Experience in Specific Projects</td> <td style="text-align: right;">20</td> </tr> <tr> <td>Experience in 04 Specific Projects 500 KW or above (Solar Home Systems/Solar</td> <td></td> </tr> </tbody> </table>		<u>Points</u>	Category I: Specific experience of the Consultants relevant to the assignment	[30]	a) Experience in Specific Projects	20	Experience in 04 Specific Projects 500 KW or above (Solar Home Systems/Solar	
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Clauses	Amendments of and Supplements to Clauses in the Instruction to Consultants																																																												
	<p>Buildings) completed during the last Five years, each consultancy project will be given 5 marks.</p> <p>b) Experience in General Solar Projects 10 Experience in 02 General Electric Projects any capacity (other than Solar projects) with a minimum value of Pak Rupees 2.0 Million Consultancy Cost, completed during the last Five years, each consultancy project will be given 5 marks.</p> <p>Category II: Approach & Methodology and Work Plan as per TORs [25]</p> <p>a) Understanding of objective 02 b) Quality of Methodology 08 c) Work plan 03 d) Innovativeness 02 e) Proposal presentation 02 f) Offices Availability at Peshawar 02 g) Testing Equipment (Quantity & Detail As per TORs) 06</p> <table border="1" data-bbox="331 981 1441 1512"> <thead> <tr> <th>Testing Equipment Description: Consultant to provide original pictures of the testing tools showing model number/serial number etc.</th> <th>Qty</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>PV Analyzer</td> <td>01</td> <td>01</td> </tr> <tr> <td>Irradiance Meter = 01 Mark</td> <td>01</td> <td>01</td> </tr> <tr> <td>Digital Multi/Clamp Meter (0.25 Mark each)</td> <td>04</td> <td>01</td> </tr> <tr> <td>Thickness Gauge (0.25 Mark each)</td> <td>02</td> <td>0.5</td> </tr> <tr> <td>Galvanization meter (0.25 Mark each)</td> <td>02</td> <td>0.5</td> </tr> <tr> <td>Earth resistance measuring tester</td> <td>01</td> <td>0.25</td> </tr> <tr> <td>Compass (0.25) Mark each</td> <td>03</td> <td>0.75</td> </tr> <tr> <td>Digital Tachometer</td> <td>01</td> <td>0.25</td> </tr> <tr> <td>Equipment Testing Lab (Provide coordinates and Original Pictures)</td> <td>01</td> <td>0.25</td> </tr> <tr> <td>02 no. of Vehicles (Affidavit for availability for project along with original pictures) = 0.25 mark each</td> <td>02</td> <td>0.5</td> </tr> <tr> <td style="text-align: right;">Total</td> <td></td> <td>06</td> </tr> </tbody> </table> <p>Category III: Key professional Staff Qualifications and competence for the assignment: [45]</p> <p style="text-align: center;">Evaluation of Key Staff</p> <table border="1" data-bbox="331 1713 1441 2076"> <thead> <tr> <th colspan="3" style="text-align: center;">Individual Key staff Evaluation</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Team Leader / Project Manager</td> <td style="text-align: center;">15</td> </tr> <tr> <td></td> <td>a. General Qualification</td> <td style="text-align: center;">Where Basic Requirement is Graduation</td> </tr> <tr> <td></td> <td>i. Basic Degree (B.Sc.)</td> <td style="text-align: center;">15%</td> </tr> <tr> <td></td> <td>ii. M.Sc.</td> <td style="text-align: center;">5%</td> </tr> <tr> <td></td> <td style="text-align: right;">Sub Total (a)</td> <td style="text-align: center;">20%</td> </tr> <tr> <td></td> <td>b. Adequacy for Assignment/ Experience</td> <td></td> </tr> <tr> <td></td> <td>i. Overall Experience</td> <td style="text-align: center;">20%</td> </tr> </tbody> </table>	Testing Equipment Description: Consultant to provide original pictures of the testing tools showing model number/serial number etc.	Qty	Marks	PV Analyzer	01	01	Irradiance Meter = 01 Mark	01	01	Digital Multi/Clamp Meter (0.25 Mark each)	04	01	Thickness Gauge (0.25 Mark each)	02	0.5	Galvanization meter (0.25 Mark each)	02	0.5	Earth resistance measuring tester	01	0.25	Compass (0.25) Mark each	03	0.75	Digital Tachometer	01	0.25	Equipment Testing Lab (Provide coordinates and Original Pictures)	01	0.25	02 no. of Vehicles (Affidavit for availability for project along with original pictures) = 0.25 mark each	02	0.5	Total		06	Individual Key staff Evaluation			1	Team Leader / Project Manager	15		a. General Qualification	Where Basic Requirement is Graduation		i. Basic Degree (B.Sc.)	15%		ii. M.Sc.	5%		Sub Total (a)	20%		b. Adequacy for Assignment/ Experience			i. Overall Experience	20%
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Clauses	Amendments of and Supplements to Clauses in the Instruction to Consultants	
	ii. Solar Project Related Experience	35%
	iii. Specialized Training in relation to field (> 3 months)	5%
	iv. Working as Team / Deputy Team/Senior Techno Managerial Position	15%
	v. Permanent Status	5%
	Sub Total(b)	80%
	Total (1) (a+b)	100%
2	Other Key personnel	30
	(i). Contract Expert / Procurement Engineer	10
	(ii). Solar System Design Engineer	04
	(iii). Asstt Project Managers/Project Engineers (04)	16
	a. General Qualification	Where Basic Requirement is Graduation
	i. Basic degree (Bachelors)	15%
	ii. M.Sc.	5%
	Sub Total(a)	20%
	b. Adequacy for Assignment / Experience	
	i. Overall Experience	20%
	ii. Solar Related Experience	50%
	iii. Specialized Training related to field	5%
	Sub Total (b)	75%
	c. Status with the Firm (income tax returns of last six months must be attached).	5%
	Total (2) (a+b+c)	100%
	<p>Note-1 Only Key Staff CVs would be evaluated. All Key Staff CVs must be duly signed and as per format attached in this RFP. CVs not submitted on the given format or unsigned in the proposal shall not be evaluated. The copies of degrees / certificates MUST be attached for Foreign and Local Key Staff. Where copies of Degree of Key Personnel is not attached, Marks for Qualification (20%) shall not be awarded.</p> <p>Note-2 Key Staff will be awarded 5% marks in “Status with the Firm” if income tax returns for the last six months are attached in addition to requirements stated under Note-1 above.</p> <p>Note-3 No marks will be awarded to an incumbent who is already engaged as full time on currently ongoing project with other firm at the time of evaluation of technical proposal.</p> <p>Note-4 No marks will be awarded to person who is presently employee of Government / Semi Government / public department unless NOC from parent department is provided.</p>	
5.3	<p>The Expected date and address for Financial Proposal opening:</p> <p>As notified after Technical Evaluation of proposal. The Financial proposal shall be opened in presence of authorised representative of Firms</p>	
5.4	<p>The formula for determining the financial score is following:</p>	

Clauses	Amendments of and Supplements to Clauses in the Instruction to Consultants
	<p>$S_f = 100 \text{ FM}/F$</p> <p>In which S_f is financial score. FM is the lowest price and F is the price of the proposal under consideration. The Weightage given to Technical and Financial Proposal are TP = 80% FP= 20%</p> <p>The firm achieving the highest combined technical and financial score and stand first ranked will be invited for negotiation.</p>
7.2	<p>Expected date and location for commencement of Assignment: Consulting services will up to March, 2023 at District Torghar, Khyber Pakhtunkhwa.</p>

Section 4. Formats for Technical Proposal

SECTION 4- FORMAT FOR TECHNICAL PROPOSAL

1. Technical proposal will be in English language and submitted with Form sample at Appendix-A to this section. It will demonstrate knowledge of the consultants regarding services requirements and understanding of the tasks set forth in **Term of Reference (TOR) for consultants (Section 6)**

2. The proposal should be based on the following format:
 - i. Background and experience of the Joint Venture Partners for the purpose of providing the services for this assignment, including any overseas work experience. A list of past and present references covering major assignment of similar nature carried out per sample at **Appendix-B** to this **section**.

 - ii. Information on the staff deployment on the existing assignment by the firm/ consortium at the time of submitting this proposal (sample at **Appendix-C** to this **section**).

 - iii. General approach and methodology proposed for carrying out the services including such detailed information as deemed relevant (sample from an **Appendix-D** to this **section**).

 - iv. Comments, if any, regarding the Terms of Reference (ToR) etc. to improve performance in carrying out assignment (sample at **Appendix-E** to this **section**).

 - v. Name, age, background, employment records and detailed professional experience of the key staff to be assigned for providing proposed services, with particular reference to the kind of experience required for the project (sample of CV **Appendix-F** to this **section**).

 - vi. Supportive illustrations by way of (separate for each project):
 - a. Implementation work plan / schedule of principle activities indicating those on the critical path (sample at **Appendix-G** to this **section**).

 - b. A schedule of composition and submission of reports (sample at

- Appendix-H** to this section).
- c. A bar-chart manning schedule indicating the estimated duration (separately key personnel, head office/ project office and filed staff) sample at **Appendix-I** to this section.
 - d. Composition of team personnel and the task to be assigned (sample at **Appendix-J** to this section).
- vii. Proposed Joint Venture arrangement in accordance with requirement of the Pakistan Engineering council Act, supported with:
- a. M.O.U of Joint Venture Members duly signed by all the JV members giving percentage sharing. Associates / Sub Consultants are not required to sign the JV agreement but the share should be mentioned.
 - b. Certified Audited Statement of the Lead Firm should be attached. A Lead Firm must have annual average turnover of more than 100 Million Rupees for the last three years.
 - c. Sub consultancy or Associations should not be more than 15%. Remaining 85% should be shared among the JV Members.
 - d. An organization chart along with detail of association arrangement to show equitable and effective participation of the members and regional representative, if any.
 - e. A chart to show total staff breaks up committed on other projects and allotted to this assignment.
 - f. Status of registration with Pakistan Engineering council.
- viii. Estimate for office space, vehicle, office and field equipment for carrying out the proposed assignment.

Appendix-A to section 4

Page 1 of 1

TECHNICAL PROPOSAL SUBMISSION FORM

(Location, Date)

To,

Project Director (Solar)
House No-1, Old Bara Road,
University Town Peshawar.
Ph No: (+92-91) 7254668

Dear Sir,

We the undersigned, offer to provide the consulting services for Solarization Of masjid & worship places In District Torghar, Khyber Pakhtunkhwa, 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 proposals sealed under separate envelope.

We are submitting our proposal in association with:(*Insert a list with full name and address of each associated consultant*)

We hereby declare that 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 proposal i-e before the date indicated in paragraph 4.4 of Data sheet, we undertake to negotiate on the basis of proposed staff. Our Proposal is biding upon us subject to the modification 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 paragraph Reference 7.2 of 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 the Firm: _____

Address: _____

Appendix-B to Section 4

FIRM'S REFERENCE

**RELEVANT SERVICES CARRIED OUT IN THE LAST TEN YEARS
WHICH BEST ILLUSTRATE QUALIFICATIONS**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name: Percentage Share in Project: Lead Partner or Other:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project& salient Features of the components of Project:		
Description of Actual Services (with salient features of component handled) Provided by Your Firm also showing percentage share and the position in joint venture / consortium, if applicable;		

Firm / Consultants' Name: _____

Appendix-C to Section 4

PRESENT STAFF DEPLOYMENT

(As of _____)

I projects in hand

S.No	Project Name	Client	Location	Associate(s)	Expected date of completion

II Overall staff deployment

S.No	Field of Experts	Total Number of Permanent staff	Staff Assigned to Above Projects

III Professional / Technical Staff Deployed on Projects in Hand (up to Junior Level)

S.No	Field of Experts	Total Number of Permanent staff	Staff Assigned to Above Projects

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
- Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- Etc.

Appendix-F to Section 4

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Staff: _____
4. Profession: _____
5. Date of Birth: _____
6. Years with Firm: _____
7. Nationality: _____
8. Membership in Professional Societies: _____
(Membership of PEC is Mandatory with Number)
9. Detailed Tasks Assigned on the Project: _____

10. Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. *Use up to one page*].

11. Education:

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.

13. Languages:-

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe me, my qualifications and my experience.

15. Total Experience (Year): _____

16. Relevant experience (Year): _____

Signature of Staff Member

Date: _____
Day/Month/Year

Appendix-G to Section 4

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Program from date of assignment (in the form of a Bar Chart)																	
	1	2	3	4	5	6	7	8	9	10	11	12	-	-	-	-	-	24

Appendix-H to Section 4

Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report(s) - Monthly - Quarterly - Mid term	
3. Field Investigation Report	
4. Draft and Final Feasibility report	
5. Draft & Final Detailed Design Report and Tender Document	
6. Draft and Final PC-I	

Appendix-I to Section 4

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

S.No	Name	Position	Months (in the form of a Bar Chart)																	Number of Months	
			1	2	3	4	5	6	7	8	9	10	11	12	-	-	-	-	-		24
I	Project Office																				
		Project Manager																			

		Sub Total																			
II	Filed Office																				

		Sub Total																			
		Total (I+II)																			

Legend
 Full Time: _____
 Part Time: _____

Activities Duration _____

Yours faithfully,
 Signature _____
 (Authorized Representative)
 Full Name _____
 Designation _____
 Address _____

Appendix-J to Section 4

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO
BE ASSIGNED TO EACH TEAM MEMBER**

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

Section 5. Formats for Fianancial Proposal

SECTION 5 – FORMATS FOR FINANCIAL PROPOSAL

1. Financial proposal expressed in local currency (PKR) should be prepared on “cost plus-Fee: basis and submitted with Form samples at **Appendix-A** to this section and be accompanied by supporting documents as per sample at **Appendix-B** to this section.
2. The proposal should show in detail:
 - i. The man-months for each consultant’s personnel proposed to be assigned to various activities.
 - ii. It should contain:
 - a. A breakdown of all time based rates as per samples at Forms 1A, 1B, 2B & 3 of Appendix-B to this section.
 - b. The breakdown of all times based rates including actual salary (this must be supported by certified pay roll sheets), fringe benefits (with detailed description), firms overhead (with detail description) and fee to justify the billing rate. Certification on breakdown of fringe benefits and overheads by as independent firm of auditors must also be submitted (if the certification cannot be made available, the reason must be given).
3. The proposal should contain:
 - i. An estimate of salary costs/ remuneration of consultant’s personnel, as per sample at Form 4 of the Appendix-B to this section.
 - ii. An estimate of direct cost/ non salary cost tighter with breakdown for various items as per sample at Form 5 of Appendix to this section.
4. The proposal should also contain summary of the costs as per sample at Form 6 of Appendix to this section.

Financial proposal Submission Form

(Place and Date)

From:

To:

Project Director (Solar)
House No-1, Old Bara Road,
University Town Peshawar.

Subject:- CONSULTANCY SERVICES FOR SOLARIZATION OF
MOSQUE/MASAJID/MADRASA/JANAZGAH & EID-GAH AT UC'S
BALKOT, SHINGAL DRA, BARTONI, HARNAIL, SHATAL, JUDBA, MANJAKOT,
PALOSA, KAND AKAZAI, MERA MADA KHEL, SHADAG OF DISTRICT TORGHAR

Sir,

I/ We _____ enclose herewith Financial proposal of our Firm/ consortium for the subject service, amounting to total cost of services as Rs. (Rupees)..... We understand that you are not bound to accept any proposal receives.

The Financial Proposal details are presented in Appendix-B to Section-4. The Appendix-B includes the following:

- Breakdown of Consultants Bill Rate Form 1A and 1B
- (Local)
- Breakdown of consultants social Charges Form 2
- Breakdown of Consultants Overhead Costs Form 3
- Estimated Salary cost/ Remuneration of Consultants Form 4
- Estimated Direct / Non Salary cost of Consultants Form 5
- Summary of Consultancy Services Cost Form 6

Yours Faithfully Signature_____

Full Name_____

Designation_____

Address: _____

(Authorized Representative)

Appendix-B to Section 5

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____ Firm: _____

Name	Position	Basic Salary per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total (1+2+3)	Fee (%age of 4)	Rate per Month for project Office	Field Allow. (%age of 1)	Rate per Month for Field Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes:

- Item No. 1 Basic salary shall include actual gross salary before deduction of taxes. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.
- Item No. 2 Social charges shall include Client’s contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form 2).
- Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form 3).
- Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.
- Item No. 7 Normally payable only in case of field work under hard and arduous conditions.

Full Name: _____

Signature: _____

Title: _____

Appendix-B to Section 5

BREAKDOWN OF SOCIAL CHARGES

S.No.	Detailed Description	As a %age of Basic Salary

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
I. Professional Staff					
		Sub-Total:			

Appendix-B to section 5

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
II	Non-Technical Staff				
		Sub-Total:			

Appendix-B to Section 5

Form 5
Page 1 of 2

DIRECT (NON-SALARY) COST of Consultants

Firm _-----

S. No	Description	Unit
1.	Project Office at Peshawar	
	1. Rent of Office Accommodation at Peshawar	L-Sum
	2. Office Furnishing and Furniture with Air conditioning, Heaters installation etc.	L-Sum
	3. Electricity,water and Gas charges	L-Sum
	4. Latest Scanner (A3 Size)	No
	5. Vechiles, Running and Maintenance of Office Equipment	L-Sum
	6. Office Supplies and Stationery	L-Sum
	7. Printing, Photocopying and Binding of Reports	L-Sum
	8. Telefax, Postage, Courier, Telephone Charges and Internet etc.	L-Sum
	9. Data Collection	L-Sum
	10. Software	L-Sum
	11. Any Other item/activity/work etc	L-Sum
	12. Data Collection	L-Sum
	13. Software	L-Sum
	14. Any Other item/activity/work etc	L-Sum
		Sub Total-1

Note: The cost of the above mentioned works/assignments shall be adjusted in the salary cost/remuneration head

2. Field Office (Survey and Investigation)

S.No.	Description	Unit
2	1. Office cum Residential Accommodation	PM
	2. Electricity, Water and Gas/Fuel Wood Charges, for Office and Mess	L-sum
	3. Office Equipment	L-sum
	4. Office Supplies and Stationery	L-sum
	5. Printing, Photocopying of Data/Reports etc.	L-sum
	6. Telefax, Postage, Courier, Telephone Charges	L-Sum
	7. Travelling and Field Allowances for field staff	L-sum
	8. Field Survey & Investigations	
	9. Geo Tagging/Mapping & Soft Screen collection	As per TORS/Project Requirement
	10. Presentation & Justification of unfeasible spots	As per TORS/Project Requirement
	11. Preparation and Submission of all Reports	As per TORS/Project Requirement
	12. L-Sum Cost of any other missing activity/work if deems necessary for this project	As per TORS/Project Requirement

Formats for Financial Proposal

S.No.	Description	Unit
		Sub- Total 2
		Grand Total = 1+2

Note: The cost of the above mentioned works/assignments shall be adjusted in the salary cost/remuneration head

SUMMARY OF COST OF CONSULTANT

S.No.	Description	Amount
1.	Salary Cost / Remuneration	Rs.
	Grand Total	Rs.

Section 6. TORs

Section 6. TORs FOR SERVICES

Terms of References for Consultancy services for Energy Audit, Design/Review and Supervision during installation & Defect Liability Period (DLP) of the Project "Solarization of mosque/masajid/madrassa/janazgah & eid-gah at uc's Balkot, shingal dra, bartoni, harnail, shatal, judba, manjakot, Palosa, kand akazai, mera mada khel, shadag of district torghar"

2.1 Description:

The PEDO intends to implement a project "Solarization of Masajid & Worship Places in District Torghar"

The scheme will provide not only ease in performing religious obligations to the local community and but will also promote social harmony among the community.

The following criteria is adopted for selection of site:

- i. The first priority will be given to the site located in the un-electrified (off-grid) areas of the subject location.
- ii. Second priority will be given to sites situated in the heavy loadshedding areas or low voltage areas.
- iii. The site which has weak ceiling structure i.e., wooden, muddy, TR Gardar (Girder) etc. the PV structure will be installed on ground inside the premises of the desired site. if the site has limited area of space, then it will be considered infeasible due to unavailability of space and weak ceiling structure.
- iv. Under construction site feasibility status will be subject to approval of the project consultant and concerned technical official.

In case of technically non-feasible sites duly recommended by the project consultant, the concerned project authority will have to approve the replacements of sites upon the recommendation of consultants.

2.2 Location & Technical Parameters:

The scheme includes solarization of 154 No's of Solarization of masajid, madrasaa, janaz-gah & eid-gah at uc's balkot, shingal dar, bartoni, harnail, shatal, judba, manjakot, palosa, kand akazai, mera mada khel, shadag of District Torghar as per need and requirements of the local community through concerned representative.

This scheme includes 154 No's of units for Solarization of subject sites mentioned

above at UCs of District Torghar, Khyber Pakhtunkhwa. 3 KW solar system is designed for the 153 Masjids and Madrasa, while one special separate 15 KW (02 Units of 7.5 KW) Solar System is designed for Tablighi Markaz, district Torghar

1.3 Scope & Duration of Services:

After contract signing the scope is as under:

- A. 09 Months Conducting feasibility site survey (along with contractor team), Product Approvals, witnessing testing of contractor Equipment's samples, product approval Procurement equipment stage of contractors & Participation in FAT when arranged by contractor (Supervision during Installation, progress reviews, co-ordination at sites, Testing, Handing & takings, Closing of Project PC-IV).
- B. 12 Months (Supervision of Operation & Maintenance during Defect Liability Period of Contractor work).

Note: Scope can increase/decrease

- A. 03 Months for Procurement stage for Hiring of contractors and review/vetting of design.**

2. DESIGN /BIDDING PHASE

- 2.1 Conducting Initial Site Survey and submitting a detail report.
- 2.2 Preparation and Submission of Inception report.
- 2.3 Preparation and Submission of reports related to PV system Design, complete technical details / specifications.
- 2.4 Preparation/Submission of reports of detailed working drawings and modification (if required).
- 2.5 Preparation/Submission of Technical Sanction estimates.
- 2.5.1 Pre-qualification of contractors if required.
- 2.6 Preparation/Submission of tender/bidding documents of project.
- 2.7 Preparation and submission of bid evaluation report.
- 2.8 Preparation and submission of Minutes of meetings.
- 2.9 Preparation and submission of Contractor's Contract Agreement.
- 2.10 Preparation of Detail mechanism for services during Supervision, DLP (Defective Liability Period) and complaints resolution.

3 SUPERVISION STAGE:

- 3.1 Submission of Pre-supply inspection report.
- 3.2 Submission of Equipment assessment and testing reports and recommendation to client.

- 3.3 Establishment of site/ regional office and submission of duly approved authentic record to the client.
- 3.5 The quality and quantity assurance shall be the sole responsibility of the consultants being the Engineer in charge of the project.
- 3.6 Supervision of the schemes since start of the work till final satisfactory completion of all components as mentioned in the scope of the work.
- 3.7 Developing and ensuring Quality Assurance mechanism as per standards.
- 3.8 Expediting progress at the site as per work plan for timely completion of the project.
- 3.9 Preparation and Presentation of monthly progress report or any other review/report requested by the client of the project.
- 3.10 Taking measurements of work carried out by the Contractors, preparations, submissions and verification of interim payment certificate (IPCs) including final bill with all supporting documents, security and any other advances extended to the contractor/Subcontractor (if any) as per Government rules.
- 3.11 The detail installation supervision shall include planning, guidance, programming approval, inspection, monitoring of construction activities, contractor's performance, quality/quantity control, implementation of work plans, drawings, design and specifications, preparation and verification of variation orders including drawing, correspondence with the contractor in capacity of the Engineer in charge and to maintain a good liaison with the client office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best Govt. interest, including PC-IV Performa and Handing over, taking over certificate duly signed by the Client Department.

4. POST COMPLETION STAGE:

- 4.1.1 Submission of as-built drawing for project/completion report/PC-IV after successful completion of the project and handover the facility to the Client Department thereafter.
- 4.1.2 The Consultants will periodically visit completed projects during Defect Liability period for prompt & efficient maintenance work through the contractors.
- 4.1.3 Processing and recommendation of contractor's security after successful completion of Defect Liability Period.
- 4.2 The Consultants will be responsible for overall financial responsibilities of the project including availability at the time of external audit and clearance of audit matters with the Accountant General office.

- 4.3 The Consultants will be accountable for any defects or losses or damages as a result of proven faults, errors or omissions on the part of the Consultants during or after the completion of the work (DLP) being the Engineer in charge
- 4.4 Approval of program/schedule of work submitted by the contractor.
- 4.6 Supervise/ check setting out of all structure/ Equipment's and general layout of the Solar Power System.
 - 4.6.1 Approve those items/material fulfilling the specifications spelled out in the tender documents/ contract Agreement.
- 4.7 Supervise implementation of the project in the capacity of Engineer to ensure that the project is being implemented satisfactorily in accordance with approved drawings & specifications.
 - 4.7.1 Provide instructions to contractor, necessary for proper installation in Solar systems.
 - 4.7.2 Carrying out necessary testing of all Equipment/material (i.e: Cables, Wires, etc) from Government approved Laboratories according to protocols to ensure quality products before and after installation of Solar system and related accessories.
 - 4.7.3 Consultants will coordinate with all stakeholders for efficient, quality and timely completion.
 - 4.7.4 Provide adequate consultation and advice to the Employer in matters that crop up during implementation stage.
 - 4.7.5 Prepare and submit Monthly reports/PC-III and presentation on progress to PEDO.
 - 4.7.6 Evaluate the user manuals both in Urdu / English languages prepared by the contractor for handing over to the beneficiary.
- 4.8 Monitor awareness training to be delivered by the contractor to the local staff.
 - 4.8.1 Assist the Employer in Liaison with the contractor.
 - 4.8.2 Participate in coordination and progress review meetings convened at site and Peshawar as and when required.
 - 4.8.3 Preparation & Verification/Certification of IPC's & final payments to the contractors with supporting documents.
 - 4.8.4 Provide adequate consultation and advice to the Employer on contractual issues.
 - 4.8.5 Prepare variation order for approval of the Employer, if required as per site requirement.
 - 4.8.6 Prepare & submit PC-IV, PC-V of the project after its completion.
- 4.9 Consultant will arrange training sessions at local level to train the end users or a local committee for Operation & Maintenance of the Solar Power Plants after completion of Defect Liability Period of Contractors.

4.10 RMS mechanism establishment through contractors and monitoring of faults and their timely rectification

5 5. SCHEDULE OF PAYMENT:

6 As per Appendix-H

**STANDARD FORM OF CONTRACT
FOR
ENGINEERING CONSULTANCY SERVICES**

LUMP SUM ASSIGNMENTS

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE CONSULTANTS)

for

OF _____ **(BRIEF SCOPE OF SERVICES)**
_____ **(NAME OF PROJECT)**

Month and Year

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FORM OF CONTRACT

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

This CONTRACT (hereinafter called the "Contract") is made on the ___ day of ___ month) of ___ (year), between, on the one hand _____ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, _____ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the following Appendices:

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

- Appendix A : Description of the Services
- Appendix B : Reporting Requirements
- Appendix C : Key Personnel and Subconsultants
- Appendix D : Breakdown of Contract Price in Foreign Currency

Standard Form of Contract

Appendix E : Breakdown of Contract Price in Local Currency
Appendix F : Services & Facilities to be Provided by the Client
Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

Witness

(CLIENT)

Signatures _____

Signatures

Name _____

Name

Title _____

Title

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures _____

Signatures

Name _____

Name

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

are amended or supplemented;

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client

or the Consultants shall be taken or executed by the Authorised Representatives specified in the SC.

1.7 Taxes and Duties

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

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which

a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

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

2.9.2 By the Consultants

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice

from the Consultants that such payment is overdue;

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

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

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

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

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

3.5 Other Insurance to be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

5.4 Services and Facilities

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

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

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

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

6.7 Consultants' Entitlement to Suspend Services

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

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

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

8. INTEGRITY PACT

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

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

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

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 Definitions

(p) "Project" means "Solarization of masjid, madrasa, janaz-gah & eid-gah at uc's balkot, shingal dra, bartoni, harnail, shatal, judba, manjakot, palosa, kand akazai, mera mada khel, shadag of district torghar"

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

Project Director (Solar)
 House No-1, Old Bara Road,
 University Town Peshawar.
 Telephone : (+92-91) 7254668
 Facsimile : (+92-91) 9217340
 E.Mail : pdsolar.pedo@gmail.com

For the Consultants:

_____ (Name of Project
 Manager)
 _____ (Project)
 _____ (Address)

 Telephone : _____
 Facsimile : _____
 E.Mail : _____

1.7 Taxes and Duties

All type of taxes and duties e-g income tax, security etc at the prevailing Government rate shall be deducted by the client from consultant's invoices as per TOR, however payment of other taxes, fees etc as may

be levied under the applicable law in Khyber Pakhtunkhwa, in respect of consultant and sub consultant and their personnel's shall be responsibility of the consultants.

1.8 Leader of the Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

The Consultants shall commence the Services within seven (07) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be Thirty Six (36) months from the Commencement Date of the Services or such other period as the Parties may agree in writing. The services are estimated to be completed before_____

"Completion of Services" means: Completion of services as listed in the Appendix – A

3.4 Risk & Coverage

The risks and the coverage shall be as follows:

- (a) Third party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;

- (b) Third party liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- i) Issuing Variations Orders in respect of:
 - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
 - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
 - any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details approval of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract 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
 - Frustration
- vi) Final Measurement Statement
- vii) Release of Retention Money

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

The Client and the Consultants shall not use these documents for

purposes unrelated to this Contract without the prior written approval of the other Party.

3.9 Liability of the Consultants

- (a) The Consultant's liability shall be limited to losses attributable to failure to exercise due care and diligence, in accordance with generally accepted professional standards.

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in the performance of the Services on the Project to the extent and with the limitations as mentioned herein below.

Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants shall not be liable to the Client for:

- (i) Any indirect or consequential loss or damage, including lost revenue or business interruption; and
 - (ii) Any direct loss or damage that exceeds:-
 - A) Twice the remuneration of the Consultants
 - B) Liability that exceeds the proceeds received by the Consultants from the Insurance procured locally in accordance with the terms of clause 3.4
- (b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.
- (c) Except for the delays covered under Clause 2.5, Force Majeure and other circumstances over which the Consultants have no control, if the Consultants fail to complete the Services within the period(s) specified in the Activity Schedule / Work Plan as modified from time to time, resulting in extra cost, Contractor's claims or deprivation of other benefits to the Client, the Client shall as its sole remedy under the Contract, deduct from the Consultancy Contract Price as compensation, a sum equivalent to the rate specified in Clause 3.9 (d) of the Special Conditions of Contract for the unperformed Services for each days delay until actual completion of the activity / activities, up to a maximum amount specified in Clause 3.9 (d) hereof for that activity. Payment of compensation shall not affect the Consultant's other liabilities under the Contract.

The Consultants shall not be held liable for delays attributable to their exercise of professional due diligence.

(d) Extent of Compensation

(i) The amount of compensation will be at the rate per day to be determined on the basis of remuneration of the Consultants for the delayed activities. The amount shall not exceed PKR 5,000 (Pakistani Rupees five thousand) per day per activity.

(ii) The maximum limit of compensation will not exceed the total remuneration for the delayed activities or PKR 50,000 (Pakistani Rupees fifty thousand) per delay and PKR 500,000 (Pakistani Rupees five hundred thousand) in the maximum aggregate hereunder, whichever is less.

5.1.1 Assistance

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

5.1.3 Approvals

The Client shall accord approval of the documents immediately but not later than Fifteen (15) days from the date of their submission by the Consultants.

6.1 Lump Sum Remuneration

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

6.2 Contract Price

The amount in Pak Rupees is (Value of Contract) inclusive of all Taxes.

6.3 Terms and Conditions of Payment

All the payment will be made in the name of “**(Name of Consultant)**”.

Payments will be made to the Consultant as per details / Schedule provided in the Appendix-H.

Payments due to the Consultants shall be paid by the Client to the Consultants within Twenty Eight (28) days after the Consultants' invoice has been delivered to the Client.

6.4 Period of Payment

(a) The time period for advance payment shall be 45 days after signing of Contract Agreement by both the Parties.

6.5 Delayed Payments

Financing charges are as under:

(i) for local currency = eight percent (8%) per annum.

IV APPENDICES

Appendix A

Description of the Services

As mentioned in the TOR (Section 5)

Appendix B

Reporting Requirements

The Consultant shall submit the following reports (in both Hard and Soft copies):

Sr.No	Submission / Report	Number of Copies	Due Date
1.	Progress Report (Monthly)	01	On every 10 th day of the month
2.	Revised PC-1 (if required)	05	01 Week after written instructions from the client
3.	Submission of report of Installation with each IPC. (including Handing/Taking Over Certificate)	01	Along with Submission of each IPC.
4.	Project Completion Report	03	On the completion of Project
5.	(PC-IV)	03	01 Month after completion of Project

Appendix C

Key Personnel and Subconsultants

As per Clause 3.3 of Special Condition of Contract

Appendix D

Breakdown of Contract Price in Foreign Currency

Not Applicable (NA)

Appendix E

Breakdown of Contract Price in Local Currency

CONSULTANCY SERVICES FOR PROJECT "SOLARIZATION OF MASAJID, MADRASA, JANAZ-GAH & EID-GAH AT UC'S BALKOT, SHINGAL DRA, BARTONI, HARNAIL, SHATAL, JUDBA, MANJAKOT, PALOSA, KAND AKAZAI, MERA MADA KHEL, SHADAG OF DISTRICT TORGHAR"

SUMMARY OF COSTS

Description	Costs (Pak Rupees)
Salary Cost / Remuneration	
Total	
In Words :	

Appendix F

Services and Facilities to be Provided by the Client

The Client shall make available the following Services and Facilities:

The Procuring Entity will provide assistance with regard to arrangement of NOC, any documents required by the contractors. Security arrangement will be the responsibility of the Contractor.

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: "Solarization Of Masajid, Madrasa, Janaz-Gah & Eid-Gah At Uc's Balkot, Shingal dra, Barton, Harnail, Shatal, Judba, Manjakot, Palosa, Kand Akazai, Mera Mada Khel, Shadag Of District Torghar"

[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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP 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 anyone 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 GoP, 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 GoP 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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times 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 GoP.

Name of Buyer Pakhtunkhwa Energy Development Organization

Name of Seller/Supplier:

Signature: [Seal]

Signature: [Seal]

Appendix H

A. DESIGN/BIDDING PHASE:

30 % payment on completion of the following activities:

Sr. No	Activity description	Percent of Payment
1	Upon submission and approval of Inception Report, approval of design, approval/Evaluation of Pre-qualification of Contractor	10 %
2	Upon submission & approval of bidding documents, advertisement for invitation of bids,	05%
3	Upon submission & approval of Contract agreement, LOA	05%
4	Signing of Contract Agreement with contractors	05%
5	Product approval & Commencement orders	05%

A. SUPERVISION & DLP PHASE:

70 % Payment will be made as per details given below:

- 10 % on completion of 10 % of contractor work. (Complete Units)
- 10 % on completion of 20 % of contractor work. (Complete Units)
- 10 % on completion of 30 % of contractor work. (Complete Units)
- 10 % on completion of 50 % of contractor work. (Complete Units)
- 10 % on completion of 60 % of contractor work. (Complete Units)
- 10 % on completion of 80 % of contractor work. (Complete Units)
- 10 % on completion of 100 % of contractor work. (Complete Units)

Note:

- | | | |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| { | <p>1. The scope of services may increase/decrease as per Government instructions. The contract cost will be proportionally adjusted accordingly as per provision of the contract.</p> <p>2. Each invoice of consultant during the supervision phase shall be accompanied by the following:</p> | } |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|

- **Project/Site Report along with Pictures**
- **Quality assurance certificate of installed equipment**
- **Handing taking certificates/Affidavit**
- **All documents duly verified by site Engineers and Project Manager/ Team Leader.**

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES
LUMP SUM REMUNERATION**

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

(BRIEF SCOPE OF SERVICES)

OF _____ **(NAME OF PROJECT)**

Month and Year

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

(Name of Individual Consultants)

(Name of Individual Consultants)

FORM OF CONTRACT

[Note: Use this Form of Contract when the Consultants performs Services as Joint Venture.]

This CONTRACT (hereinafter called the "Contract") is made on the _____ day of _____ [month] of _____ [year], between, on the one hand, _____

(hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely:

(hereinafter collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the following Appendices:

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

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical parts each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of _____

CLIENT'S NAME

Witness

Signature _____

Signature

Name _____

Name

Title _____

Title _____

(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Se