



P E D O

PAKHTUNKHWA ENERGY DEVELOPMENT ORGANIZATION GOVERNMENT OF KHYBER PAKHTUNKHWA

Room # 220, 313, PEDO House, Plot No. 38, Sector B-2, Phase 5 Hayatabad, Peshawar
Phone: 091-9217196 Fax: 091-9217196



Dated: 22-09-2020

MINUTES OF THE MEETING

Agenda: **HIRING OF THE CONSULTANTS OF SOLARIZATION OF MASAJID IN DISTRICT SWAT AND 440 MASAJID IN PESHAWAR. ADP No. 661/ 190601 (2019-2020).**

List of PEDO Members:

1. Engr. Khurram Shehzad Durrani, Project Director (Solar) (Chairman)
2. Engr. Asfand Yar Khan, Assistant Director (Electrical)
3. Engr. Imran Ashraf, Assistant Director (Electrical)

List of Representatives from Consultancy Firms:

1. Bilal Jawad, Senior Manager, SUPERNET.
2. Bilawal Habib, Junior Engineer, MMP (Pvt) Ltd.
3. Waleed ur Rehman, Business Developer, BAK Consulting Engineer
4. Rizwan Khattak, DM- Technical, OMS (Pvt) Ltd.
5. Arif Khattak, UET Peshawar.
6. Saleem Barg, CEO, Barg Engineering
7. Mahmood Khattak, MD, Technical Associates
8. Junaid Khan, CEO, Ultimate Engineering

The Meeting regarding the subject agenda was chaired by the Project Director (Solar) PEDO. The chaired welcome the Participants and present a detail brief of the Project and the Eligibility criteria of consultant. The following points were discussed:

SR#	FIRM NAME	QUERIES RAISED	RESPONSE BY DEPARTMENT
1	OMS Consultant	In the title of RFP 440 Masajid have been given in the district of Peshawar, whereas no such number is given for district of Swat.	Name of ADP scheme includes 440 Masajid for Peshawar and 1151 Masajid for swat but this procurement is only for hiring of Consultancy Service for District Swat. However, the consultancy services for 440 Masajid of Peshawar was previously part of solar Electrification of 4000 Masajid project for KPK and was awarded to same consultant and that is the part of his contract. So 440 Masajid has been removed from the scope of this project in case of consultancy.
2		Please confirm the exact number of Masajid of Swat.	Total Number of Masajid for this scheme is 1591 Number of Masajid in District Swat is 1151 whereas Number of Masajid for District Peshawar is 440. Consultancy is only for swat 1151 Masajid.
3		Please confirm the Net Worth Value, as per Clause 5.1 it is 2.5 Million whereas as per Appendix G it is 10 Million	The Net Worth for Integrity Pact is 2.5 Million



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4		Please confirm whether FIN-3, FIN-4 and FIN-5 are) applicable or Not. In the heading of each FIN Form, it is written NA.	AS mentioned in the RFP these Forms are Not Applicable. Since the Project is on Lump Sum therefore, Man Months Schedules are not Applicable
5		Is total no. of Masjid 440? Also, system size is not defined. Will Consultant finalize the system capacity? Will it be stand alone?	Total Number of Masjid for this scheme is 1591 Number of Masjid in District Swat is 1151 whereas Number of Masjid for District Peshawar is 440. Consultancy is only for swat 1151 Masjid. The following 4 numbers of designs have been included in PC-I which will be re reviewed by the consultant for improvement if required within approved equipment cost in the PC-I.
6		Will all sites be included in surveys or Client has done any survey before?	The site surveys will be on the part of consultant for assessing feasible and non-feasible sites. They will provide tech solutions in case if it is required. The data, list of Masjid having different classifications of. Masjid have already provided.
7		Will O&M be done by same Contractor? We understand there will be packages given to the Contractors.	O & M will be decided in later stages but contractor will have 3 years defect liability period under supervision of consultant.
8		Will Consultant do Pre-supply inspection on Site/Warehouse or Factory?	Yes, the consultant will verify and responsible for arranging the pre- Supply Inspection on Site/ Warehouse/ Factory of Contractor whenever required.
9		Is testing on cost of Consultant or Consultant will just witness the testing on cost of Client?	The testing of equipment will be on cost of Contractor in presence of consultant. However, consultant will verify and recommend/approve the products on basis of test results and certifications.
10		It is requested to reduce the DLP Period from 36 to 18 Months	Not Agreed
11		As per section 1.3, the scope and duration of DLP Services are of 36 Months whereas standard contract agreement declares as 22-01-2023 is expiration date, please confirm	The DLP is 36 months and the services will be terminated at expiration of DLP. DLP will start from successful handing /Taking over of systems.
12		Please confirm the validity of the Proposal	The Validity period will be 120 days.
13	BARG Engineering Consultancy & MM Pakistan (PVT) Ltd.	Clarification regarding total number of Masjid in district Peshawar & Swat. Project Description is ambiguous because in some places Project name is mentioned as 440 Masjid in district Peshawar where as in some places it is left as "District Peshawar only".	Already Answered at point no1 and no 2.
14		Clarification regarding Solarization of Mosques in district Peshawar as district Peshawar is not mentioned	Already Answered at point no 2.



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15	Clarification regarding list of Un-Electrified Mosques in District Swat as in description it is mentioned that "Provision of the PV Solar energy to un-electrified Mosques of district Swat". Word "Un-Electrified" needs to clarify	Off grid without electricity area and heavy load shedding areas.
16	01 Month for conducting initial site survey is mentioned but mosque number is not defined, it will be difficult for consultant to submit work plan for initial site survey, needs clarification regarding cost provision of initial site survey, list of Masajid and Word "Preparatory".	The list of 1151 masjid for swat is ready for implementation. Contract is lump sum so cost for each activity is always included in bid.
17	Clarification regarding "Vetting Design" word, if Client has already prepared the design and float tender then why shall consultant conduct initial site survey and if there are some changes in design then shall consultant is allowed to change design?	Since the Client has already developed a designs for different types of Masajid which is part of PC-I. however the Project consultant will review/vet the design for next stage after pre-qualification.
18	03-Month vetting of pre-qualification, Preparation of Tender Documents, Bid Evaluations of the Contractors, award of Contract to Contractors) is less time specified by the PEDO, it is requested to extend it to 6 months	It cannot be extended because this project is of critical nature and needs to be completed before the timelines planned. However, the consultant must execute parallel activities for accomplishing the mentioned deliverables within given timelines of 6 months i.e inception to signing of contracts with the contractors .
19	Clarification regarding "award of contract to contractors" because as per KPPRA rule 46 award of contract to contractor is the responsibility of Procurement committee?	Agreed
20	Clarification regarding "Testing of contractors Equipment's" & "Testing & Commissioning" because as per Standard form of bidding documents for procurement of works, PCC clause 8.1(b), "The Contractor shall, in accordance with the Contract, with due care and diligence, complete the Works and test and commission the Plant and carry out the Works within the Time for Completion" thus it is much cleared from clause that testing of equipment is sole responsibility of contractor, Engineer have to witness it.	The testing of contractor equipment is on part of contractor the consultant will timely intimate/arrange the tests in their presence and verify and recommend/approve for the Project.
21	Clarification regarding the note "Scope can increase / decrease"?	In case, if Project scope increases or decreases, the scope of consultancy will change accordingly by cost adjustment per masjid.
22	Clarification regarding "2.1 Conducting Initial Site Survey and submitting a detail report".	The Consultant will conduct site survey and will submit a detail report to client within the timelines which includes feasible or infeasible sites and alternate solutions can be provided by the consultant if deem necessary.
23	Clarification regarding "Submission of Pre-Supply inspection report"	Consultant will verify and submit Pre supply inspection report whenever supply takes place.
24	Clarification regarding consultant responsibilities for audit point of view	The consultant is supposed to calculate and develop energy efficient model for the Subject Scheme.



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25		Clarification regarding "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" because as per PCC clause 8.1 it is the responsibility of contractor, Engineer have to verify and witness the testing process	The consultant will examine, verify the tests conduct by contractor for all equipment as per approve specifications. In case of third party verification all such test will be conducted in govt. approved laboratories for transparency and quality assurance which shall be re verify by the consultant.
26		Clarification regarding penalty clauses on delay in project & satisfaction of client because according to PEC consulting Byelaws FIDIC, PEC and KPPRA rules and regulations no such clauses provision exists rather according to FIDIC "Unlike contracts for works, proposal and performance securities and liquidated damages are not recommended for consultancy services. More generally, any form of contract guarantees, such as a money deposit, bid bonds, performance bonds and retention funds, serve little useful purpose. Their enforcement is often subject to judgment calls, they can be easily abused, they tend to increase the costs without obvious benefits to the client, and they have an adverse effect on the relationship between the client and consultant which should be based on mutual trust and cooperation. In addition, because the timely delivery of services depends in many ways upon actions by the client it is difficult to establish the sole responsibility of the consultant when there are delays, so the application of liquidated damages is not recommended for consultancy services.	In light of KPPRA rule 2014, Clause-29. "Professional liability of Consultants" the penalty is imposed in lieu of errors or omission on part of consultant. So the penalty clause will be as it is mentioned in RFP.
27		It is requested to follow the standard procedure of payments define in the standard bidding documents of consultant, because the payment procedure mentioned in the RFPs issued is not in compliance with the PEC consulting Byelaws FIDIC, PEC and KPPRA regulations. According to PEC Consulting byelaws, it is much cleared that; On projects where the scope of services can be fairly estimated and well defined and all-inclusive fixed lump sum payment (including the salary cost, the overheads, the fee and the Direct Non-salary costs) for each of the following services can also be agreed between the employer and the consulting engineer:- (a) Surveys and investigations. (b) Feasibility studies and master planning. (c) Preliminary and detailed designs and drawings. (d) Top Supervision of construction or detailed supervision of construction. In such cases where the scope of work is not fully known and certain data and investigation leads to further work which could not be foreseen in the initial stages it is difficult to fix the amount of fixed remuneration in advance. In such cases future criteria for fixing remuneration for changed or extended work may be agreed to. Lump sum remuneration may be accepted on certain types of projects expressed as payment for a certain unit. This is, however, not possible in all types of projects. In most cases, such calculations are based on estimated man month costs of various categories of technical staff an Direct Non Salary costs. Therefore, in light of above reference clauses it is requested that time duration and scope of the project is not	Not Agreed



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		much cleared and in with relation to Past experience of projects with PEDO it is suggested to adopt "Fixed Man Month Rates" as mentioned in the PEC consulting Byelaws.	
28		Eligibility for Qualification: Clarification needed in case of Sub-Consultants that is requirement of PEC 1210 Code is required or not	Sub consultancy is not allowed.
29		It is Written that " Local Office (Peshawar) Regional Office (Swat) complete address and rent agreement) will be given 02 Marks (Probably 01 for each office) need to be revise. Swat office could be established after Awards of Contracts.	Marking will be on one office that is Peshawar. However regional office of District Swat will be established by the consultant before the contract signing.
30		Project Duration: following is written; 01 Month (conducting preparatory feasibility site surveys, vetting Design) 03-Months vetting of pre-qualification, preparation of Tender Documents, Bid Evaluation of the contractors, award of contract to contractors. 02-Month testing of contractor equipment's, product approval procurement equipment stage of contractors. 12-Months (supervision of installation, progress reviews, co-ordination at sites, Testing & Commissioning, handing & Takings, Closing of project PC-IV) 36 Months (Supervision of Operation & Maintenance during Defect Liability Period of Contractor). Note: Scope can increase/decrease. Based on above we envisage that the project duration is 54 Months : Please Clarify.	Yes, the total Project duration is 54 months. 6 months from inception to contract signing following of Product approval. 12 months –Supervision of installation work 36 months-DLP (Defect liability period) from handing over the system to end user.

A. Key Staff

1.	Team Leader/ Project Manager	01	M.Sc./BSc Electrical / Electronics	Total = 12 Years Solar Project Management = 05 Years (Reputed registered firm/organization experience) attach the evidence	Full time during execution till handing over & intermittent during DLP
2.	Contract Expert / Procurement Engineer	01	M.Sc /BSc Electrical /Electronics/Electronics/ Mechanical/ civil	Total = 05 Years Procurement & Contract Management = 03 Years (Reputed registered firm/organization experience) attach the evidence	Intermittent Services
3.	Solar System Design Engineer	01	B.Sc. Electrical /Electronics	Total = 4 Years Solar PV System Design = 03 Years (Reputed registered firm/organization experience) attach the evidence	Intermittent
4.	Assistant Project Managers/ Project Engineers	04	B.Sc. Electrical / Electronics	Total = 4 Years Solar Specific = 3 Years (Reputed registered firm/organization experience) attach the evidence	4 Engineers Full time during execution till handing over & 2 Engineers during DLP
Total Key Staff		07			
B Non Key Staff					
5	Monitoring Officers	8	BSc/DAE Electrical / Electronics/ B-Tech (Electrical)	3 Years	8 Monitoring officers Full time during execution till handing over & 3 Monitoring officer DLP



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6	Office Assistant /Computer Operator	3	BCS/BA/DIT	3 Years	3 Employees Full time during execution till handing over & 1 employee during DLP
7.	Office Boy	5	-	-	Staff to be deployed throughout Project.
8.	Driver	5	-	-	Full time during execution & DLP
9.	Chowkidar	5	-	-	Full time during execution & DLP

APPENDIX-H

Payment Terms.

A. DESIGN/BIDDING PHASE:

30 % payment on completion of the following activities:

Sr. No	Activity description	
1	On Approval of Project Authority (Inception report, Review/Vetting of Design , Layout Drawings (Single Line), site survey report)	
2	On Approval of Project Authority /Competent Authority(bidding documents according to approved specs and PEC/KPPRA standard bidding docs, Prequalification if required)	10%
3	On Approval of Project Authority/Competent Authority (Tech and Financial Evaluations of contractors)	10%
4	On Approval of Competent/ Project Authority Contract agreement and work order &Award of contract to contractors	
5	On approval Pre supply inspection report	10 %

B. 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)

05 % on completion of 100 % of contractor work. (complete units)

05% on upon successful completion of Defect Liability Period and submission of PC-IV

Note:

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.

2. Each invoice of consultant during the supervision phase shall be accompanied by the following:

- Site report along with Sites details,
- Updated physical and financial Progress report
- Site pictures,
- Tests report,
- Quality assurance certificate of installed equipment
- Handing taking certificates/Affidavit
- All documents duly verified by site Engineers and Project Manager/ Team Leader.

The meeting ended with Vote of thanks.

