

QUAID-E-AZAM SOLAR POWER (PVT.) LTD

REQUEST FOR PROPOSAL (RFP)

FOR

**“PROVISION OF CONSULTANCY SERVICES TO QUAID-E-AZAM SOLAR
POWER (PVT) LIMITED FOR QUALITY ASSURANCE AND SUPERVISION OF
O&M CONTRACTOR OF ITS 100 MWp SOLAR PHOTOVOLTAIC (PV)
PROJECT AT BAHAWALPUR, PUNJAB, PAKISTAN”**

Issuance Date: 19th June, 2017

Due Date: 20th July, 2017

Issued by:

**Chief Executive Officer
Quaid-e-Azam Solar Power (Pvt.) Ltd.**

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SECTION 1: LETTER OF INVITATION

SECTION 1: LETTER OF INVITATIONDate: 19th June, 2017**SUBJECT: LETTER OF INVITATION**

1. The Government of the Punjab has established Quaid-e-Azam Solar Power (Pvt) Limited to promote and develop solar power projects in the province of Punjab, Pakistan. Being wholly owned company by the Government of the Punjab, Quaid-e-Azam Solar Power (Pvt) Limited has successfully established and commissioned a 100 MWp Solar Photovoltaic (PV) Project at Bahawalpur, Punjab, Pakistan.
2. Quaid-e-Azam Solar Power (Pvt) Ltd. (hereinafter referred to as the “Client”) hereby invites proposals to provide O&M Consultancy Services for Quality Assurance & Supervision of O&M Contractor of its 100 MWp Solar Photovoltaic (PV) Project at Bahawalpur, Punjab, Pakistan (the “Consultancy Services”); details of the services are provided in the Terms of Reference (Section 5 below).
3. The pre-qualified firms are required to submit the Technical & Financial proposals for the Consultancy Services.
4. The RFP includes the following documents:
 - Section 1 – Letter of Invitation
 - Section 2 - Instructions to Bidders (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract (Lump-sum)
5. It is mandatory for the proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation.
6. The Bidder should submit details of all of their most relevant assignments for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.
7. CVs of key personnel corresponding to the list given in the Data Sheet should provide details of at least 5 relevant assignments done by the individual in the past 10 years.

Yours sincerely,

Muhammad Amjad,
CEO, Quaid-e-Azam Solar Power (Pvt.) Ltd.

SECTION 2: INSTRUCTIONS TO BIDDERS

SECTION 2: INSTRUCTIONS TO BIDDERS

Definitions

- (a) “Client” means Quaid-e-Azam Solar Power (Pvt.) Limited.
- (b) “Bidder” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract to be signed by the Client & successful bidder as a result of current bidding process.
- (d) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific conditions.
- (e) “Day” means calendar day.
- (f) “Instructions to Bidders” means the document, which provides Pre-Qualified Bidders with all information needed to prepare their Proposals.
- (g) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the Pre-Qualified Bidders.
- (h) “Personnel” means professionals and support staff provided by the Bidder or by any Sub-Bidder and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means this Request for Proposal prepared by the Client for the selection of Bidders, based on the Punjab Standard RFP.
- (k) “Services” means the work to be performed by the Bidder pursuant to the Contract.
- (l) “Sub-Bidder” means any person or entity with whom the Bidder sub-contracts any part of the Services.
- (m) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder, and

expected results and deliverables of the assignment.

1. Introduction

- 1.1 Not used.
- 1.2 The Pre-Qualified Bidders will have to submit a Technical Proposal and a Financial Proposal for Consulting Services required for the assignment named in the Data Sheet. The Proposals should be submitted in separately marked and sealed envelopes. The Proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected Bidder.
- 1.3 Bidders should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. Bidders should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will timely provide, at no cost to the Bidders, the inputs and facilities specified in the Data Sheet.
- 1.5 Bidders shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

Conflict of Interest

- 1.6 The policy of the Client requires that Bidders provide professional, objective, and impartial advice and at all times, hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
 - 1.6.1 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- (i) A firm that has been engaged by the Client to provide goods, works or services other than Consultancy Services for a project, and any of its affiliates, shall be disqualified from providing Consultancy Services related to those goods, works or services. Conversely, a firm hired to provide Consultancy Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than Consultancy Services resulting from or directly related to the firm's Consultancy Services for such preparation or implementation. For the purpose of this paragraph, services other than Consultancy Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- (ii) A Bidder (including its Personnel and Sub-Bidders) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder to be executed for the same or for another Client. For example, a Bidder hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Bidder assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Bidder hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting
relationships**

- (iii) A Bidder (including its Personnel and Sub-Bidders) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded an Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Bidders under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Bidder nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Bidder as part of his technical proposal.

Unfair Advantage

1.6.4 (a) If a Pre-Qualified Bidder could derive a competitive advantage from having provided Consultancy Services related to the assignment in question, the Client shall make available to all Pre-Qualified Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

Fraud and Corruption

(b) The Client requires Bidders participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Client: defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving,

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- receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (c) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - (d) will sanction a Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Client contract if at any time it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client contract; and
 - (e) will have the right to require that a provision be included requiring Bidders to permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Client.
- 1.7 Bidders, their Sub-Bidders, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Client in accordance with the above para. 1.6.4. Furthermore, the Bidders shall be aware of the provisions on fraud and corruption
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- stated in the specific clauses in the General Conditions of Contract.
- Only one Proposal**
- 1.8 Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Bidder is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- 1.9 Pre-Qualified Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
- Proposal Validity**
- 1.10 The Data Sheet indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility of Sub-Bidders**
- 1.11 In case a Pre-Qualified Bidder intends to associate with Bidders who have not been Pre-Qualified and/or individual expert(s), such other Bidders and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Data Sheet.

**2. Clarification
and
Amendment of
RFP
Documents**

- 2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

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- 3. Preparation of Proposals**
- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:
- a) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- Technical Proposal**
- 3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the

**Format and
Content**

attached Standard Forms (Section 3). Paragraph (c) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

- (a) A brief description of the Bidders' organization and an outline of recent experience of the Bidders (each partner in case of joint venture) on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Bidders/ Professional staff who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by

area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Bidders' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Bidder may be subject to local taxes (such as: value added or sales tax or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement.

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- 3.8 Not Used.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- The original proposal (Technical Proposal and, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.1 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.2 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE.**”
- The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be
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case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

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

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

Evaluation of Technical Proposals

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.3 Not Used.

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- Public Opening and Evaluation of Financial Proposals (only for QCBS, Fixed Budget Selection, and Least-Cost Selection)**
- 5.4 After the technical evaluation is completed, the Client shall inform the Bidders who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened. The Client shall simultaneously notify in writing Bidders that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Bidders' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Bidders sufficient time to make arrangements for attending the opening.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, and the technical scores of the Bidders shall be read aloud. The Financial Proposal of the Bidders who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 5.7 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points.
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The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times F\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. Signing of Contract	6.1	Signing of Contract will be held at the date and address agreed between the parties. The invited Bidder will, as a pre-requisite for attendance at the Contract signing, confirm availability of relevant Professional staff. Failure in satisfying such requirements may result in the Client proceeding to the next-ranked Bidder. Representatives attending on behalf of the Bidder must have written authority to conclude a Contract.
Description of Services	6.2	Finalization of Contract will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Bidder to finalize the Terms of Reference. The Client and the Bidders will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment.
Availability of Professional staff/experts	6.3	Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to finalize Contract on the basis of the Professional staff named in the Proposal. Before contract finalization, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract finalization unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to finalize.
Conclusion of the Contract	6.4	Finalization of Contract will conclude with a review of the draft Contract. The Client and the Bidder will initial

the agreed Contract.

7. Award of Contract

- 7.1 The Client shall award the Contract to the selected Bidder and publish details on the website and promptly notify all Bidders who have submitted proposals.
- 7.2 The Bidder is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bidder Selection Guidelines relating to fraud and corruption.

DATA SHEET

INSTRUCTIONS TO THE BIDDERS

DATA SHEET

Paragraph Reference	
1.1	Name of the Client: <u>Quaid-e-Azam Solar Power (Pvt) Ltd.</u> Method of selection: <u>Quality and Cost Based Selection Method (QCBS) – Single Stage Double Envelope</u>
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> (in a separate envelope, clearly marked) Name of the assignment is: “PROVISION OF CONSULTANCY SERVICES TO QUAID-E-AZAM SOLAR POWER (PVT) LIMITED FOR QUALITY ASSURANCE AND SUPERVISION OF O&M CONTRACTOR FOR 100 MW_p SOLAR PHOTOVOLTAIC (PV) POWER PLANT AT BAHAWALPUR, PUNJAB, PAKISTAN”
1.3	The Client will provide at no cost to the Consultants: Office space at Site for Resident Engineer and liaison personnel only. All boarding Lodging/transportations to and from the site shall be managed by the bidder.
1.4	The Client envisages the need for continuity for downstream work: No <input checked="" type="checkbox"/>
1.5	Proposals must remain valid 270 days after the submission date.
2.1	Clarifications may be requested via email to procurement@qasolar.com no later than 1100 hours (Pakistan Standard Time, GMT+5) till 13th July, 2017.

3.1	Proposals shall be submitted in the following language: English Information in any other language shall be accompanied by certified translation in English.
3.2	Firms should submit details of six (06) assignments of similar complexity and scale (in terms of size).
3.3	CVs should contain details on five (05) relevant assignments done by the team proposed by the bidding company in the past 10 years.
3.4	Training is a specific component of this assignment: No <input checked="" type="checkbox"/>
3.5	Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: Yes <input checked="" type="checkbox"/> The Client will withhold taxes on behalf of the Consultant: Yes <input checked="" type="checkbox"/>
3.6	Consultant to state Financial proposal in the national currency (PKR): Yes <input checked="" type="checkbox"/>
4.1	Consultant must submit the 01 original, alongwith a soft-copy of the Technical Proposal, and a separately marked and sealed Financial Proposal in original .
4.2	Proposal must include the name, email and contact number of bidder's responsible person. The Proposal must be submitted to: Chief Executive Officer, Quaid-e-Azam Solar Power (Pvt.) Ltd., 83-A, E/I Main Boulevard Gulberg III, Lahore, Pakistan
	Proposals must be submitted no later than 1100 hours (PST, GMT+5) on 20th July, 2017.

5.1 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="text-align: right; border-bottom: 1px solid black;">Points</td> </tr> <tr> <td>(i) Company Profile:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td>Number of similar assignments (size & complexity)</td> <td style="text-align: right;">[45]</td> </tr> <tr> <td>Projects of similar complexity (10MW and Above)</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td colspan="2">Each Project will be awarded 5 marks with maximum of 06 projects.</td> </tr> <tr> <td style="padding-left: 40px;">Additional points for projects of similar complexity executed outside country of origin</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td colspan="2">Each project will be awarded 05 marks with maximum of 03 projects.</td> </tr> <tr> <td>Value of similar assignments</td> <td style="text-align: right;">[45]</td> </tr> <tr> <td>Projects of similar complexity</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td colspan="2">Each value of Project having Annual Consultancy value of 200,000 USD shall be awarded 05 marks with maximum of 06 projects.</td> </tr> <tr> <td colspan="2">Additional points for projects of similar value executed outside country of origin</td> </tr> <tr> <td></td> <td style="text-align: right;">[15]</td> </tr> <tr> <td colspan="2">Each value of project having Annual Consultancy value of USD 200,000 or above shall be awarded 05 marks up to 03 projects.</td> </tr> <tr> <td>Organizational structure</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td colspan="2">Organogram, ISP Certification, Number of Professional Certified Engineers in Firm.</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">Total = (A₁)</td> </tr> <tr> <td>(i) Project Team/Key Staff:</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td>a) Senior Solar Resource Specialist/ Analyst</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td>b) Principal Electrical Engineer (Experience of 132kV Grid)</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td>c) Resident Engineer/Coordinator</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td>d) QC/HSE Engineer</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">Total = (A₂)</td> </tr> </table> <p>The bidder can have other members in the team, however, they would not count towards marks for the purpose of evaluation.</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant score:</p>		Points	(i) Company Profile:	[100]	Number of similar assignments (size & complexity)	[45]	Projects of similar complexity (10MW and Above)	[30]	Each Project will be awarded 5 marks with maximum of 06 projects.		Additional points for projects of similar complexity executed outside country of origin	[15]	Each project will be awarded 05 marks with maximum of 03 projects.		Value of similar assignments	[45]	Projects of similar complexity	[30]	Each value of Project having Annual Consultancy value of 200,000 USD shall be awarded 05 marks with maximum of 06 projects.		Additional points for projects of similar value executed outside country of origin			[15]	Each value of project having Annual Consultancy value of USD 200,000 or above shall be awarded 05 marks up to 03 projects.		Organizational structure	[10]	Organogram, ISP Certification, Number of Professional Certified Engineers in Firm.			Total = (A ₁)	(i) Project Team/Key Staff:	[100]	a) Senior Solar Resource Specialist/ Analyst	[40]	b) Principal Electrical Engineer (Experience of 132kV Grid)	[30]	c) Resident Engineer/Coordinator	[20]	d) QC/HSE Engineer	[10]		Total = (A ₂)
	Points																																												
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c) Resident Engineer/Coordinator	[20]																																												
d) QC/HSE Engineer	[10]																																												
	Total = (A ₂)																																												

5.1 (b)	<p>1) Education and qualifications [25] 2) Relevant background [70] 3) Time with firm (≥ 3 years) [5]</p>
	<p>(ii) Approach & Methodology: [100]</p>
	<p>a) Understanding & Innovativeness [40] b) Methodology & Work plan [60]</p>
	<p>Total =(A₃)</p>
	<p>A presentation from the bidder might be scheduled during technical evaluation of bids to score their Approach & Methodology.</p>
	<p>Total score: 100</p>
	$\text{Technical Score}^* = \frac{A_1[30]}{100} + \frac{A_2[50]}{100} + \frac{A_3[20]}{100}$
	<p>The minimum technical score (St) required to pass is: 65 points</p>
	<p>The formula for determining the financial scores is the following:</p>
	<p>Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p>
<p>The weights given to the Technical (T) and Financial Proposals (F) are: T = <u>0.70</u>, and F = <u>0.30</u></p>	

SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

TECHNICAL PROPOSAL - STANDARD FORMS

This section contains forms of the Data Sheet for format of Technical Proposal to be submitted, and the requirements in these forms must be complied with in order to be considered for the technical evaluation.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Bidder's Organization and Experience
 - A Bidder's Organization
 - B Bidder's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the Consultancy Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Bidder]²

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.6 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Consultancy Services related to the assignment not later than the date proposed by the Client.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

2 [Delete in case no association is foreseen.]

FORM TECH-2 BIDDER'S ORGANIZATION AND EXPERIENCE

A - Bidder's Organization

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

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Bidder's Experience

[Using the format below, provide information on each assignment (minimum 5) for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out Consultancy Services similar to the ones requested under this Assignment. Assignments older than 10 years will not be considered. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

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

Tick all the areas in which the services were provided:	
(a) O&M Supervision	<input type="checkbox"/>
(b) Weather Station Maintenance	<input type="checkbox"/>
(c) Working on Relevant Standards	<input type="checkbox"/>
(d) Testing of Solar PV Plant Equipment	<input type="checkbox"/>
(e) Development of Testing Protocols	<input type="checkbox"/>
Describe all the activities actually performed by the staff of the company for this assignment:	

Supervision includes but is not limited to O&M supervision of solar PV plants, maintenance of weather and irradiation measurement devices, working on relevant standards of weather and O&M of solar PV plants, testing of solar PV plant related equipment, development of testing protocols for O&M of solar PV etc.

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.3 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

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

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

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

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

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth**: _____ **Nationality**: _____
5. **CNIC No (if Pakistani)**: _____ **or Passport No**: _____
6. **Education** :

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations**: _____

8. **Other Training** [*Indicate significant trainings or professional certification(s) obtained along with their respective duration*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: ____
10. **Employment Record**[*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved in last ten (10) years, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11 in descending order of size of the assignment.]

- 1) Name of assignment or project: _____
 Year: _____ Size of the Assignment (MW): _____
 Location: _____
 Client: _____
 Main project features: _____
 Position(s) held: _____
 Activities performed: _____
 Man-hours spent: _____

- 2) Name of assignment or project: _____
 Year: _____ Size of the Assignment (MW): _____
 Location: _____

Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____ Man-hours spent: _____
3) Name of assignment or project: _____ Year: _____ Size of the Assignment (MW): _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____ Man-hours spent: _____
<p><i>[Unroll the project details group and continue numbering (4, 5 ...) as many times as is required]</i></p>

13. Certification:

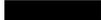
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

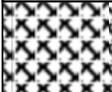
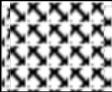
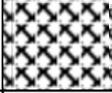
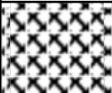
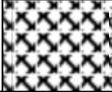
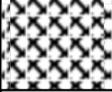
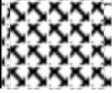
Date: _____

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

Full name of authorized representative: _____

FORMTECH-7: STAFFING SCHEDULE¹

 Full time input
 Part time input

Year: _____		Staff input (in the form of a bar chart) ²												Total staff-month input		
N ^o	Name of Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total
Foreign																
1																
2																
3																
																
n																

FORMTECH-8WORK SCHEDULE

		Year:											
N°	Activity ¹	Months ²											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.
- 3 The above information is indicative only and all activities shall be covered under Lump Sum price.

**SECTION 4: FINANCIAL PROPOSAL -
STANDARD FORMS**

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the Pre-Qualified Bidders for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the Consultancy Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 2.1 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs
	Pak Rupees
Total Costs of Financial Proposal ²	

- 1 Indicate the total costs, inclusive of all taxes (income tax, sales tax), to be paid by the Client in local currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):²	Description:³

	Costs
<i>Cost component</i>	Pak Rupees
Remuneration ⁵	
Reimbursable Expenses ⁵	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Bidder shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the local currency.
- 5 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 Breakdown of Remuneration ¹

Name ²	Position ³	Staff-month Rate ⁴
Local Staff		
		[Home] [Field]
Foreign Staff		
		[Home] [Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work
- 5 In case of additional services, such rate shall be considered subject to the agreement between the parties.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

Not used. All expenses to be covered in lump sum price.

APPENDIX: Bidder’s Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel	Charges
Position	Proposed Fixed Rate per Working Month/Day/Hour
Home Office	
Sr. Solar Resource	
Sr. Electrical Engineer	
QHSE Engineer	
Field	
Resident Engineer	

1. Expressed as percentage of 1
 2. Expressed as percentage of 4
- In case of additional services, such rate shall be considered subject to the agreement between the parties

SECTION 5: TERMS OF REFERENCE

SECTION 5: TERMS OF REFERENCE

1. Project Brief

Title of the Consultancy Services Agreement: “Provision of Services to Quaid-e-Azam Solar Power (Pvt) Ltd. for Quality Assurance and Supervision of O&M Contractor for 100 MWp Solar Photovoltaic (PV) Power Plant at Bahawalpur, Punjab, Pakistan”.

Client/Employer: Quaid-e-Azam Solar Power (Pvt.) Ltd.

Location: Lal Sohanra, Bahawalpur, Pakistan

Quaid-e-Azam Solar Power (Pvt.) Ltd., has successfully completed the 100 MW Solar Power Plant in Quaid-e-Azam Solar Park TBEA Xinjiang SunOasis Co. Ltd. The construction phase of the contract stands completed with declaration of COD on 15th of July, 2015 and the O&M period started thenceforward.

2. Objective of the Consultancy

The overarching objectives of the consultancy services, *inter alia*, include:

- Performing end-to-end “Owner’s Engineer” role in the Operation & Maintenance of the 100 MWp, ground-mounted, grid-connected, Solar PV Power Plant at Lal Sohanra Bahawalpur, Punjab, Pakistan;
- Supervision of the Operation & Maintenance of Power Plant as per O&M Manual;
- Ensuring achievement of Operational and Maintenance Quality Benchmarks by O&M Contractor;
- Data collection/analysis and reporting about the Plant Performance.

The Consulting Firm must be prepared to commence provision of the services within 15 days after Award of Contract (hereinafter referred to as the “Commencement of Services Date”).

3. Scope, Duties, & Responsibilities of the Consultant & its Presence

The Scope of work of the Consulting Firm shall, *inter alia*, include:

- (a) Assist in O&M of the Project consisting the Project’s lifetime;
- (b) Assessing the warranty and guarantee requirements within the contract.
- (c) Establishment of progress reporting, issues and change management protocols with the Contractor;
- (d) Looking for interface points and areas where there could be technical and commercial risks with mitigation strategy;
- (e) Reviewing O&M work plan for corrective and preventive maintenance and Plant operation plan of the Contractor on daily, monthly, biannual, and annual basis;
- (f) Verification of quantities, quality, documentation etc., as per the provisions of the O&M Contract;
- (g) Check the implementation of the agreed upon Quality, Health, Safety and Environment (QHSE) plan;

- (h) Verification that the correct data sheets, training and installation manuals of each system component have been made available;
- (i) Verification of replacement components, warranty reserves etc. as would be provisioned in the O&M contract;
- (j) Verification of the service contracts, insurance policies, warranties, performance guarantees for each component, sub-system, and the entire system (as applicable);
- (k) Monitoring of the agreed upon leading performance indicators, and raising timely alerts about the possibility of missing or falling short of the Quality Assurance milestones;
- (l) Independent measurement and certification of the leading performance indicators, including module efficiency in actual operating conditions, inverter weighted efficiency, switchgear and transformer performance, and the actual plane-of-array irradiation;
- (m) Spot checks of the module, inverter, and combiner box performance, including infrared checks of the modules with special attention to whether there are any early signs of Potential Induced Degradation;
- (n) Assisting the Client in analysing the SCADA data outputs thru dedicated monitoring systems;
- (o) Analysing the SCADA information for any faults or quality deficiencies at the system, sub-system, or component level;
- (p) Review of O & M planning and implementation by the Contractor: scheduled and unscheduled tasks;
- (q) Control of the O&M execution and reporting in four quarters;
- (r) Review of the training plan and its implementation provided by the Contractor;
- (s) Verification of the System Performance Ratio at monthly, quarterly and annual intervals;
- (t) Participating in quarterly performance review meetings with Client and the Contractor;
- (u) Arranging emergency meetings with the Contractor and Client in case of any substantial system performance warnings and identified risks;
- (v) Assist Client in overseeing troubleshooting by the Contractor in case of any problems in System performance.
- (w) Verification of calibration of Key Sensors and measuring equipment including the pyranometers. Module temperature sensors and grid connection meters.
- (x) Determination and suggesting the implementation and supervision of the best practices on dust detection system, optimized cleaning cycle and mechanized cleaning.
- (y) Supervision of ongoing rectification of Punch List including but not limited to SCADA Monitoring System Extension, Installation of Inverter Shades, Inverter ACs and Gardening.

4. Core Team of Experts

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

All engineers hired locally must be registered with the Pakistan Engineering Council (PEC)

- **Senior Solar Resource/Specialist/Analyst**

- Experienced in operations and maintenance of large-scale infrastructure development relating to power generation projects.
- Background in operations, maintenance, monitoring, and evaluation of renewable energy/ solar power projects.
- Experienced in appraisal, monitoring and evaluation of O&M contracts.
- More than 10 years of experience in relevant field with at-least 5 years of international experience in successful operations and maintenance of solar energy projects.
- Preferably Master's degree in Engineering.
- Advanced degree/certification in solar systems/renewables.
- Expertise Operation & maintenance of optimal solar systems for large solar projects

- **Principal Electrical Engineer**

- Experience in Operations & Maintenance of 132kV Substations, MV/LV Switchgear.
- Experience in parameters of photovoltaic systems and components and their grid integration.
- Having expertise in optimizing operations and maintenance during O&M of the project.
- At least a Bachelor's degree in Electrical Engineering .
- At-least 10 years of Relevant Experience.

- **Resident Engineer/O&M Coordinator**

- Expertise in managing, safeguarding, and organizing large scale designs and drawings of PV power plants
- Experience of keeping a track of all the documents shared with the Client and its Contractor
- At least a Bachelor's degree in Electrical Engineering.
- Advance Degree/Certification in the field of Solar/Renewable Energy.

- At least 3 years of relevant experience.
- **Quality Control/HSE Engineer**
 - Expertise in preparation and implementation of HSE Policy & guidelines.
 - Experience in conducting Safety Audits.
 - Experience in implementation of Quality Standards and documentation.
 - Experience of conducting accident/incident investigations.
 - At least 5 years of relevant Experience.

5. Time Duration

The time duration for this assignment shall be 12 Months after the contract comes into force. The Contract duration may be extended on mutual agreement of both parties.

6. Deliverables with Timelines

Following is the list of deliverables to be furnished the O&M Consultant as part of its Consultancy Services.

- (a) Review of O&M reports (daily, weekly, monthly & quarterly) by O&M Contractor.
- (b) Review of Reports by Lender's Technical Advisor (LTA) and assisting Client to provide technical reply.
- (c) Issuance of O&M Payment Certificate on Quarterly Basis keeping in view the O&M performance of O&M Contractor.
- (d) Determination of PR on Daily, Monthly and Quarterly basis for O&M.
- (e) Advising Client about imposition of Liquidated Damages or Sharing of Bonus Energy profit as per Contract based on Performance Shortfall in Quarterly Report.
- (f) Determination of Annual PR and advising Client for imposition of Liquidated Damages on PR Shortfall or the Bonus Energy for exceeding of PR as per Contract.
- (g) Verification of Claims of Approved Down Time by O&M Contractor for the purpose of PR verification.
- (h) Agreed upon progress reporting, issues and change management protocols with the Contractor
- (i) Risk management table and mitigation strategy agree with the Contractor (responsibility of the Contractor but the consultant will ensure it is properly delivered)
- (j) Inspection and verification reports of the arrival of equipment new equipment (if any).
- (k) Performance reports on monthly basis.
- (l) Spot check reports for system components on monthly basis.
- (m) Review and verification of reports regarding calibration and certification of measuring equipment.
- (n) Review of implementation of O&M Plan.
- (o) Review of Troubleshooting reports by O&M Contractor.

- (p) Monthly progress reports (including interpretation of the SCADA information, HSE events, Potential Risks, Suggestions for Improvement etc).
- (q) Comprehensive System Performance report at the end of each O&M year and the milestone defined in EPC and O&M Agreement including the identification of any system performance trends and emerging risks.
- (r) All relevant reports defined in Scope of Work.
- (s) Any other report as assigned by Client based on any emergent plant situation.

**SECTION 6: STANDARD FORM OF
AGREEMENT – LUMP-SUM PAYMENTS
(LARGE)**

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

Between

QUAID-E-AZAM SOLAR POWER (PVT.) LTD.

And

(NAME OF THE CONSULTANTS)

For

“PROVISION OF CONSULTANCY SERVICES TO QUAID-E-AZAM SOLAR POWER (PVT) LIMITED FOR QUALITY ASSURANCE AND SUPERVISION OF O&M CONTRACTOR FOR 100 MW_p SOLAR PHOTOVOLTAIC (PV) PROJECT AT BAHAWALPUR, PUNJAB, PAKISTAN”

Dated: _____ July, 2017

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FORM OF CONTRACT
[to be printed on stamp paper]

- [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 consultancy services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services" or the "Consultancy 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 Sub-consultants
Appendix D : Breakdown of Contract Price in Foreign Currency
Appendix E : Breakdown of Contract Price in Local Currency

Appendix F : Services & Facilities to be Provided by the Client
Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

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

For and on behalf of (CLIENT)	For and on behalf of (Consultants)
Signature_____	Signature_____
Name _____	Name _____
Title _____	Title _____
(Seal)	(Seal)
Witness	Witness
Signatures_____	Signatures_____
Name _____	Name _____
Title _____	Title _____

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) "Local Currency" means Pak-Rupee (PKR) which is the currency of the Islamic Republic of Pakistan;
- (h) "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;
- (i) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;

- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (n) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-consultant; and
- (o) "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 Authorized 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 Authorized 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 Authorized 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 Authorized Representatives specified in the SC.

1.7 Taxes and Duties

Pursuant to the laws of Pakistan, all payable direct & indirect taxes and duties required to be paid by the Contractor are included in the Contract Price and the bid including without limitation: withholding income tax, Sales tax, and custom duties etc.

For avoidance of doubt, the Consultant shall not be entitled to any additional payments in tis invoices on account of any direct or indirect taxes & duties.

Notwithstanding the above, the parties hereby agree that the Consultant's invoices shall be adjusted solely on the account of the difference between the rate of sales tax applicable on the services on the signing date of this contract and the rate of sales tax applicable in the services on the relevant date of consultant's invoices; for the avoidance of doubt, the adjustment in the consultants invoices on account of difference in sales tax as described above may be positive or negative.

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.

1.9 Registration with Local Authorities

Within 30 days of commencement of Contract, the Consultant shall ensure the registration with local regulatory authorities such as FBR, PRA, SECP, BOI, PEC etc as required under the Applicable Law.

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 Sub-consultants 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 Sub-consultants 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 Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

The Consultants, their Sub-consultants, 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 O&M supervision 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 O&M Supervision of 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 in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the expiry of this Contract.

The Consultant may, to protect themselves, insure themselves against their liabilities. The extent of the insurance shall be up to the limit specified in second para above. The Consultant shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultant.

The Consultants shall 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.

3.5 Other Insurance to be Taken by the Consultants

The Consultants (a) shall take and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the 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 Sub-consultants 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 Sub-consultants 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 Sub-consultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a

replacement a person with qualifications and experience acceptable to the Client.

- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) Provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consultancy engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants 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 organizations. 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 organizations, 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, Sub-consultants, 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 organization 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 the Consultant(s) apply for these.

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, Sub-consultants 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) Payments in Foreign currency are not allowed. All payments shall be made in Pakistani Rupees.
- (b) The SC shall specify the break up of remuneration to be paid in local currencies.

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

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

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

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

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

6.7 Consultants' Entitlement to Suspend Services

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

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be

submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

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

8. INTEGRITY PACT

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

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

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

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 Definitions

(p)"Project" means **Provision of Consultancy services to Quaid-e-Azam Solar Power (Pvt) Ltd. in selection, quality assurance and supervision of O&M Contractor for 100 MW_p Solar Photovoltaic (PV) Project at Bahawalpur, Pakistan**

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

**Chief Executive Officer
Quaid-e-Azam Solar Power (Pvt.) Ltd.**

3rd Floor, 83-A E/1,
Main Boulevard, Gulberg 3,
Lahore

Tel:+92-42 35790363-65

Fax: +92-42 35790366

Website: www.qasolar.com

For queries: procurement@qasolar.com

For the Consultants:

(Name of Project Manager): _____

(Project): _____

(Address): _____

Telephone: _____

Facsimile : _____

E.Mail : _____

1.7 Taxes and Duties

All the taxes levied by the Government.

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

1.8 Leader of the Joint Venture

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

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

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date after 15 days from the signing of the contract.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be 60 days, or such other period as the Parties may agree in writing.

2.3 Commencement of Services

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

2.4 Expiration of Contract

The period of completion of Services shall be one year after the Award of Contract to the Consultant.

3.5 Insurance to be taken out by the Consultants

The risks and the coverage shall be as follows:

- (a) Third Party liability insurance by the Consultants or their Personnel or any Sub-consultants or their Personnel, with a minimum coverage of Rs 2,000,000 (Pak Rupees Two Million Only).
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

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

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

5.1.1 Assistance

- (a) The Client shall make available all relevant documents available with the Client.

5.1.2 Coordination

(a) The departments and agencies include but not limited to MEPCO, NTDC, PPDB, PPIB, AEDB, NEPRA, ENERCON, PIEDMC and EPD.....
.....
.....

5.1.3 Approvals

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

6.1 Contract Price

The Lump Sum Remuneration for the Consultancy Services of the consultant is PKR . _____ which shall be paid in 12 equal installments.

6.2 Terms and Conditions of Payment

Upon approval of Monthly and Quarterly O&M review reports showing the status of deliverables.

IV APPENDICES

Appendix A

Description of the Services

The Scope of work of the Consultancy Firm shall, *inter alia*, include:

- (a) Assist in O&M of the Project consisting the Project's lifetime;
- (b) Assessing the warranty and guarantee requirements within the contract.
- (c) Establishment of progress reporting, issues and change management protocols with the Contractor;
- (d) Looking for interface points and areas where there could be technical and commercial risks with mitigation strategy;
- (e) Reviewing O&M work plan for corrective and preventive maintenance and Plant operation plan of the Contractor on daily, monthly, biannual, and annual basis;
- (f) Verification of quantities, quality, documentation etc., as per the provisions of the O&M Contract;
- (g) Check the implementation of the agreed upon Quality, Health, Safety and Environment (QHSE) plan;
- (h) Verification that the correct data sheets, training and installation manuals of each system component have been made available;
- (i) Verification of replacement components, warranty reserves etc. as would be provisioned in the O&M contract;
- (j) Verification of the service contracts, insurance policies, warranties, performance guarantees for each component, sub-system, and the entire system (as applicable);
- (k) Monitoring of the agreed upon leading performance indicators, and raising timely alerts about the possibility of missing or falling short of the Quality Assurance milestones;
- (l) Independent measurement and certification of the leading performance indicators, including module efficiency in actual operating conditions, inverter weighted efficiency, switchgear and transformer performance, and the actual plane-of-array irradiation;
- (m) Spot checks of the module, inverter, and combiner box performance, including infrared checks of the modules with special attention to whether there are any early signs of Potential Induced Degradation;
- (n) Assisting the Client in analysing the SCADA data outputs thru dedicated monitoring systems;
- (o) Analysing the SCADA information for any faults or quality deficiencies at the system, sub-system, or component level;
- (p) Review of O & M planning and implementation by the Contractor: scheduled and unscheduled tasks;
- (q) Control of the O&M execution and reporting in four quarters;
- (r) Review of the training plan and its implementation provided by the Contractor;
- (s) Verification of the System Performance Ratio at monthly, quarterly and annual intervals;
- (t) Participating in quarterly performance review meetings with Client and the Contractor;
- (u) Arranging emergency meetings with the Contractor and Client in case of any

- substantial system performance warnings and identified risks;
- (v) Assist Client in overseeing troubleshooting by the Contractor in case of any problems in System performance.
 - (w) Verification of calibration of Key Sensors and measuring equipment including the pyranometers. Module temperature sensors and grid connection meters.
 - (x) Determination and suggesting the implementation and supervision of the best practices on dust detection system, optimized cleaning cycle and mechanized cleaning.
 - (y) Supervision of ongoing rectification of Punch List including but not limited to SCADA Monitoring System Extension, Installation of Inverter Shades, Inverter ACs and Gardening.

Appendix B

Reporting Requirements

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

- (a) Review of O&M reports (daily, weekly, monthly & quarterly) by O&M Contractor.
- (b) Review of Reports by Lender's Technical Advisor (LTA) and assisting Client to provide technical reply.
- (c) Issuance of O&M Payment Certificate on Quarterly Basis keeping in view the O&M performance of O&M Contractor.
- (d) Determination of PR on Daily, Monthly and Quarterly basis for O&M.
- (e) Advising Client about imposition of Liquidated Damages or Sharing of Bonus Energy profit as per Contract based on Performance Shortfall in Quarterly Report.
- (f) Determination of Annual PR and advising Client for imposition of Liquidated Damages on PR Shortfall or the Bonus Energy for exceeding of PR as per Contract.
- (g) Verification of Claims of Approved Down Time by O&M Contractor for the purpose of PR verification.
- (h) Agreed upon progress reporting, issues and change management protocols with the Contractor
- (i) Risk management table and mitigation strategy agree with the Contractor (responsibility of the Contractor but the consultant will ensure it is properly delivered)
- (j) Inspection and verification reports of the arrival of equipment new equipment (if any).
- (k) Performance reports on monthly basis.
- (l) Spot check reports for system components on monthly basis.
- (m) Review and verification of reports regarding calibration and certification of measuring equipment.
- (n) Review of implementation of O&M Plan.
- (o) Review of Troubleshooting reports by O&M Contractor.
- (p) Monthly progress reports (including interpretation of the SCADA information, HSE events, Potential Risks, Suggestions for Improvement etc).
- (q) Comprehensive System Performance report at the end of each O&M year and the milestone defined in EPC and O&M Agreement including the identification of any system performance trends and emerging risks.
- (r) All relevant reports defined in Scope of Work.
- (s) Any other report as assigned by Client based on any emergent plant situation.

Appendix C

Key Personnel and Sub consultants

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

Appendix D (Not Used)

Appendix E

Not Used

Appendix F

Services and Facilities to be Provided by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property, at the times and in the manner specified hereunder:

(a) Office Space of Resident Engineer at site and liaison personnel.

(b) _____

Appendix G

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of the Consultants] 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: Name of Seller/Supplier:
Signature: Signature:
[Seal] [Seal]

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 consultancy 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 _____

Name _____

Title _____

(Seal)

Signature _____

Name _____

Title _____

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____
(Seal)

Signature _____
Name _____
Title _____

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____
(Seal)

Signature _____
Name _____
Title _____

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____
(Seal)

Signature _____
Name _____
Title _____
