

STANDARD BIDDING DOCUMENT  
REQUEST FOR PROPOSAL (RFP)

# Procurement of Consulting Firm

For

**“TECHNICAL CONSULTANCY (O&M CONSULTANT) FOR 100MW SOLAR  
POWER PLANT AT BAHAWALPUR”**

**Quaid-e-Azam Solar Power (Pvt) Ltd  
Energy Department,  
Government of the Punjab**

**23<sup>rd</sup> MAY 2024**

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## **Advertisement**

## PART I

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

#### A. General Provisions

<b>1. Definitions</b>	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Rules” means the Punjab Procurement Rules 2014 (amended till date)) governing the selection and Contract award process as set forth in this RFP.</p> <p>(c) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.</p> <p>(d) “Client” means the procuring agency that signs the Contract for the Services with the selected Consultant.</p> <p>(e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g) “Data Sheet” means an integral part of the Instructions to Consultant (ITC) Section 2 that is used to reflect specific conditions to supplement assignment, but not to over-write, the provisions of the ITC.</p> <p>(h) “Day” means a calendar day.</p> <p>(i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(j) “Government” means the Government of the Punjab.</p> <p>(k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the</p>
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	<p>members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultant that provides the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(n) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(q) “RFP” means the Request for Proposals to be prepared by the Client for the selection of consultants.</p> <p>(r) “Services” means the work to be performed by the Firm pursuant to the Contract.</p> <p>(s) “Sub-consultant” means an entity to which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(t) “TORs” (this Section 6 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<b>2. Introduction</b>	<p>2.1 The Client named in the <b>Data Sheet</b> intends to select a consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating and ultimately signing</p>

	<p>the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the <b>Data Sheet</b>. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the <b>Data Sheet</b>.</p>
<b>3. Conflict of Interest</b>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Procuring Agency.</p> <p>3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the <b>Data Sheet</b>, the Consultant shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a Consultant that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<b>b. Conflicting assignments</b>	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>

<b>c. Conflicting relationships</b>	(iii) <u>Relationship with the Client’s staff</u> : a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency the selection process and the execution of the Contract.
<b>4. Unfair Competitive Advantage</b>	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
<b>5. Corrupt and Fraudulent Practices</b>	<p>5.1 (a) For the purpose of this provision, the terms set forth below are defined as follows:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;</li> <li>(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;</li> <li>(iii) “collusive practices” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;</li> <li>(iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;</li> </ul>

	<p>(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.</p> <p>(b) The Client will reject a proposal for award if it determines that the Consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(c) The Client will declare mis procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question;</p> <p>(d) The Client will sanction a consultant at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such Consultant ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a nominated<sup>1</sup> sub-consultant, supplier, or service provider of an otherwise eligible Consultant being awarded a Government-financed contract.</p> <p>5.2 In further pursuance, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Procuring Agency to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Procuring Agency.</p>
<b>6. Eligibility</b>	<p>6.1 The Procuring Agency permits Consultants, including Joint Ventures and their individual members to offer services.</p> <p>6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers</p>

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



	<p>and/or their employees meet the eligibility requirements as established in the Applicable Rules.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
<b>a. Sanctions</b>	<p>6.3.1 A Consultant sanctioned by the Government in accordance with the above Clause 5.1 shall be ineligible to be awarded a contract, or otherwise, during such period of time as the Government shall determine. The list of debarred/blacklisted Consultants is available at the electronic address specified in the <b>Data Sheet</b>.</p>
<b>b. Prohibitions</b>	<p>6.3.2 Consultants and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligibility).</p>
<b>c. Government-owned Enterprises</b>	<p>6.3.3 Government-owned enterprises or institutions shall be eligible if they (i) are legally and financially autonomous, and (ii) operate under commercial law.</p>
<b>d. Restrictions for public employees</b>	<p>6.3.4 Government officials and civil servants of the are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the country, and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p> <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</p> <p>(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and</p> <p>(iii) their hiring would not create a conflict of interest.</p>
<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the</p>

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

	further evaluation and may be subject to sanctions in accordance with Clause 5 of this ITC.
<b>a. Bid Security</b>	<p>12.4 Bid Security is required to protect the Procuring Agency against the risk of the Consultant's conduct which would warrant the Consultant to face the blacklisting or debarment proceedings in accordance with the regulatory framework.</p> <p>12.5 Any Proposal not accompanied by a Bid Security shall be rejected by the Procuring Agency as non-responsive.</p> <p>12.6 The Proposal Securing Declaration/Bid Security [to be decided by the procuring agency] of a Joint Venture/ Consortium must be in the name of the Joint Venture/ Consortium submitting the Proposal.</p>
<b>b. Performance Security</b>	<p>12.7 The successful Consultant's Proposal Securing Declaration /Bid Security [to be decided by the procuring agency] will be discharged upon signing of the Contract with the Successful Consultant, and furnishing the performance security in accordance with Rule-56 of PPR-14 as specified in <b>Data Sheet</b>.</p> <p>12.8 A Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration/Bid Security [to be decided by the procuring agency]:</p> <ul style="list-style-type: none"> <li>(a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or</li> <li>(b). in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) sign the Contract, or</li> <li>(ii) furnish the required performance security</li> </ul> </li> </ul>
<b>c. Extension of Validity Period</b>	<p>12.9 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.10 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.11 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>

<p><b>d. Substitution of Key Experts at Validity Extension</b></p>	<p>12.12 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.13 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
<p><b>e. Sub-Contracting</b></p>	<p>12.14 The Consultant shall not subcontract the whole of the Services.</p>
<p><b>13. Clarification and Amendment of RFP</b></p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. If the Client deems it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p><b>14. Preparation of Proposals – Specific Considerations</b></p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in the form of a Joint Venture or as Sub-</p>

	<p>consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the <b>Data Sheet</b>. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted Consultants in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.</p> <p>14.1.2 The Client may indicate in the <b>Data Sheet</b> the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</p>
<b>15. Technical Proposal Format and Content</b>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.3 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.</p>
<b>16. Financial Proposal</b>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Data Sheet</b>.</p>
<b>a. Price Adjustment</b>	<p>16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b>.</p>
<b>b. Taxes</b>	<p>16.3 The Consultant and its Sub-consultants and Experts are</p>

	responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b> .
<b>c. Currency of Proposal</b>	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
<b>d. Currency of Payment</b>	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
<b>C. Submission, Opening and Evaluation</b>	
<b>17. Submission, Sealing, and Marking of Proposals</b>	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p>

	<p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “<b>FINANCIAL PROPOSAL</b>” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>”</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “<b>DO NOT OPEN BEFORE</b> [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the <b>Data Sheet</b> and received by the Client no later than the deadline indicated in the <b>Data Sheet</b>, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p><b>18. Confidentiality</b></p>	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Government’s sanctions procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p><b>19. Opening of Technical Proposals</b></p>	<p>19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose</p>

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



	<p>as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Data Sheet</b>) is optional and is at the Consultant's choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.</p>
<b>24. Correction of Errors</b>	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
<b>a. Time-Based Contracts</b>	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
<b>b. Lump-Sum Contracts</b>	24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price

	adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
<b>25. Taxes</b>	25.1 The Client's evaluation of the Consultant's Financial Proposal shall include all applicable taxes in accordance with the instructions in the <b>Data Sheet</b> .
<b>26. Conversion to Single Currency</b>	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b> .
<b>27. Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>b. Least-Cost Selection</b>	27.2 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

<b>c. Quality Based Selection</b>	27.3 In the case of Quality Based Selection (QBS), the Client will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract.
<b>D. Negotiations and Award</b>	
<b>28. Negotiations</b>	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>
<b>a. Availability of Key Experts</b>	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<b>b. Technical negotiations</b>	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
<b>c. Financial negotiations</b>	<p>28.6 The negotiations include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.</p> <p>28.7 Unit rates negotiations shall take place when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.</p>

	<p>28.8 The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.7 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
<b>29. Conclusion of Negotiations</b>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<b>30. Award of Contract</b>	<p>30.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the <b>Data Sheet</b>; and promptly notify the other shortlisted Consultants.</p> <p>30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p>
<b>31. Bid Security</b>	<p>31.1 Bid Security shall be provided with the bid in accordance with the <b>data sheet</b> and clause 12.4, 12.5 and 12.6</p>

## Section 2. Instructions to Consultant (ITC)

### Data Sheet

A. General	
ITC Clause Reference	
2.1	<p><b>Name of the Client:</b> <u>Quaid-e-Azam Solar Power (Pvt) Ltd.</u></p> <p><b>Method of Selection:</b> <u>Quality Cost Based Selection (QCBS)</u></p> <p><b>Bid Submission Method:</b> <u>Single Stage two Envelopes</u></p>
2.2	<p><b>The name of the assignment is:</b> “<b>Technical Consultancy (O&amp;M Consultant) for 100MW Solar Power Plant at Bahawalpur</b>”</p> <p><b>Financial Proposal</b> to be submitted together with <b>Technical Proposal</b> in a separate sealed envelope.</p>
2.3	<b>A pre-Proposal conference/meeting will be held:</b> No
2.4	The Client will provide <b>TORs</b> to facilitate the preparation of the <b>Proposals</b> .
6.3.1	A list of debarred/blacklisted Consultants is available at PPRA’s website: <a href="http://www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a>
B. Preparation of Proposals	
9.1	This RFP has been issued in the <u>English</u> language. Proposals shall be submitted in <u>English</u> language. All correspondence exchange shall be in <u>English</u> language.
10.1	<p>The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope.</p> <p><b><u>TECHNICAL PROPOSAL:</u></b></p> <ol style="list-style-type: none"> <li>Form-1: Proposal Submission Form</li> <li>Form-2: Comments and Suggestions</li> <li>Form-3: Organization and Experience</li> <li>Form-4: Approach, Methodology and Work Plan</li> <li>Form-5: Time Schedule</li> <li>Form-6: Proposed Team Composition and CVs</li> <li>Following mandatory documents must be included/attached with Technical Bids (Templates attached at the End of the RFP)</li> </ol>

	<p>Document):</p> <ul style="list-style-type: none"> <li>i. Power of Attorney for signing of Bid</li> <li>ii. Affidavit of Correctness of Information</li> <li>iii. Details of Litigation History</li> <li>iv. Affidavit for non-blacklisting (Rule 21, PPRA Rules 2014)</li> </ul> <p>AND</p> <p><b><u>FINANCIAL PROPOSAL:</u></b></p> <ul style="list-style-type: none"> <li>(1) Form-1: Financial Proposal Submission Form</li> <li>(2) Form-2: Summary of Costs</li> <li>(3) Form-3: Breakdown of Remunerations</li> <li>(4) Form-4: Breakdown of Reimbursable Expenses</li> <li>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</li> </ul>
<b>10.2</b>	<b>Statement of Undertaking</b> is required.
<b>11.1</b>	Participation Sub-consultants is <b>NOT</b> permissible at <b>RFP stage</b> Only Joint Ventures are permissible at RFP stage.
<b>12.1</b>	<b>Proposals</b> must remain valid for <b>90 days</b> from the date of bid submission.
<b>13.1</b>	<b>Clarifications</b> may be requested no later than <b>3 days</b> prior to the submission deadline i.e. <b>14<sup>th</sup> June, 2024</b> . The contact information for requesting clarifications is: <a href="mailto:projectmanagement@qasolar.com">projectmanagement@qasolar.com</a> <a href="mailto:gmpplant@qasolar.com">gmpplant@qasolar.com</a>
<b>14.1.1</b>	Shortlisted Consultant shall <b>NOT</b> associate with other Shortlisted or Non-shortlisted Consultant(s) at <b>RFP stage</b> .
<b>15.2</b>	Submission of the <b>Technical Proposal</b> in a <b>wrong format</b> may lead to the Proposal being deemed <b>non-responsive</b> to the RFP requirements.
<b>16.1</b> Form FIN-3 & FIN-4	<p>In Lump-Sum contract assignment, the following information to be provided shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This information shall not be used as a basis for payments under Lump-Sum contracts:</p> <ul style="list-style-type: none"> <li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> </ul>

	<p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p><b>Note:</b> All boarding Lodging/transportations to and from the site shall be managed by the bidder.</p>
<b>16.2</b>	<b>Price adjustment</b> is <b>NOT</b> applicable in any case.
<b>16.3</b>	Information on the Consultant's <b>tax obligations</b> can be found at: <a href="http://www.fbr.gov.pk">www.fbr.gov.pk</a> and <a href="http://www.pra.punjab.gov.pk/">www.pra.punjab.gov.pk/</a> as and when notified.
<b>16.4</b>	The Consultants will be paid in <b>Pakistani Rupee (PKR)</b> .
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	The Consultants shall <b>NOT</b> have the option of <b>submitting</b> their <b>Proposals electronically</b> .
<b>17.4</b>	<p>The Consultant must submit:</p> <p>(a) <b>Technical Proposal:</b> one (1) original, and four (4) copies</p> <p>(b) <b>Financial Proposal:</b> one (1) original only.</p>
<b>17.7 and 17.9</b>	<p>The Proposals must be submitted no later than:</p> <p>Date: 01-February-2023 Time: 3:00 pm</p> <p>On the outer sealed envelope mark the warning marking (“<b>Do not open before 01-February-2023</b>”)</p> <p>The Proposal <b>submission address</b> is:</p> <p><b>Chief Executive Officer,</b> Quaid-e-Azam Solar Power (Pvt.) Ltd., 83-A, E/I Main Boulevard Gulberg III, Lahore, Pakistan</p>

19.1	<p><b>The opening shall take place at:</b> <b>Date:</b> same as the submission deadline indicated in 17.7. <b>Time:</b> 30 Minutes after the time for the submission deadline stated in 17.7</p> <p><b>No online option</b> of the opening of the <b>Technical Proposals</b> is offered.</p>																		
19.2	<p><b>The following information will be read aloud at the opening of the Technical Proposal:</b> The names of Consultants, duly signed Proposal Submission Form-1, and presence/absence of duly sealed financial envelopes.</p>																		
21.1	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <p style="text-align: center;"><b>Mandatory Evaluation Criteria:</b> <b>(Knock Down Criteria)</b></p> <p>After establishment/confirmation of responsiveness of the applicant/application will be evaluated for following mandatory requirements:</p> <table><tr><td></td><td><b>Lead Firm</b></td><td><b>Associate Firm</b></td></tr><tr><td>Legal Status of Firm (Registered with either of the following)<ul style="list-style-type: none"><li>• SECP</li><li>• Registrar of Firms</li><li>• Recognized by Govt. of Pakistan</li><li>• Relevant registration forum (In case of international firms)</li></ul></td><td>Must Meet</td><td>Must Meet</td></tr><tr><td><b>Eligible Countries:</b> Consulting firms from all the countries of the world are eligible to apply <b>except</b> those from <b>India and Israel</b></td><td>Must Meet</td><td>Must Meet</td></tr><tr><td>Valid Certificate of Registration with Pakistan Engineering Council (PEC) with at least following Project Profile code: <b>1210 Renewable Energy Sources and Systems</b></td><td>Must Meet</td><td>May Meet</td></tr><tr><td>NTN/ FTN (In case of International Firm local Partner should be registered with Federal Tax Authority in Pakistan)</td><td>Must Meet</td><td>Must Meet</td></tr><tr><td>Registration certificate from Punjab Revenue Authority (if not already registered with PRA then, if awarded the work, the Firm will have</td><td>Must Meet</td><td>Must Meet</td></tr></table>		<b>Lead Firm</b>	<b>Associate Firm</b>	Legal Status of Firm (Registered with either of the following) <ul style="list-style-type: none"><li>• SECP</li><li>• Registrar of Firms</li><li>• Recognized by Govt. of Pakistan</li><li>• Relevant registration forum (In case of international firms)</li></ul>	Must Meet	Must Meet	<b>Eligible Countries:</b> Consulting firms from all the countries of the world are eligible to apply <b>except</b> those from <b>India and Israel</b>	Must Meet	Must Meet	Valid Certificate of Registration with Pakistan Engineering Council (PEC) with at least following Project Profile code: <b>1210 Renewable Energy Sources and Systems</b>	Must Meet	May Meet	NTN/ FTN (In case of International Firm local Partner should be registered with Federal Tax Authority in Pakistan)	Must Meet	Must Meet	Registration certificate from Punjab Revenue Authority (if not already registered with PRA then, if awarded the work, the Firm will have	Must Meet	Must Meet
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	to get registered with PRA before signing of contract)		
	Audited Financial Statements of the firm duly audited by the Chartered Accountant Firm for the last 3 years.	Must Meet	Must Meet
	Minimum years in Business	05 years	03years
	Minimum 02 Projects of O&M in renewable energy sector	Must Meet	May Meet
	Power of Attorney for Representative	Must Meet	Must Meet
	<b>Affidavit</b> The Applicant/Partner of the JV shall attach original affidavit on non-judicial stamp paper (with a value of Rs. 100) and declaring on oath that the Applicant (see the affidavits attached with document): <ul style="list-style-type: none"> <li>• is not in <u>bankruptcy</u> or liquidation proceedings;</li> <li>• has <i>never</i> been declared <u>ineligible/blacklisted</u> by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons</li> <li>• is not making any <u>misrepresentations</u> or concealing any material fact and detail;</li> <li>• has not been convicted of, fraud, <u>corruption</u>, collusion or money laundering;</li> <li>• is not aware of any conflict of interest or potential <u>conflict of interest</u> arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and</li> <li>• does not fall within any of the circumstances for <u>ineligibility</u> or disqualifications</li> </ul>	Must Meet	Must Meet
<b>Note:</b> All companies/JV will sign & stamp all the pages of RFP document issued by QASPL and submit this document along with			

the RFP application.

**Additional Requirements for Joint Venture/Consortium:**

- 1) Any Joint Venture must comply with the following minimum qualification requirements: -
  - JV in combine shall meet 100% of the qualifying financial and technical criteria given above.
  - A duly executed signed copy Contract of JV or consortium with the Lead Company shall be provided.
- 2) Provided that in the case of a joint venture/consortium in compliance with PEC bylaws, an authorized lead party can submit one affidavit on behalf of each of the members of a joint venture/consortium as the case may be.
- 3) Sub-consultant's experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria.

**Technical Bid Evaluation Criteria**

Criteria for	<b><u>Component of Evaluation Criteria</u></b>	Max Marks
I  (Lead Partner)	<b><u>Past Experience Evaluation</u></b>  Solar PV Projects with minimum capacity of 5MW in which the consulting firm has provided the consultancy services related to Quality Assurance and Supervision of O&M. <ul style="list-style-type: none"> <li>• Four projects with Duration at least 06 months = 2.5 Marks for each assignment</li> <li>• Four Projects with a Consultancy amount/Value of PKR 3.5 million or more = 2.5 marks for each assignment.</li> </ul> <b>Note:</b> <ol style="list-style-type: none"> <li>a) The claimed installed capacity of the Project should be at a single site and not distributed.</li> <li>b) Max four assignments / projects shall be considered for points for each category of duration and Consultancy amount.</li> <li>c) Completion certificates must be provided for each Project</li> </ol>	20
ii  (JV)	<b><u>Financial capability Evaluation:</u></b>	10

<b>Partner)</b>	<p><b>Average Quick Ratio (Last 3 Years i.e. 2020-21, 2021-22, 2022-23)</b>  <b>((Current Assets- Inventory)/ Current Liabilities)</b></p> <p>Quick Ratio less than 0.5 = zero marks</p> <p>Quick Ratio Greater than 0.5 but less than and equal to 01 = 5 Marks</p> <p>Quick Ratio Greater than 01 but less than 02 = 08 marks</p> <p>Quick Ratio More than 02 = 10 Marks</p>																	
<p><b>(iii) Project Proposed Team:</b> (To be evaluated as per Details Qualifications and Experience given below:  <b>(Criteria for Lead &amp; JV Partners)</b></p>																		
<table border="1"> <thead> <tr> <th>Designation</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Senior Solar Resource Specialist/Analyst (team lead)</td> <td>10</td> </tr> <tr> <td>Electrical Engineer</td> <td>10</td> </tr> <tr> <td>Civil / structural Engineer</td> <td>10</td> </tr> <tr> <td>Resident Engineer</td> <td>10</td> </tr> <tr> <td>Total</td> <td><b>40</b></td> </tr> </tbody> </table>			Designation	Marks	Senior Solar Resource Specialist/Analyst (team lead)	10	Electrical Engineer	10	Civil / structural Engineer	10	Resident Engineer	10	Total	<b>40</b>				
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(02 marks for each similar completed assignment with maximum of 03 assignments)	
<b>International Certification</b>	<b>01 Marks</b>
<b>Total Marks</b>	<b>10 Marks</b>
<b>Electrical Engineer</b>	
<b>Mandatory Criteria</b>	
<ul style="list-style-type: none"> <li>• B.Sc. Engineering Degree (16 Years) in Electrical, Electronics, Engineering.</li> <li>• 08 Years of Overall Experience</li> </ul>	
<b>Education and Qualification</b>	<b>03 Marks</b>
B.Sc. Engineering Degree (16 Years) in Electrical, Electronics, Engineering	02 Marks
M.Sc. / PhD (18+ Years Education) in relevant Field	01 Marks
<b>Experience</b>	<b>06 Marks</b>
05 years of relevant experience in 132kV Grid Station Design Operation and maintenance of protection & control systems and power transformers.  Assignments similar to relevant experience (02 marks for each similar completed assignment with maximum of 03 assignments)	
<b>International Certification</b>	<b>01 Marks</b>
<b>Total Marks</b>	<b>10 Marks</b>
<b>Civil/Structural Engineer</b>	
<b>Mandatory Criteria</b>	
<ul style="list-style-type: none"> <li>• B.Sc. Engineering Degree (16 Years) in Civil/Structural Engineering.</li> <li>• 08 Years of Overall Experience</li> </ul>	
<b>Education and Qualification</b>	<b>03 Marks</b>
B.Sc. Engineering Degree (16 Years) in Electrical, Electronics, Engineering	02 Marks
M.Sc. / PhD (18+ Years Education) in relevant Field or Above	01 Marks
<b>Experience</b>	<b>06 Marks</b>
05 years of relevant experience in design and construction supervision of Power Plant Projects and industrial installations  Assignments similar to relevant experience (02 marks for each similar completed assignment with	

maximum of 03 assignments)	
<b>International Certification</b>	<b>01 Marks</b>
<b>Total Marks</b>	<b>10 Marks</b>
<b>Resident Engineer</b>	
<b>Mandatory Criteria</b>	
<ul style="list-style-type: none"> <li>• B.Sc. Engineering Degree (16 Years) in Electrical, Electronic or Mechanical Engineering.</li> <li>• 02 Years of Overall Experience</li> </ul>	
<b>Education and Qualification</b>	<b>04 Marks</b>
B.Sc. Engineering Degree (16 Years) in Electrical, Electronics, Engineering	03 Marks
M.Sc. /PhD (18+ Years Education) in relevant Field or Above	01 Marks
<b>Experience</b>	<b>06 Marks</b>
02 marks for each year of post qualification relevant experience: Maximum 06 marks.	
<b>Total Marks</b>	<b>10 Marks</b>
<b>Note:</b> <ol style="list-style-type: none"> <li>In Case of Joint Venture, At least one of the Key personnel shall be on payroll of Associate Firm.</li> <li>CVs should be duly signed by respective person and should contain details on relevant assignments done by the individual in the past. Unsigned CVs will be rejects. Name of Project should be mentioned on top of CVs along with NIC/Passport number and nationality, indicating that the CV has been submitted by the person for this project and he will be available, if the project is awarded to the firm. Contact number of person should be mentioned in CV. Client reserve the right to interview key persons during or after evaluation process.</li> </ol>	

The proposed team members must be as per TORs, failing to comply with this condition, proposal may be rejected.

**(iv)Approach & Methodology: (20 marks maximum) -(Criteria for Lead & JV Partners)**

	<p>a) Understanding &amp; Innovativeness [10] b) Methodology &amp; Work plan [10]</p> <p><b>Note:</b> Marks for Approach and Methodology shall be awarded after taking presentation from authorized representative of the bidder. The date and time of presentation shall be notified later after technical opening of Bids.</p> <p><b>Evaluation Criteria:</b> JV bids shall be evaluated on the basis combined Approach &amp; Methodology of Lead and JV associate partners</p> <p><b>(V) – Quality Management System 10 Marks</b></p> <table border="1"> <tr> <th>Sr.</th><th>Description</th><th>Maximum marks</th></tr> <tr> <td>(Lead Partner)</td><td>Proof of well-established Quality Management System</td><td></td></tr> <tr> <td></td><td>Lead Partner having up to date ISO 9001 Certification</td><td>10</td></tr> </table> <p>The overall minimum technical score St required to pass is: <b>65</b> Points</p>	Sr.	Description	Maximum marks	(Lead Partner)	Proof of well-established Quality Management System			Lead Partner having up to date ISO 9001 Certification	10
Sr.	Description	Maximum marks								
(Lead Partner)	Proof of well-established Quality Management System									
	Lead Partner having up to date ISO 9001 Certification	10								
<b>23.1</b>	<b>No online option</b> of the opening of the <b>Financial Proposals</b> is offered									
<b>25.1</b>	Financial Proposal shall include all applicable taxes, which includes Income Tax and Sales Tax. The Client shall act as a withholding agent as required by Income Tax Ordinance, as enforced.									
<b>27.1 (QCBS only)</b>	<p>The <b>lowest evaluated Financial Proposal (Fm)</b> is given the <b>maximum financial score (Sf)</b> of <b>100</b>.</p> <p>The <b>formula</b> for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The <b>weights</b> given to the <b>Technical (T)</b> and <b>Financial (P)</b> Proposals are:  <b>T = 80% /weight</b>, and  <b>P = 20% / weight</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>									
<b>D. Negotiations and Award</b>										

<b>28.1</b>	Expected date and address for <b>Contract Negotiations</b> : Date: 16-February-2023 Address: Quaid-e-Azam Solar Power (Pvt.) Ltd., 83-A, E/I Main Boulevard Gulberg III, Lahore, Pakistan
<b>30.1</b>	The publication of the contract award information will be published online: <a href="http://www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a>
<b>30.2</b>	<b>Expected date for the commencement of the Services:</b> <b>Seven (07) days</b> after contract signing, following confirmation of Key Experts' availability to start the Assignment, which shall be submitted to the Client in writing as a written statement signed by each Key Expert.
<b>E. Bid Security &amp; Performance Security</b>	
<b>31.1, 12.4, 12.5 &amp; 12.6</b>	<b>Bid Security: 5 % of Estimated Cost i.e. 4.9 Million PKR</b> (to be submitted with Technical Bid in the form of Pay order, CDR and Bank Guarantee in the name of Quaid-e-Azam Solar Power (Pvt) Ltd. Bid Security should be valid for at least 03 months from the deadline for the submission. Without Bid Security in the technical, the Bid shall be rejected being non-responsive.

## Section 3. Technical Proposal – Standard Forms

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

### Checklist of Required Forms

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

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



## TECHNICAL PROPOSAL (FORM -1)

### PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

Sr. No.	Name of Member / Partner	Lead Member / Associate Member	Short description of Role of Member
1			
N			

{OR}

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery.]*
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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

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

**TECHNICAL PROPOSAL  
(FORM -2)**

**COMMENTS AND SUGGESTIONS**

---

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

**On the Terms of Reference**

{improvements to the Terms of Reference}

## TECHNICAL PROPOSAL (FORM -3)

### ORGANIZATION AND EXPERIENCE

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

#### A – Consultant's Organization

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

#### B – Consultant's Experience

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

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

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## TECHNICAL PROPOSAL (FORM -4)

### APPROACH, METHODOLOGY, AND WORK PLAN

---

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

{Suggested structure of your Technical Proposal:

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

## TECHNICAL PROPOSAL (FORM -5)

### TIME SCHEDULE

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



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

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

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

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work within the Client’s city. “Field” work means work carried out outside the Client’s city of residence.

 Full time input  
 Part time input





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

**CURRICULUM VITAE (CV)  
(MAXIMUM 6 PAGES)**

1	Name of Expert <i>[Insert full name]:</i>	
2	<b>Position in firm/company</b> <i>[insert Designation]</i>	
3	<b>Total Experience of the Expert</b>	
4	<b>Nationality:</b>	
5	<b>CNIC/Passport No:</b>	
6	<b>Education:</b>	

DEGREE	MAJOR/MINOR	INSTITUTION	COUNTRY	DATES (from - to MM/YYYY)

**8. Experience of similar assignments:**

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

(Attach certificates of proof) (Please Indicate most relevant projects)

**9. Other Trainings/Certifications**

DESCRIPTION*	TITLE	INSTITUTE	DURATION	COUNTRY

\*Training, Certification, short course, etc.

## 11. Employment Record

*[Starting with present position]*

<i>EMPLOYER</i>	<i>COUNTRY &amp; PROVINCE</i>	<i>POSITION</i>	<i>FROM (DD/MM/YYYY)</i>	<i>TO (DD/MM/YYYY)</i>	<i>BRIEF JOB DESCRIPTION</i>

### Note:

CVs should be duly signed by respective person and should contain details on relevant assignments done by the individual in the past. Unsigned CVs will be rejects. Name of Project should be mentioned on top of CVs along with NIC/Passport number and nationality, indicating that the CV has been submitted by the person for this project and he will be available, if the project is awarded to the firm. Contact number of person should be mentioned in CV. Client reserve the right to interview key persons during or after evaluation process.

### Certificate & Commitment:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and my experience;
- (ii) I am not employed by the Client or Executing Agency and I am not a close relative of any employee of the Client or Executing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule, provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (iv) I am committed to undertake the assignment within the validity of Proposal;
- (v) I am not part of the team who wrote the terms of reference for this consulting services assignment;
- (vi) I am not blacklisted or sanctioned ineligible for engagement by P&D department, PPRA or any Government or International Donor Agency.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of expert]* Date: \_\_\_\_\_  
 \_\_\_\_\_  
*Day/Month/Yea*

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

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

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

Form-1 Financial Proposal Submission Form

Form-2 Summary of Costs

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

Form-4 Remboursable expanses

## FORM F-1

### FINANCIAL PROPOSAL SUBMISSION FORM

{ Location, Date }

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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

## FORM F-2 SUMMARY OF COSTS

	<b>Cost</b>	
<b>Item</b>	{Consultant must state the proposed Costs in accordance with Clause <b>16.4 of the Data Sheet</b> }	
	<i>{Insert Currency}</i>	
<b>Cost of the Financial Proposal</b>		
Including:		
(1) <b>Remuneration</b>		
(2) <b>Reimbursable</b>		
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form F-1}		
(i)     {Income Tax}		
(ii)    {Sales Tax}		

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).**

## FORM F-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration _____					
No.	Name	Position (as in T-6)	Person-month Remuneration Rate	Time Input in Person/Month (from T-6)	{Currency as in F-2}
_____	<b>Key Experts</b> _____				
K-1	_____	_____	[Home]	_____	_____
	_____	_____	[Field]	_____	_____
K-2	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
_____	<b>Non-Key Experts</b> _____				
N-1	_____	_____	[Home]	_____	_____
N-2	_____	_____	[Field]	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	Total Costs				_____

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

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

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



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

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

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

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

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

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

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

\_\_\_\_\_  
Date

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

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

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

(Expressed in **PKR**)

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

Legend:

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

## **Section 5. Eligible Countries**

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

Under the ITC 6.3.2: India and Israel.

## Section 6: Terms of Reference (TOR)

### Terms of Reference for QUALITY ASSURANCE AND SUPERVISION OF O&M CONTRACTOR

#### 6.1. Background

Quaid-e-Azam Solar Power (Pvt.) Ltd. (hereinafter referred to as the “Client”) is a company owned by Government of Punjab. The Client has established a 100MW Solar PV power plant at Bahawalpur Punjab. The power plant achieved its Commercial Operations Date (COD) on 15-July-2015. The Operations and Maintenance of power plant is being carried out by TBEA Xinjiang SUNOASIS Co. (hereinafter referred to as the “Contractor”) which is the EPC and O&M Contractor for this project.

Client desires to hire the services of a Consulting Firm to provide O&M Supervision Services to supervise O&M Contractor as per the provisions of Agreement of Engineering Procurement Construction and Operation & Maintenance “Agreement” between Client and Contractor.

#### 6.2. Objectives:

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

- Performing end-to-end “Employer’s Engineer” role in the Operation & Maintenance of the 100 MWp, DC ground-mounted, grid-connected, Solar PV Project at Lal Sohanra Bahawalpur, Punjab, Pakistan;
- Supervision of the O&M services provided by O&M Contractor in line with EPC and O&M Agreement.
- Assisting the Client in supervising the Project’s O&M Phase as the Employer’s Engineer;
- Ensuring achievement of Quality Benchmarks during O&M of the Project by the O&M Contractor;
- Data collection/analysis and reporting for Operations management.

The Consulting Firm must be prepared to commence provision of the services immediately from the signing of Contract (hereinafter referred to as the “Commencement of Services Date”)

#### 6.3. Scope of Services:

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

1. Assist in O&M of the Project consisting the Project’s lifetime.
2. Assessing the warranty and guarantee requirements within the contract.

3. Establishment of progress reporting, issues and change management protocols with the Contractor.
4. Looking for interface points and areas where there could be technical and commercial risks with mitigation strategy.
5. Reviewing O&M work plan for corrective and preventive maintenance and Plant operation plan of the Contractor on daily, monthly, biannual, and annual basis.
6. Verification of quantities, quality, documentation etc., as per the provisions of the O&M Contract.
7. Check the implementation of the agreed upon Quality, Health, Safety and Environment (QHSE) plan.
8. Verification that the correct data sheets, training and installation manuals of each system component have been made available.
9. Verification of replacement components, warranty reserves etc. as would be provisioned in the O&M contract.
10. Verification of the service contracts, insurance policies, warranties, performance guarantees for each component, sub-system, and the entire system (as applicable).
11. 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.
12. 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.
13. 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 Degradation.
14. Assisting the Client in analyzing the SCADA data outputs through dedicated monitoring systems.
15. Analyzing the SCADA information for any faults or quality deficiencies at the system, sub-system, or component level.
16. Review of O & M planning and implementation by the Contractor: scheduled and unscheduled tasks.
17. Control of the O&M execution and reporting in four quarters.
18. Review of the training plan and its implementation provided by the Contractor.
19. Verification of the System Performance Ratio at monthly, quarterly and annual intervals.
20. Participating in weekly, monthly & quarterly performance review meetings with Client and the Contractor.
21. Arranging emergency meetings with the Contractor and Client in case of any substantial system performance warnings and identified risks.
22. Assist Client in overseeing troubleshooting by the Contractor in case of any problems in System performance.
23. Verification of calibration of Key Sensors and measuring equipment including the pyranometers. Module temperature sensors and grid connection meters.

24. Determination and suggesting the implementation and supervision of the best practices on dust detection system optimized cleaning cycle and mechanized cleaning.
25. Supervision of ongoing rectification of Punch List items including but not limited to SCADA Monitoring System Extension, Installation of Inverter Shades and Gardening etc.
26. Supervision of Annual and Bi-Annual Maintenance of Power Plant.
27. Continuous updating of Operation & Maintenance Manual.
28. Verification of any type of claims including the replacement of spares as raised by O&M contractor
29. Verification of NPMV details /Outages
30. Preparation of drawings, and verification of the any, electrical/mechanical/civil work being carried out at the site regarding improvement of infrastructure of the plant.
31. Preparation of incident reports and also reviewing the same if submitted by O&M contractor
32. Reviewing and Approval of subcontractor's documents nominated by main O&M contractor (TBEA) for prequalification
33. Providing contractual input, and cost evaluation of the claims as submitted by QASP against O&M contractor
34. The Consultant shall provide monthly Report on plant performance and O&M check directly to the Lender (Bank of Punjab) and shall answer and technical queries, plant performance queries, plant operational and technical status which the Lender (BOP) may request from the Consultant.”
35. On demand of O&M supervision and Consultancy, the dedicated engineer of the Consultant shall act as a focal Point and senior advisor for all operational issues”
36. On demand of O&M supervision and Consultancy, the Consultant shall offer advice and guidance to the Lender (Bank of Punjab) as well as to the O & M Services including operating data analysis, preventive and corrective maintenance, module cleaning, grounds maintenance and others”
37. Review and monitor annual, bi-annual and Special inspections as per EPC and O&M Agreement.
38. Review & monitor the “**Special Inspection**” to be carried out by O&M Contractor in terms of Clause 11.9 of EPC and O&M Agreement and “**Main Annual Inspection**”. The relevant clauses of EPC and O&M Agreement are mentioned below:

#### **2.4 Main Annual Inspection**

*The Bidder shall perform, in addition to the bi-annual inspections, one Main Annual Inspection of the Power Plant. The initial Main Annual Inspection shall take place prior to the annual event of the start date of O&M Part of the Contract (Part-b). The subsequent Main Annual Inspection shall take place within a period of 10 (min.) to 14 (max.) months from the date of last Main Annual Inspection date. The*



*inspection shall follow the detailed inspection procedure and shall be documented accordingly. The scope shall, at least, include the following:*

**2.4.1 PV Generator**

- *Visual inspection of all accessible cable trenches and cable trays regarding damage*
- *Visual inspection and random testing of string connector (min. 10%, documentation of location, during 10 years testing of whole PV plant)*
- *Inspection of DC distribution box: Visual inspection of all clamps and degree of pollution. Testing of over-voltage protection*
- *Maintenance of sensors based on manufacturer's instructions.*

**2.4.2 Inverter (100%)**

- *Test of the internal miniature circuit breakers and power switch, test of emergency shut-off*
- *Visual inspection of all fuses*
- *Inspection of over-voltage protection and upstream fuses regarding external damage*
- *Functional check of internal and external over- and under-voltage monitoring through operation of test terminal*
- *Functional check of insulation monitoring*
- *Check of control and auxiliary voltages*
- *Check of the safety circuit for the interruption of the AC-grid protection in the case of failure (emergency shut-off, over-/ under-voltage, over temperature, etc.) based on the local conditions*
- *Visual inspection of AC and DC clamps regarding tightness and coloring, tightening of clamps*
- *Maintenance of inverters according to manufacturer instruction*

**2.4.3 Roads**

- *Visual inspection of roads within the PV plant shall be carried out to ascertain that these are maintained in good condition for the intended purpose.*

**2.4.4 Substation and Transmission Line**

- *Visual inspection of transformer and switchboard rooms and cleaning if necessary*
- *Visual inspection of Transmission Line and report of damage to the grid operator*
- *Maintenance of substation and transmission line according to manufacturer instruction*

**2.4.5 Additional**

- *Inspection of security system inclusive fence, all gates, all cameras etc. Random test of the fence fastening, if necessary, retightening of the screws.*
- *If existing: inspection of requirements out of the building permit*
- *Maintenance of all components according to manufacturer instruction*

**2.5 Special inspection (every 4 years)**

*The Bidder shall perform, in addition to the annual and bi-annual inspections, one Special Inspection of the Power Plant every 4 years. The first Special Inspection shall take place 4 years after the start date of O&M Contract, with a sequence of every 4 years thereafter. The Special inspection shall follow the detailed inspection procedure and shall be documented accordingly.*

**2.5.6 The scope shall, at least, include the following:**

- *Measurement of inverters and generators according to recognized international standards and according to results from commissioning certificates (insulation, loop resistance, earthing, DC-open circuit voltage)*
- *Protection of protection systems of medium voltage switching panels of the stations*
- *Oil check of transformers*
- *Control of station equipment*

**6.4. Deliverables:**

1. Review of O&M reports (daily, weekly, monthly & quarterly) by O&M Contractor.
2. Review and reply to the technical comments/queries of Lender's Technical Advisor (LTA).
3. Issuance of **"O&M Payment Certificate"** on Quarterly Basis keeping in view the O&M performance of O&M Contractor.
4. Determination of PR on Daily, Monthly and Quarterly basis for O&M.
5. Quarterly O&M Review reports with determination of Quarterly PR.
6. Determination of Annual Performance Ratio and advising Client for imposition of Liquidated Damages on PR Shortfall or the Bonus Energy for exceeding of PR as per Contract.
7. Verification of Claims of Approved Down Time by O&M Contractor for the purpose of PR verification.
8. Agreed upon progress reporting, issues and change management protocols with the Contractor.
9. Risk management table and mitigation strategy agree with the Contractor (responsibility of the Contractor but the consultant will ensure it is properly delivered).
10. Inspection and verification reports of the arrival of equipment new equipment (if any).
11. Thermal Images of PV module Hot-Spots, String Combiner Boxes and Inverter DC & AC connections to be taken and included in Monthly reports.
12. Spot check reports for system components on monthly basis.
13. Review and verification of reports regarding calibration and certification of measuring equipment.
14. Certificates of completion of O&M works as per requirement.
15. Direct & independent reporting to Lender (Bank of Punjab) regarding technical status and queries and plant performance.

16. Provide Monthly Report on Plant Performance and O&M shall include the minimum requirements here as under:-

- a. Comparison of actual PR and availability data with yield report and EPC/O&M warranty levels.
- b. Comparison of actual service of O&M contractor with contractually defined service level (fault response times, scheduled maintenance activities).
- c. Un-biased view on plant performance matrices and basis for liquidated damages in case of sub-standard performance ratio and/or O&M service Provision”

**6.5. Qualification of Key-Staff:**

**(a) Solar PV Specialist (Team Leader):**

- a. At least B.Sc. Engineering Degree in Electrical, Electronics, Mechanical Engineering. Preferably having M.Sc. or PhD Engineering Degree.
- b. Preferably having an International certification in the field of Renewable Energy.
- c. Conversant with latest PV technologies and trends of Operations and maintenance of utility scale solar power plants.
- d. Capable to provide technical opinion in line with international engineering standards and best engineering practices.
- e. At least 08 years of overall experience with at least 05 years of relevant local/international experience in photovoltaic system technology and power systems.
- f. Have expertise in developing and implementing Monitoring & Evaluation templates and protocols for Operation and maintenance of renewable power projects.
- g. PV Specialist shall be required to provide back-office support to technical queries and make quarterly visits to site for inspections of O&M Works.

*Staff Input: One (1)*

**(b) Electrical Engineer:**

- a. At least B.Sc. Engineering Degree in Electrical, Electronics Engineering. Preferably having M.Sc. Engineering Degree.
- b. Experience in parameters of photovoltaic systems and components and their grid integration.
- c. Capable to review the event and fault records of 132kV Substation.
- d. Well versed with the HSE standards for High Voltage Substations.
- e. At least overall 08 Years of experience with 05 years of relevant experience in 132kV Grid Station Design Operation and maintenance of protection & control systems and power transformers.

- f. Electrical Engineer shall be required to provide back-office support to technical queries and make quarterly visits to site for inspections of O&M Works.

*Staff Input: One (1)*

**(c) Civil/Structural Engineer:**

- a. At least a Bachelor degree in Civil Engineering. Preferably having M.Sc. Engineering Degree.
- b. Capable to perform structural design calculations and Construction supervision of Power plant and industrial projects.
- c. Having thorough knowledge of industry standard Codes for civil design and construction.
- d. At least 08 Years of General experience with at least 05 years of relevant experience in design and construction supervision of Power plant projects and industrial installations.
- e. Civil Engineer shall be required to provide back-office support to technical queries and make quarterly visits to site for inspections of O&M Works.

*Staff Input: One (1)*

**(d) Resident Engineer:**

- a. B.Sc. Engineering Degree in the field of Electrical, Electronics, Mechanical Engineering.
- b. Having good communication skills for reporting and proper coordination with Back-office technical experts.
- c. Capable to properly interpret SCADA system in Control room and review the hourly/daily reports to analyze the system health.
- d. Capable to manage and coordinate the site meetings for operational issues.
- e. Overall, 02 years of General engineering experience with at least 01 years of relevant experience solar energy or power plant projects.
- f. The Resident Engineer shall be available permanently at site during General Shift for 06 days a week and proper replacement to be provided in case of leave or unavailability.

*Staff Input: One (1)*

**6.6. Tools & Equipment:**

- a. The Consultant should have relevant equipment i.e. Multimeter, Thermal Camera, etc. & other necessary tools for general inspection & testing purposes.

- b. The Consultant should be in possession of latest PVsyst software for analysis of PR or should be able to perform & provide PVsyst simulation for PR verification purposes as required by the Client

**6.7. Estimated Cost:**

*Rs.7 million per annum*

**6.8. Duration of Consultancy Services:**

Twenty-Four (24) Months (extended with mutual consent of both parties)



Muhammad Hassan Askari  
Manager Operations  
100MWp Quaid-e-Azam Solar Power (PVT.) LTD.

## **PART II – DRAFT CONTRACT**

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

- i. Contract conditions will be finalized at the time of Contract award in light of PPRA Rules 2014 and Contract Act 1872.
- ii. Payments shall be made on approval of deliverables by Client.

## **DRAFT CONTRACT**

# **Consulting Services**

## **Lump-Sum**

This is draft contract.

Contract will be finalized at the time of award of contract in light of PPRA Rules 2014 and Contract Act 1872.

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## **Preface**

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

**Project Name** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
*[Name of the Client]*

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

## I. Form of Contract

### LUMP-SUM

This CONTRACT (hereinafter referred to as the “Contract”) is made on the \_\_\_\_ day of the month of \_\_\_\_\_, 2022.

#### BETWEEN

Governor of the Punjab acting through the Director (A&F), Punjab Procurement Regulatory Authority (PPRA). Government of the Punjab (hereinafter referred to as the “**Client**” which expression shall include the successors, legal representatives and permitted assigns) of the First Part.

#### AND

The Consultant (name) acting through (*name/designation - having the power of attorney to sign on behalf of the Consultant*) liable to the Client for all the Consultant’s obligations under this Contract, (hereinafter referred to as the “**Consultant**” which expression shall include the successors, legal representatives and permitted assigns) of the Second Part.

“Client” and “Consultant” shall hereinafter collectively be referred to as the “Parties” and individually as the “Party”.

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto 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 (including Attachment 1 “Corrupt and Fraudulent Practices);
  - (b) The Special Conditions of Contract;
  - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions

of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

\_\_\_\_\_  
Authorized Representative of the Client – (name/designation)  
**for and on behalf of** the Consultant (name)

\_\_\_\_\_  
Authorized Representative of the Consultant – (name/designation)  
**for and on behalf of** the Consultant (name)

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

## II. General Conditions of Contract

### A. General Provisions

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Rules” means Punjab Procurement Rules 2014 (amended upto date).
  - (b) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
  - (c) “Client” means the Procuring Agency that signs the Contract for the Services with the Selected Consultant.
  - (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (f) “Day” means a working day unless indicated otherwise.
  - (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - (i) “Foreign Currency” means any currency other than the currency of the Client’s country.
  - (j) “GCC” means these General Conditions of Contract.
  - (k) “Government” means the government of the Punjab.
  - (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
  - (m) “Key Expert(s)” means an individual professional whose skills,

qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

- (n) "Local Currency" means Pak rupee (PKR).
- (o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

## **2. Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **3. Law Governing Contract**

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

## **4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

## **6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is

addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

**7. Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**8. Authority of  
Member in  
Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized  
Representatives**

9.1. 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 Consultant may be taken or executed by the officials specified in the **SCC**.

**10. Corrupt and  
Fraudulent  
Practices**

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

**a. Fraud and  
Corruption**

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) "collusive practices" is an arrangement between two or more parties (*Consultant and Supervisory Consultant; also including Public Officials*) designed to achieve an improper purpose, including to influence improperly the actions of another party; and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
- (iv) "coercive practices" is impairing or harming, or threatening



to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;

- (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.
- (b) The Client will reject a proposal for award if it determines that the Consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) The Client will declare mis procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question;
- (d) The Client will sanction a Consultant at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such Consultant ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a **nominated<sup>2</sup> sub-consultant**, supplier, or service provider of an otherwise eligible Consultant being awarded a Government-financed contract.
- (e) In further pursuance, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Procuring Agency to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Procuring Agency.

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<sup>2</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the firm in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the firm’s proposal for the particular services.

- b. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

## **B. Commencement, Completion, Modification and Termination of Contract**

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure**
- a. Définition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 action

confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably

possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

## **18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

### **a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least fifteen (15) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least thirty (30) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clause GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, 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 Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment  
upon  
Termination**

19.1.6. Upon termination of this Contract, the Client shall make the payment to the Consultant for Services satisfactorily performed prior to the effective date of termination.

## **C. Obligations of the Consultant**

### **20. General**

**a. Standard of  
Performance**

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

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Client's country prohibits commercial relations with that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

### **21. Conflict of Interests**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict

with other assignments or their own corporate interests.

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| <p><b>a. Consultant Not to Benefit from Commissions, Discounts, etc.</b></p>   | <p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Rules, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> |
| <p><b>b. Consultant and Affiliates Not to Engage in Certain Activities</b></p> | <p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>   |
| <p><b>c. Prohibition of Conflicting Activities</b></p>                         | <p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>  |
| <p><b>d. Strict Duty to Disclose Conflicting Activities</b></p>                | <p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall 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 Consultant or the termination of its Contract.</p>   |
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| <p><b>22. Confidentiality</b></p> | <p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course</p> |
|-----------------------------------|---|

of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

**24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (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 specified in the **SCC**, and (ii) 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 therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under prevailing debarment / blacklisting procedures of Punjab Procurement Rules 2014 (amended Jan, 2016).

**26. Reporting Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights of the Client in Reports and Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later



than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

## **28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, 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.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

## **D. Consultant's Experts and Sub-Consultants**

### **29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

### **30. Replacement of Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better

qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts or Sub-consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert and Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

**E. Obligations of the Client**

**32. Assistance and Exemptions**

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any

permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

**33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**34. Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

**35. Services, Facilities and Property of the Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails

to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment  
Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. Payments to the Consultant**

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**39. Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**40. Currency of  
Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

**41. Mode of Billing and  
Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60)

days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.2 *The Final Payment* .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.3 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

**G. Fairness and Good Faith**

**43. Good Faith**

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

**H. Settlement of Disputes**

**44. Amicable Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party,

Clause GCC 45.1 shall apply.

**45. Dispute Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

## I. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the <b>laws of Islamic Republic of Pakistan.</b>
4.1	The <b>language</b> is: <b>English</b>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p><b>Client:</b> _____</p> <p><b>Attention:</b> _____</p> <p><b>E-mail:</b> _____</p> <p><b>Consultant:</b> _____</p> <p><b>Attention:</b> _____</p> <p><b>E-mail:</b> _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p> <p>Email: _____</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p> <p>Email: _____</p>
11.1	<b>Effective date:</b> Date of signing of the Agreement
13.1	<p><b>Commencement of Services:</b> <u><b>The number of days shall be seven (07) days.</b></u>  Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<b>Expiration of Contract:</b> The time period shall be 12 months after signing of

	the Contract Agreement.
<b>21 b.</b>	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
<b>23.1</b>	<p><b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</li> </ul> <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> <li>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> <li>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client’s country”. </li></ul>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage of</b> <i>[not more than double the amount of Remuneration]</i>. The Consultant will pay the insurance premium on-behalf of the Client, and provide the original insurance documents to the Client;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of PKR_____;</p> <p>(c) Third Party liability insurance, with a minimum coverage of PKR. _____;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>



	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
<b>27.2</b>	The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
<b>38.1</b>	<p><b>The Contract price is: PKR _____ inclusive of all applicable taxes.</b></p> <p><b>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form-2 of the Consultant's Financial Proposal.</b></p>
<b>41.2</b>	<p><b>The payment schedule:</b></p> <p>Total sum of all installments shall not exceed the Contract price set up in SCC38.1. Payment will be made as detailed in GCC 41.2</p>
<b>41.2.4</b>	<b>The account is:</b> <i>[consultant to insert account]</i> .
<b>45.1</b>	Arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of <b>the Arbitration and Conciliation Act, 2015</b> as in force on the date of this Contract.

### III. Appendices

#### Appendix A – Terms of Reference

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section 6 (Terms of Reference) of the ITC in the RFP and modified based on the Form-1 through Form-5 of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]*

.....

#### Appendix B - Key Experts

*[Insert a table based on Form-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

#### Appendix C – Breakdown of Contract Price

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form-3 and Form-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form-3 and Form-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

*“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.*

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate*

modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

## **PART III- Formats of Affidavits**

**Affidavit for Non-Blacklisting  
(To be printed on PKR 100 Stamp Paper)**

**Template for Affidavit**

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

- is not in bankruptcy or liquidation proceedings;
- has *never* been declared ineligible/blacklisted by Government / Semi-Government / Agency or Authority or any employer till date due to the any reasons
- is not making any misrepresentations or concealing any material fact and detail;
- has not been convicted of, fraud, corruption, collusion or money laundering;
- is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with its obligations; and
- does not fall within any of the circumstances for ineligibility or disqualifications

(Stamp of Company)

(Signatures of Authorized Rep)

\_\_\_\_\_  
Company Name

Attestation by Oath Commissioner and/or Notary Public

NOTE: In case of involvement of applicant / bidder in any litigation or arbitration, current status or the proof of dispute resolution along with the history of litigation / arbitration for last ten years on Litigation History Form (See Annexures) shall be provided with the application / bid.

## FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL)

*(On a Stamp Paper of Rs. 100 or more value)*

### POWER OF ATTORNEY

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and address of residence) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our RFP for the [insert name of project in the Pakistan, including signing and submission of all documents and providing information/ responses to the Client, representing us in all matters before GoPb, and generally dealing with the Client in all matters in connection with our proposal for the said project.

We hereby agree to ratify all such acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all such acts, deeds and things awfully done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For -----

(Signature)

(Name, Title and Address)

#### Notes:

1. *To be executed by the sole Bidder or the Lead Member in case of a Consortium duly supported .by a Board Resolution*
2. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
3. *Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

**(Affidavit for Correctness of Information)**

***[PRINT ON STAMP PAPER]***

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

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

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

DEPONENT

**VERIFICATION**

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

DEPONENT

**FORM OF PERFORMANCE SECURITY  
(Bank Guarantee)**

Guarantee

No. \_\_\_\_\_

Executed on

Expiry date

\_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_  
(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for \_\_\_\_\_  
\_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_  
\_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.



**PS-2**

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness:

1. \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary (Seal)

2. \_\_\_\_\_

\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Guarantor (Bank)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Corporate Guarantor (Seal)

## Litigation History

*Name of Applicant or Partner of a Joint Venture*

*Applicants, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the **last five years** or currently under execution A separate sheet should be used for each partner of joint venture.*

<b>Year</b>	<b>Award FOR Or AGAINST The Applicant</b>	<b>Name of client, cause of litigation, and matter in dispute</b>	<b>Disputed Amount (current value Pak Rs. or equivalent)</b>