

**CADET COLLEGE LARKANA**



**REQUEST FOR PROPOSAL DOCUMENT  
FOR  
SELECTION OF SOLAR CONSULTANTS**

**CONSULTANCY SERVICES FOR SOLAR ENERGY PROJECT DRAWING  
DESIGNING, VETTING & REVIEW, ELECTRICAL, PREPARATION OF  
ENGINEERING ESTIMATE, BIDDING DOCUMENTS TO PROVIDE THE SERVICES  
AT  
CADET COLLEGE LARKANA**

**Least Cost Selection (LCS) Method**

**June 2018**

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# **SECTION 1 - Letter of Invitation (LOI)**

# Letter of Invitation

NO: \_\_\_\_\_

DATED \_\_\_\_\_

M/S. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

1. The undersigned invites proposals to provide the following consulting services for:

**CONSULTANCY SERVICES FOR PLANNING, DESIGNING OF SOLAR ENERGY SYSTEM OF CADET COLLEGE LARKANA**

2. A firm will be selected under Least Cost Selection (LCS) Method and procedures described in this RFP, in accordance with the Sindh Public Procurement Rules.
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 3 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
    - General Conditions of Contract
    - Special Conditions of Contract
    - Standard Form of Contract
4. Please inform in writing at the following address upon receipt:
  - a. That you received the letter of Invitation and
  - b. Whether you will submit a proposal above or in association.

Yours sincerely,

**Principal & Project Director  
Cadet College Larkana**

## **Section 2 - Instructions to Consultants**

## **Section 2**

### **Instructions to Consultants**

#### **Definitions**

- (a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Sindh.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the letter of invitation sent by the Procuring Agency to the Consultants.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
- (k) “Sub-Consultant” means any person or entity to which the Consultant subcontracts any part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

## **2. Introduction**

- 2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

## **3. Conflict of Interest**

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
  - (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or

for another Procuring Agency.

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

**Conflicting Relationships**

- 3.2 Government officials and civil servants may be hired as consultants only if:
  - (i) They are on leave of absence without pay;
  - (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
  - (iii) Their employment would not give rise to any conflict of interest.

**4. Fraud and Corruption**

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

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

Under Rule 35 of SPPR 2010, “The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

**5. Integrity Pact**

Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex-A)

**6. Eligible Consultant**

6.1. If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible

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

**7. Eligibility of Sub Consultant**

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

**8. Only One Proposal**

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

- 9. Proposal Validity**
- 9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of bid amount).
- 10. Clarification and Amendment in RFP Documents**
- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 11. Preparation of Proposals**
- 11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- 11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.
- 12. Language**
- The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

**13. Technical Proposal  
Format and Content**

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

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

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

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last \_\_\_\_\_ (PA may give number of years as per their requirement) years.
- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
  - (vii) Any additional information requested in the Data Sheet.
- 13.3 The Technical Proposal shall not include any financial information.
- 14. Financial Proposals**
- 14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 15. Taxes**
- The Consultant will be subject to all admissible taxes currently or to be applicable in future, by the Government/FBR/SRB etc., including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority of the Government.
- 16. Submission, Receipt, and Opening of Proposals**
- 16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal
- 16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal despatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission. .

- 17. Proposal Evaluation** 17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 18. Evaluation of Technical Proposal** 18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.
- In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.
- Public Opening and Evaluation of Financial Proposals: (QCBS Selection Methods Only)**
- 18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.
- Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.
- 19. Evaluation of Financial Proposals** 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.
- 19.4 **In case of Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated

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

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

**20. Negotiations**

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**21. Technical Negotiations**

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

**22. Financial Negotiations**

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

**23.**

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified

in the letter of invitation to negotiate.

**24. Award of Contract**

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the process completion, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**25. Confidentiality**

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

## Data Sheet

Clause Reference	
1	<p style="text-align: center;"><b><u>Name of the Assignment</u></b></p> <p><b><u>PLANNING, DESIGNING, &amp; FEASIBILITY OF SOLAR ENERGY PROJECT AT CADET COLLEGE LARKANA</u></b></p> <p>The Name of the PA's official (s):</p> <p>Principal &amp; Project Director Cadet College Larkana Telephone: 074-4080091-03      Fax No. 074-4080460 E-mail Address: info@ccl.edu.pk</p>
2	The method of selection is: <b>Least Cost Selection (LCS) Method</b>
3	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b>
4	<p>The PA will provide the following inputs and facilities:</p> <p style="padding-left: 40px;">Facilitate to visit the site if required and documents related to the project available in the Department.</p>
5	<p><b>Address of submission of bids:</b></p> <p>Office of the Principal &amp; Project Director Cadet College Larkana. Proposals must be submitted no later than the following date and time: Date: _____</p>
6	Expected date for commencement of consulting services is _____
7	Short listed Consultants may associate with other short listed Consultants: <b>Yes</b>
8	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
9	Consultant to state cost in PKR only
10	Proposals validity: <b>90 days</b> but may be extended as per SPPRA Rule 38.
11	<p>Clarifications may be requested not later than <b>five (05)</b> days before the Submission date.</p> <p>The address for requesting clarifications is the Principal &amp; Project Director, Cadet College Larkana</p>

12	Proposed validity shall not be more than 90 days
13	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have working knowledge of the national and regional languages of Islamic Republic of Pakistan.
14	The estimated number of professional staff-month required for the assignment is: <b>The person months shall be calculated by consultants</b>
15	Training is a specific component of this assignment: <b>No</b>
16	The format of the Technical Proposal to be submitted is FTP
17	Consultants may consider the following costs while calculating their bids;  (1) A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; (2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means transport and them direct practicable route; (3) Cost of office accommodation, investigations and surveys; (4) Cost of applicable international or local communications such as the use of telephone and facsimile required forth purpose of Consulting Services; (5) cost, rental and freight to fancy instruments or equipment required to be provided by the Consultants forth purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing. Note: The applicable expenditures will only be considered for this project.
18	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable <input checked="" type="checkbox"/> _____ :
19	Consultants to state local cost in the national currency(in case of ICB only): Yes <input checked="" type="checkbox"/> _____ No <input type="checkbox"/> _____
20	Consultant must submit the original and <u>01</u> copy of the Technical Proposal and the original of the Financial Proposal in a sealed envelope.
21	The Consultant shall deposit a bid security <b>in original Financial Proposal</b> of an amount equivalent to 2% (Two per cent) of the bid price in the form of Pay Order in favour of "Principal & Project Director Cadet College Larkana", which shall remain valid for a period of 28 days beyond the Proposal validity period for bids, in order to provide the Procuring Agency reasonable time to act, if the security is to be called;

22		
	<b>CRITERIA AND SUB-CRITERIA</b>	<b>POINTS</b>
	Eligibility, Criteria, Sub-criteria, and point system for the evaluation of Technical Proposal is: <b>Total Points (100)</b>	
	<p>(i) Specific experience of the consulting firm relevant to the assignment Planning, Architect, Drawing Designing, Vetting &amp; Review, Structural, Electrical, Mechanical Plumbing, Preparation of Engineering Estimate, Bidding Documents and Detailed Supervision similar nature of projects.</p> <p>- Relevant to the assignment projects (minimum 100 Million and above) completed in last 05 years <b>(02 marks on each project completed – max 10 marks)</b>.</p>	<b>10</b>
	<p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical Approach &amp; Methodology (Architectural Planning &amp; Design) with Project Management/Construction Management Approach <b>(20 Marks)</b></p> <p>b) Work plan for the Project <b>[05 Marks]</b></p> <p>c) Organization and staffing <b>[05 Marks]</b></p>	<b>30</b>
	<p>iii) Key professional staff qualifications and competence for the assignment:</p> <p>Technical capacity of human resource required for the project</p> <ul style="list-style-type: none"> <li>• Team Leader (01 No.) (Masters/Bachelors) <b>15 Marks</b></li> <li>▪ Senior Engineer (01 NO), (Masters/Bachelors) <b>“Must be valid registration with Pakistan Engineering Council 10 Marks</b></li> <li>▪ Solar Engineer (01 NO), (Masters in electrical Engineering and BE in Electrical Engineering) <b>07 Marks</b></li> <li>▪ Electrical Engineer (01 No.) (Masters or BE in Electrical Engineering) <b>05 Marks</b></li> <li>▪ Project Director / Resident Engineer (01 No.) (Master/BE in Electrical Engineering) <b>10 Marks</b></li> </ul>	<b>60</b>

	<ul style="list-style-type: none"> <li>▪ Construction Manager / Assistant Resident Engineer (01 No.) (Master/BE in Electrical Engineering) <b>05 Marks</b></li> <li>▪ Quality Assurance Manager (01 No.) (Master/BE in the relevant field) <b>05 Marks</b></li> <li>▪ Quantity Surveyor (01 No.) (Master/BE in the relevant field) <b>03 Marks</b></li> </ul> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">[30%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">[60%]</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">[10%]</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">[100%]</td> </tr> </table> <p><b>The minimum technical score required to pass is: 70% Point</b></p>	1) General qualifications	[30%]	2) Adequacy for the assignment	[60%]	3) Experience in region and language	[10%]	Total weight:	[100%]	
1) General qualifications	[30%]									
2) Adequacy for the assignment	[60%]									
3) Experience in region and language	[10%]									
Total weight:	[100%]									

<b>The Key Staff must meet the following requirement</b>				
Sr. No	Position	Experience (Year)		Remarks
		B.E.(Civil)	MS	
<b>Design Team</b>				
a	Team Leader	20	15	
b	Senior Engineer	15	10	
c	Solar Engineer	10	08	
d	Electrical Engineer	10	08	
<b>Supervision Team</b>				
a	Project Director / Resident Engineer	20	15	
b	Construction Manager / Assistant Resident Engineer	10	08	
c	Quality Assurance Manager	10	08	
d	Quantity Surveyor	10	08	
<b>Supporting Staff</b>				
Sr. #	Designation	Total Numbers		
a	Jr. Engineer	05		
b	CAD Operator			

23	Remuneration Type Time Based: The single currency for price conversions is: PKR
24	<b>The passing marks of Technical Evaluation shall be 70%:</b>
25	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee for Design Review & Construction Services <b>Two percent (2%) of the Contract Amount.</b>
26 <b>(LCS only)</b>	<b>Least Cost Selection (LCS) Method</b> The contract shall be awarded who have passed technical qualification / responsive bidder on the basis of the lowest cost evaluated by Committee

### **Team composition**

Team composition for consultancy services for the project of “Establishment of Shaheed Benazir Bhutto Girls Cadet College Larkana” as follows:

<b>Sr. #</b>	<b>Position</b>	<b>Man Months</b>		
1	Team Leader	36		
2	Senior Engineer	06		
3	Solar Engineer	06		
4	Electrical Engineer	06		
5	Resident Engineer	36		
6	Construction Manager / Assistant Resident Engineer	30		
7	Quality Assurance Manager	30		
8	Quantity Surveyor	30		
	<b>Total man months</b>	<b>180</b>		

## **Section 3**

# **Technical Proposal – Standard Forms**

### Section 3 Technical Proposals - Standard Forms

[Comments in brackets] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Form TECH-1. Technical Proposal Submission Form.....	21
Form TECH-2. Consultant’s Organization and Experience.....	
A - Consultant’s Organization.....	22
B - Consultant’s Experience .....	23
Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PA .....	
A - On the Terms of Reference .....	24
B - On Counterpart Staff and Facilities.....	24
Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment .....	25
Form TECH-5. Team Composition and Task Assignments .....	26
Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff .....	27
Form TECH-7. Staffing Schedule .....	28
Form TECH-8. Work Schedule .....	29

# FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, \_\_\_\_\_ 2018]

To:

[Client's Name and Address]

Dear Sirs:

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

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

## **FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE**

### ***A - Consultant's Organization***

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

**B - Consultant's Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

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

Firm's Name: \_\_\_\_\_

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

***A - On the Terms of Reference***

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

***B - On Counterpart Staff and Facilities***

*[Comment here on counterpart staff and facilities to be provided by the PA according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

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

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

- a) Technical Approach and Methodology,
  - b) Work Plan, and
  - c) Organization and Staffing,
- a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.



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

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

**11. Detailed Tasks Assigned**

[*List all tasks to be performed under this assignment*]

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

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

Name of assignment or project:

Year:

Location:

PA:

Main project features:

Positions held:

Activities performed:

**12. Certification:**

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

\_\_\_\_\_  
[*Signature of staff member or authorized representative of the firm*]

Date: \_\_\_\_\_  
Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

FORM TECH-7. STAFFING SCHEDULE<sup>1</sup>

N <sup>o</sup>	Name of Staff	Staff input (in the form of bar chart) <sup>2</sup>													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total
<b>Foreign</b>																	
1	[Home]																
	[Field]																
2																	
3		Not Applicable (NA)															
n																	
															<b>Subtotal</b>		
<b>Local</b>																	
1	[Home]																
	[Field]																
2																	
n																	
															<b>Subtotal</b>		
															<b>Total</b>		

 Full time input
  Part time input

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

## FORM TECH-8. WORK SCHEDULE

N <sup>o</sup>	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														

- a) Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- b) Duration of activities shall be indicated in the form of a bar chart.

## **Section 4**

### **Financial Proposal – Standard Forms**

## Financial Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]*

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

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

Form FIN-1. Financial Proposal Submission Form .....	32
Form FIN-2. Summary of Costs .....	33
Form FIN-3. Breakdown of Costs by Activity <sup>1</sup> .....	34
Form FIN-4. Breakdown of Remuneration <sup>1</sup> .....	35
Form FIN-4. Breakdown of Remuneration <sup>1</sup> .....	36
Form FIN-5. Breakdown of Reimbursable Expenses <sup>1</sup> .....	37
<b>Appendix.</b> Financial Negotiations - Breakdown of Remuneration Rates .....	38

# FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>].

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 the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

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

<sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

<sup>2</sup> If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to

## FORM FIN-2. SUMMARY OF COSTS

Item	Costs
	<i>Indicate Local Currency</i>
<b>Total Costs of Financial Proposal 2</b>	
<b>Extra visit charges for meeting / visit at site</b>	

## FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>

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

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

**FORM FIN-4. BREAKDOWN OF REMUNERATION<sup>1</sup>**

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
Foreign Staff		
		[Home]
		[Field]
<b>Not Applicable (NA)</b>		
Not Applicable		
Local Staff		
		[Home]
		[Field]

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

## FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):								
N°	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
		Day						
		Trip						
		Trip						
					<b>-NA-</b>			
		L.S						
		L.S						
Total Costs								

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

5 Indicate route of each flight, and if the trip is one- or two-ways.

Only if the training is a major component of the assignment, defined as such in the TOR.

**FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES**

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA)

N <sup>o</sup>	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
		Day	
		Trip	
		Trip	
	<b>Not Applicable</b>		

1. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2. Indicate unit cost and currency.
3. Indicate route of each flight, and if the trip is one- or two-ways.
4. Only if the training is a major component of the assignment, defined as such in the TOR.

•

## **APPENDIX.FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES**

(Not to be used when cost is a factor in the evaluation of Proposals)

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

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The PA is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The PA is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such 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. Rate details are discussed below.

**(i) Salary**

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

**(ii) Social Costs**

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

**(iii) Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

---

q1

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

It is important to note that leave can be considered a social cost only if the PA is not charged for the leave taken.

**(iv) Overheads**

Overhead expenses 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 (partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff 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 PA does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

**(v) Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

**(vi) Away from Headquarters Allowance or Premium**

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads for profit.

**(vii) Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members. Standard rates for the particular country may be used as reference to determine subsistence allowances.

**2. Reimbursable expenses**

The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, compute rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

**3. PA Guarantee**

Payments to the firm, including payment of any advance based on cash flow projections covered by a PA guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular payments in local and foreign currency, as long as the services proceed as planned.

## Sample Form

Consulting Firm:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) The basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) Attached are true copies of the latest salary slips of the staff members listed;
- (c) The away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) The factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm'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 Consulting Firm]*

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

\_\_\_\_\_  
Date

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

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

### Consultant's Representations Regarding Costs and Charges

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

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
<b>Home Office</b>									
<b>Field</b>									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

**Section 5.**

**Terms of Reference**

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services desired.

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

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

## **1.4 Notices**

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

### **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A , i-e **Cadet College Larkana District Larkana Sindh**

### **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representative specified in the SC.

### **1.7 Taxes and Duties**

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

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

### **2.1 Effectiveness of Contract**

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

### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than seven (07) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

## **2.3 Commencement of Services**

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

## **2.4 Expiration of Contract**

Unless terminated earlier pursuant and completion of to Clause SC 1.1, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Clause 2.6. The term "completion of services" is as specified in the SC.

## **2.5 Modification**

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

## **2.6 Extension of Time for Completion**

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase beyond the agreed time lines only shall be regarded as Additional Services; and
- (c) the Client shall extend the time for completion of the Services and revise the cost accordingly with mutual consent.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion,

storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

#### **2.7.1.1 Postponement or abandonment of work:**

In the event of whole or part of works being postponed by the Clients for the continuous period exceeding 90 days or abandonment at any stage, the consultants will be paid for the services performed on account of it prior to receipt of written notice from the Clients of such postponement or abandonment. For all incomplete work which can not be calculated as per the scope of the, reasonable remuneration will be paid to the Consultants as decided by the Clients.

#### **2.7.2 Alteration or Modification to Design:**

When require by the Clients, the Consultants shall make such alterations in the plans and design as the Clients may consider necessary, provided that whenever the Consultants are required to redo those services performed by the Consultants, which are already approved by the client, will be dealt in accordance with the agreement.

#### **2.7.3 Termination of Contract:**

The Contract may be terminated by one month's written notice on either side. Upon termination, the consultants shall be paid the fees due, to them for the services provide by them up to the date of termination of the contract. In case of any disagreement regarding amount due to the Consultants, at reasonable shall be paid to them as decide by the Clients.

### **2.7.3.1 No Breach of Contract**

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

### **2.7.3.2 Extension of Time**

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

### **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled for payment for the work completed and delivered up to that time of force majeure. The Client shall make the payments to the Consultants: for the works satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire; In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

#### **2.7.4.1 Suspension of payments by the Client**

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

### **2.7.5 Arbitration:**

If any dispute shall arise between the Clients and Consultants as to the preparation of this Agreement, or any matter or thing arising there from, or in connection herewith for the settlement whereof, no other expense provision has been made in this agreement, thereupon either party giving notice of the dispute to the other, the same shall be referred to arbitration consisting of two arbitrators, one to be appointed by the Clients and other by the Consultants, who before entering upon the reference will jointly appoint umpire. If the parties are unable to agree on the umpire, then the Chairman of the Pakistan Engineering Council or alternate energy board shall act or appoint umpire. The arbitration proceeding shall be held at Sukkur and governed by the Arbitration Act 1940. Notwithstanding the existence or any difference or dispute, or proceedings, this Agreement shall not be suspended or discontinued by the Consultants nor shall any payments withheld by the Clients, unless such payment is itself the subject matter of such proceedings. This agreement shall not be suspended or discontinued by either of the parties nor any payment withheld by the client as long as the work remains in the progress and work is neither postponed, nor abandoned.

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

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

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

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the

Consultants shall use their best efforts to ensure that the Personnel, any Sub consultants, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

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

### **3.4 Liability of the Consultants**

The consultants affirm and guarantee that they are skilled and fully qualified as per this Agreement, and that they shall make use of all such skills and qualifications in the best professional standards and ethics.

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

**If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project on the part of the Consultants or any of their associates, the Consultants shall be responsible for that and make good such losses or damages.**

**Consultants shall be fully responsible for the correctness and suitability of their designs, and the safety of the structures, goods, material and services built according to their designs and specifications. The approval of the design by the Client shall not absolve in any way the Consultants or their associates of their responsibilities under this Article.**

### **3.5 Other Insurance to be Taken out by the Consultants      NA**

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;

- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable and responsible for the performance of the Services by the Sub consultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents.

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

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

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

### **3.9 Equipment and Materials Furnished by the Client**

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

### **3.10 Accounting, Inspection and Auditing**

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

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 Description of Personnel**

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

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

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

any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance, Coordination and Approvals**

#### **5.1.1 Assistance**

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

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

### **5.1.2 Co-ordination**

The Client shall:

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

### **5.1.3 Approvals**

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

### **5.2 Access to Land**

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

### **5.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the value of direct taxes with proof, it will be entertained accordingly.

### **5.4 Services and Facilities**

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on;

(i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

## **5.5 Payments**

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

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Lump Sum Remuneration**

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A.

### **6.2 Contract Price**

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

### **6.3 Terms and Conditions of Payment**

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

### **6.4 Period of Payment**

- (a) First payment to the Consultants shall be effected within the mode of payment as stated in Clause SC 6.4 and period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within fourteen (14) days in case of local currency and thirty (30) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

## **6.5 Additional Services**

Additional Services means:

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

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration for such Additional Services that will be finalized by Client suitably at his discretion

## **6.6 Consultants' Entitlement to Suspend Services**

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), consultant has right to suspend the work further, unless and until the Consultants have received the payment.

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

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

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

### **7.2 Dispute Settlement**

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

amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940, and of the Rules made thereunder and any statutory modifications thereto.

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

## **8. INTEGRITY PACT**

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

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

### III. SPECIAL CONDITIONS OF CONTRACT

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

#### 1.1 Definitions

"Project" means Management Consultancy Services for Design and Installation of 500 KW Solar Power Project at **Cadet College Larkana**, as detailed below;

- (a) Design of 500 KW solar power system (extendable to 1MW).  
Space planning at the site.
- (b) Preparation of employer's requirement and tender documents.
- (c) Recommendations for Synchronization of Solar Power System with SEPCO supply and existing Backup (Diesel Generators).
- (d) Evaluation of Technical bids offered by contractors.
- (e) Design of LED lights, its planning and installation as per master plan.
- (f) Monitor the installation, functioning, operation and maintenance.

## **Taxes and Duties**

The local Consultants and their personnel will themselves pay all their taxes as levied under the Applicable Laws of Pakistan. Sind revenue tax if applicable shall be paid by the Client.

### **2.0 Effectiveness of Contract**

The date on which this Contract shall come into effect is the date when both the Parties sign the Contract.

### **2.1 Termination of Contract for Failure to Become Effective**

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

### **2.2 Commencement of Services**

The Consultants shall commence the Services within Seven (7) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

### **2.3 Expiration of Contract**

The period of completion of Services shall be after completion of services as envisaged in SC 1.1

### **3.4 Consultants' Action Requiring Client's Prior Approval**

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

- i) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
  - (a) Adverse Physical Conditions and Artificial Obstructions
  - (b) Suspension of Works
  - (c) Bonus and Liquidated Damages
  - (d) Certificate of Completion of Works
  - (e) Forfeiture
  - (f) Special Risks
  - (g) Frustration
  - (h) Adverse Security conditions

- ii) Final Measurement Statement

### **3.5 Documents Prepared by the Consultants to be the Property of the Client**

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

#### **3.5.1 Assistance**

- (a) The Client shall facilitate the Consultants in obtaining maps, study reports and drawings directly relating to the Project through its own office.

This list if warranted shall be supplemented subsequently.

- (b) Other assistance and exemptions to be provided by the Client are:  
Any approvals required for performance of the services and use of all Federal/Provincial Government.

### **4. Coordination**

The departments and agencies include all related agencies entrusted or to be entrusted the implementation / execution of the Project.

### **5. Approvals**

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

#### **6.1 Lump Sum**

Remunerations shall be paid as Lump sum in accordance with milestones set forth in SC-6.3/6.4.

#### **6.2 Contract Price**

- (a) The amount in local currency is inclusive of applicable tax prevailing at the time of payment.

### **6.3 Terms and Conditions of Payment**

Payment on remunerations and direct costs shall be made according to the following schedule:

**6.4 Payment Schedule:** Payments shall be made according to the following schedule:

- a) 20% on Submission of Feasibility Report and design of the Project
- b) 20% on Submission of tender documents and Submission of vendor selection report.
- c) 10% during constitution work
- d) 25% on System installation and commissioning.
- e) 25% Upon Submission of Final Report after Final Testing 3 months.

Payments shall be made as per made of payment as in agreement.

### **6.5 Delayed Payments.**

All due verified invoices of the consultants will be paid accordingly, if any delay in payment occurs than compensation only on that delayed amount will be paid by client as he deems fit, but compensation amount not more than 5% of that cost per annum as finalized by Client.

# Appendix A: Description of the services for 500 kWp Solar at Cadet Collage Larkana, Project

Following services will be rendered by the consultant as part of the contract:

## **1. Feasibility of 500 kWp (Extendable to 1 MWp)Solar Power System**

- a. Site Assessment
- b. Survey of existing facilities for proper load Data Collection and Analysis
- c. Analysis of the Solar Radiation (PVsyst Report)
- d. Calculation of Shading Effect (PVsyst Report)
- e. Development of Technical Concept
- f. Energy Production Assessment (EPA) through Simulation Study (PVsyst Report)
- g. Review of existing interconnection arrangements
- h. Recommendations regarding synchronization of solar power system with SEPCO and existing backup of Generator.
- i. Selection of Power Evacuation Point
- j. Net metering Option

## **2. Employers Requirement**

- a. Selection of PV Module Type
  - i. Invertor Type
  - ii. Tilt Inclination and Distance Between Modules
  - iii. Number of Modules Series/Parallel Connected to Strings
  - iv. Dimensions of PV Array, including technical specification of frame on the basis of data to be provided.
  - v. PV Module Position
  - vi. Technical Specifications of PV Modules
  - vii. Technical Specifications of Invertor
- b. Selection of System Protection Equipment
- c. Selection of System Metering Equipment
- d. Selection of weather station

## **3. Tendering and Evaluation of Technical bids**

- a. Development of selection criteria
- b. Contract Negotiations with successful bidder

- c. Provide adequate consultation and advice to the Employer on contractual issues
- d. Evaluation of Financial and technical bids and recommendation for award of work.

#### **4. Detail Design**

- a. Design and approval of "Technical Design"
- b. Design and approval of "Connection of PV modules"
- c. Design and approval of "Layout Diagram of Proposed System"
- d. Design and approval of "Single Line diagram of proposed Electrical Connection"

#### **5. Quality Assurance and Construction detail Supervision**

Shall ensure the following during construction and detail supervision and he shall be requisible for the quality and quality of the work and he shall appoint Engineer at site:-

- a. Approval of program/schedule of work submitted by the contractor.
- b. Supervise/ check setting out of all structure/ Equipment's and general layout of the Solar Power System.
- c. Approve those items/materials fulfilling the specifications spelled out in the tender documents/ contract Agreement.
- d. Supervise implementation of the project in the capacity of Engineer to ensure that the project is being implemented satisfactorily in accordance with approved drawings & specifications.
- e. Provide instructions to contractor, necessary for proper installation in Solar systems.
- f. Verification/Certification of payments to the contractors.
- g. Prepare variation order for approval of the Employer, if required as per site requirement.
- h. Commissioning and Testing supervision
- i. Prepare & submit post evaluation report on presentation.
- j. To ensure the producing of units as per agreement and design of the project

**Services rendered by Consultants are further detailed as:**

**1. PROJECT DEVELOPMENT**

- 1.1 Survey of existing facilities including electrical power distribution system to conclude the total connected loads, demand loads, cable sizes, distribution panels, cable routes etc.
- 1.2 Preparation of Tender documents, Technical Specifications, Engineers Estimates, List of Approved Makes & Manufacturers.
- 1.3 Pre-bid meetings with the contractors, bid evaluations report and technical recommendations.

**2. DETAIL SUPERVISION:** The detailed supervision of works shall include:-

- 2.1 He shall appoint Engineer at site for the supervision of the work.
  - 2.1.1 The shop drawings shall be provided by the Contractor for construction, and shall be verified by the Consultants.
  - 2.1.2 The shop drawing / technical submittal shall be verified in max 5 working days from the date of receipt of drawing.
- 2.2 Site inspection and Report: The site inspection shall be carried out according to the site conditions and progress of works at site. It includes preparation of site inspection report comprising of consultant's observations and recommendations. The Consultants shall visit the site as and when required.
- 2.3 Undertake detail Supervision of Various Stages of the Work is as under:
  - 2.3.1 Checking of correct marking on the ground of the designed structure in relation to the bench mark and base line.
  - 2.3.2 Checking the layout of all infrastructure and re-adjusting the layout and/or the design if such re-adjustment proved necessary according to requirement.

- 2.3.3 Checking that the Contractors carry out the Execution in accordance with the final working drawings and tender documents.
  - 2.3.4 Suggest substitution of materials, whenever any material is not available.
  - 2.3.5 Preparing and issuing new detailed drawings whenever it is deemed necessary to make adjustments in the Execution/construction.
  - 2.3.6 Issuing Completion Certificate to the Client after completion of the work
3. **REVIEW of CONCEPT DESIGN submitted by the EPC:** The review of concept design shall include:-
- 3.1 Electrical Connected and Demand Load Schedules.
  - 3.2 Space calculations / requirements for solar panels, equipments including room dimension and access for the maintenance.
  - 3.3 The design brief containing narration of proposed system architecture and allied details.
4. **REVIEW of SCHEMATIC DESIGN submitted by the EPC:** The review of schematic design shall comprise of:-
- a. PV Panel arrangement layout plans in details.
  - b. Power House Plan Including Equipment's Room
- 4.1 Equipment's setting out plans including dimensions and clearances.
  - 4.2 Connectivity of equipments in form of single line including block diagram.
  - 4.3 Cable size calculations and proposed single line cable routes from Solar power to Main Panel Room.
5. **Review of DETAILED DESIGN / DOCUMENTS submitted by the EPC:** The review of detailed design shall include:-
- 5.1 List of Drawings.
  - 5.2 Legend, General and Special Notes
  - 5.3 PV Panels setting out Plans
  - 5.4 MEP Schematic /Co-ordinated Plans.

- 5.5 Solar Panel's Cable Connectivity Plan.
- 5.6 Inverters & Battery Bank's (If any) Setting Out Plans.
- 5.7 Power Cable layout for equipments and Electric Panels.
- 5.8 General Power Plans.
- 5.9 Infrastructure Cabling & Containment Plan
- 5.10 Mechanical Ventilation Plan – Solar Power House.
- 5.11 Cable Schedules.
- 5.12 Miscellaneous Details.
- 5.13 Grounding and Bonding Plan
- 5.14 Lighting Protection System Plan
- 5.15 Tender documents papers including agreement.
- 5.16 Bills of Quantities.
- 5.17 Technical Specifications
- 5.18 Engineer's Estimates.
- 5.19 Prequalification papers of the Contractors.

6. **CONSTRUCTION DESIGN /DOCUMENT:**

The Execution/construction design / document shall be prepared by the EPC in accordance with the Master Plans. The construction documents shall comprise of all drawings as listed in the detailed design but inclusive of all installation details.

7. **Miscellaneous Provision:**

**7.1 Supervision of Construction Phase**

7.1.1 If desired by the Client, and whenever Consultant Principals, their Senior Engineering Staff have to visit the Project Site and/or are called for a meeting outside Lahore/Karachi the following expenses shall be reimbursed by the Client: The lodging and boarding will be arranged by college.

7.1.2 For Consultants, Air return ticket per trip for one expert and as daily allowances, the boarding will be provided by client.

7.2 Following are the terms and conditions for consultancy related to above scope of works.

7.2.1 Five set of hard and soft copy (CD) of all documents shall be provided to college at each stage. If the tender documents are to be issued by cadet college Larkana, the printing of master copy shall be at client's end.

7.2.2 It is assumed that the total project duration shall be 12 months (Design & Execution) from the date of issuance of letter of intent. The above fee proposal is valid for entire project till the completion of project.

7.2.3 The proposal includes all design and supervision works related to the solar power generation and its distribution upto the Main Power House/Panel.

## **8. Assumptions by the consultant**

The commercial proposal is based on the following assumptions:

1. All documents to be assessed and reports and communication will be in English language.
2. It is assumed that the EPC Contractor and the Client will perform their documentation in a professional manner before the Consultant's review will start. Any additional task necessary or asked to be performed will be charged separately.
3. All required documents and progress reports will be provided by the Contractor in a professional manner with sufficient lead time to review.
4. During the site visits, English speaking engineers of the Client and / or EPC Contractor will act as guides.

5. The Consultant will make use of state-of-the-art quality control procedures to monitor the works progress.
6. The Consultant will organize the work in accordance with ISO9001. Specifically, all official communications, such as received technical documents, provided clarifications, time schedule control, minutes of meetings, etc. will be centrally documented and archived.
7. It is assumed that in all the PV modules have the same orientation and inclination.
8. The grid operator data regarding the electricity delivered by the Solar Power Plant to the electricity grid will be provided to the Consultant.
9. The contract price in 6.2, special conditions of the contract is based on 500 kWp Solar Power Plant.

## Appendix B-Reporting Requirements (included in Appendix A)

1. Feasibility Report
2. Employers Requirement (RFP)
3. Tendering/ Review of Contractors Report
4. Detail Design Review
5. Progress Monitoring Report
6. Commissioning and Acceptance Report

## Appendix C-Breakdown of Contract Price in Local Currency

Task	Price PKR
Feasibility Study	1. The total fee of design and detail supervision of the project _____%  2. Visit charges at site for one expert only Rs. _____
Employers Requirement	
Tendering/Review of Contractors	
Detail Design Review	
Construction Supervision	
Commissioning and Acceptance	
Total	

## Appendix D: Integrity Pact

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

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

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

Name of Buyer: .....

Name of Seller/Supplier:

Signature: .....

Signature: .....

[Seal]

[Seal]

## Appendix E: Services and Facilities to be provided by client

A virtual data room will be provided to the Client which can be shared with the EPC Contractor and O&M Provider as well as other stakeholders