

REQUEST FOR PROPOSAL (RFP)

APPOINTMENT OF CONSULTANTS

FOR

**PLANNING, DESIGNING OF ROOF MOUNTED, & CAR PORT UTILITY
INTERACTIVE PHOTOVOLTIC SOLAR POWER SYSTEM**

FOR

IBA KARACHI

Dec 2018

**INSTITUTE OF BUSINESS ADMINISTRATION (IBA)
KARACHI**

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Section -1 Letter of invitation (LOI)

Dear Mr/ MS

The 'INSTITUTE OF BUSINESS ADMINISTRATION KARACHI invites proposals to provide the Consultancy Services for PLANNING & DESIGN FOR **PLANNING, DESIGNING OF ROOF MOUNTED, & CAR PORT UTILITY INTERACTIVE PHOTOVOLTIC SOLAR SYSTEM AT VARIOUS BUILDINGS AT IBA CAMPUS KARACHI**. Details of the services to be provided in the Terms of Reference.

1. This Request for Proposal (RFP) is addressed to the competent and qualified Consulting Firms registered with Pakistan Engineering Council (PEC)/ having experience of designing Photovoltaic solar systems and is well versed with NEPRA & Alternate Energy Development Boards AEDB regulations .
2. The Consultant will be selected under the **Quality & Cost Based Selection (QCBS)** method and procedures described in this RFP, in accordance with the Sindh Public Procurements Rules, SPPRA 2010 amended 2017 based on Single stage Two Envelope method.
3. The RFP includes the following additional documents:

Section 1 – Letter of Invitation LOI

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6- General & Special Conditions of Contract

4. All bidders must furnish **Bid security, equal to 1% (One percent)** , in the shape of Bank Guarantee, or Pay order, issued by a scheduled bank in Pakistan, in favor of "IBA" in Pak Rupees (PKR), **as part of the Proposal**, failing which shall result in rejection of the bid.
5. The Successful bidder shall furnish performance guarantee equivalent to 5% of the contract amount , in the shape of Bank Guarantee, or Pay order, issued by a scheduled bank in Pakistan, in favor of "IBA" in Pak Rupees (PKR),

Yours sincerely,

Sr. Manager Contracts



Institute of Business Administration,
 PP&D Department Main Campus,
 University Road, Karachi,
 Ph: 111-422-422 ext: 2517 e- mail : nmalik@iba.edu.pk

Section 2: Instructions to Consultants

2.0 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 Consultant.
- (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 whom the Consultant subcontracts any part of the Services.
- (l) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the 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 the Data Sheet

3.0 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 SPPR2010, "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 Consultants

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-Consultants

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 be 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

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

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 Proposals

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 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: (LCS , QCBS, and Fixed Budget 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. Availability of Professional staff/experts

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 of the award of contract, 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 data 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.

INSTRUCTIONS TO CONSULTANTS

DATA SHEET

Paragraph Reference	
1.1	<p>Name of the Assignment is: <i>PLANNING, DESIGNING OF ROOF MOUNTED, & CAR PORT UTILITY INTERACTIVE PHOTOVOLTIC SOLAR SYSTEM AT IBA CAMPUS KARACHI</i></p> <p>The Name of the PA's official (s): SENIOR MANAGER CONTRACT</p> <p>INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI</p> <p>UNIVERSITY ROAD KARACHI UAN 111-422-422 TEL : (92-21) 38104700 nmalik@iba.edu.pk</p>
1.2	<p>Method of selection: <u>Quality & Cost Based Selection (QCBS)</u></p> <p>The Edition of the Guidelines is: SPPRA 2010 Amended 2017</p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p>
1.4	<p>The PA will provide the following inputs and facilities: Yes</p>
1.5	<p>The Proposal submission address is: Project Department NBP Building Institute Of Business Administration IBA Main Campus Karachi University Karachi</p> <p>Proposals must be submitted no later than the following date and time: 2.30PM 14th Feb 2019. The Technical Bid shall open on the Same Venue and Same date at 3.30 PM.</p>
1.6	<p>Expected date for commencement of consulting services <i>1st March 2019</i></p> <p>Venue: <i>Institute of Business Administration IBA Main Campus University Road Karachi</i></p>
9.1	<p>Proposals validity : 90 Days From the date of opening of Bid</p>

10.1	<p>Clarifications may be requested Not later than five days before the submission date. The address for requesting clarifications is: SENIOR MANAGER CONTRACT INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI UNIVERSITY ROAD KARACHI UAN 111-422-422 TEL : (92-21) 38104700 nmalik@iba.edu.pk</p>
12	<p>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.</p>
1.6	<p>Shortlisted Consultants may associate with other shortlisted Consultants: YES</p>
15.1	<p>Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable :</p>
6.3	<p>Consultants to state local cost in the national currency : Yes PKR</p>
16.2	<p>Consultant must submit the original and 2(Two) copies of the Technical Proposal, and the original of the Financial Proposal.</p>
24.2	<p>Performance Guarantee Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee 5%(Five Percent) of the contract amount).</p>
5.1	<p>Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.</p>
	<p>Time For Completion of Assignment : 3 (Three) Calendar Months after approval of conceptual plan from the Procuring Agency.</p>
6.4 SC	<p>Design Delay Penalty : If the Project is delayed due to the reason attributed to the consultant, design delay penalty shall be imposed @1% of the total contract price per week but maximum10% of the contract amount</p>

13.1

i) Eligibility Criteria:

The Consultant (Firm/ Joint Venture) fulfilling the following basic eligibility criteria shall only be considered for further evaluation. All the members must meet the mentioned eligibility criteria in case of Joint Venture (relevant documents to be attached):

- i. Valid Registration of firm with Pakistan Engineering Council (PEC) in relevant class of Civil & Electrical Engineering.
- ii. Valid legal entity of the firm e.g. Certificate of registration from Securities & Exchange Commission of Pakistan (SECP) or Registrar of Firms with valid partnership deed, in case of a partnership firm.
- iii. Certificate of registration with Income Tax and Sales Tax under Sindh Revenue Board or relevant Authority (as applicable).
- iv. Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
No litigation is pending between the Consultant and a government department, body or agency.
- iv. Judicial Affidavit declaring “Neither the firms nor its Directors or Partners, been blacklisted/ defaulted by any government agency/ department/organization”.
- v. Provide separate undertaking that the information supplied by the firm is correct. **(Form GEN - 6)**
- vi. The Consultant shall properly understand all main issues related to the assignment and other relevant design/technical aspects that may not have been considered in the TORs. The Consultant shall provide detailed methodology to address such aspects by using advanced and innovative solutions. The timing and duration of all activities shall be provided by the Consultant which are appropriate & consistent with the Assignment. **(Form Tech - 11)**

(ii) Qualification Criteria

Qualification will be based on Consultant's meeting the following qualification criteria regarding their financial soundness, experience record and quality of its personnel capabilities and other relevant information as demonstrated by the Consultant's response to this RFP.

Qualification criteria as mentioned below is applicable for applicants:

Sub Cat	Category	Marks
A	Financial Soundness	05
B	Methodology & Work Plan	05
C	Experience Record	45
D	Personnel Capabilities	45
	Total	100

Marks shall only be given if the Forms are filled as per instructions given in this Document.

No compromise shall be made on minimum requirements of 50% marks in each Sub-Category (A, B, C,D) and an overall minimum of 70% marks required to qualify in the aforesaid qualification criteria.

Criteria, sub-criteria and marking system for the evaluation of Consultants shall be as under:

SUB CATEGORY A: FINANCIAL SOUNDNESS

For financial soundness, audited financial statements for last three financial years shall be submitted. No marks shall be given if audited financial statements of last three financial years are not attached.

Marks shall be awarded on the basis of the following criteria:

S. No	Category	Marks Assigned (Max)	Criteria for Marks
I	<p>Average Annual turnover for the last three financial years commencing from 1st July and ending on 30th June for each year. (In case of Joint Venture the above information is required for lead member of JV only)</p> <p>Form TECH-01 shall be filled</p>	05	<ul style="list-style-type: none"> • Full marks if average annual turnover of last three financial years is PKR 10 million or above. • For average annual turnover of less than PKR 10 million, marks shall be awarded as per following formula: $(A / 100) \times 10$ 'A' is average annual turnover • No marks if average annual turnover is less than PKR 2 (Two) million.
	Sub-Category 'A' Total	05	

SUB CATEGORY B: WORK METHODOLOGY & WORK PLAN

For adequacy of approved work methodology & work plan in respondent to TOR

No marks shall be given if work plan & work Methodology are not attached.

Marks shall be awarded on the basis of the following criteria:

S. No	Category	Marks Assigned (Max)	Criteria for Marks
a	<p>An at least five page write up clearly defining the methodology to be defined which is to be employed for completion of the assignment.</p> <p>Work plan in shape of bar chart / Gantt chart is to be provided for execution of the work for stage-1 i.e planning & designing and stage -2 i.e supervision separately.</p>	5	Work methodology and work plan is mandatory and no mark shall be assigned if any one of it is missing.
	Sub-Category 'B' Total	5	

SUB-CATEGORY C: EXPERIENCE RECORD

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Consultant;

Sr. No	Description	Marks Assigned	Criteria for Marks Obtained
a	<p>Projects Executed Projects of *similar nature of minimum **value PKR. 50 Million each or more Completed in last six (6) years. *Similar nature projects include detailed Planning & Designing of PV Solar Panel Type Energy System along with its Structure</p>	20	<ul style="list-style-type: none"> • 20 marks will be given if the firm or Lead member in case of JV has completed at least 03 nos (Three) Projects. <ul style="list-style-type: none"> • 15 marks will be given if the firm or Lead member has completed Two (02) Project. • 8 marks will be given if the firm or Lead member has completed One (01) Project. • No marks will be given if the firm or Lead member has not executed any project. <p><u>NOTE :</u></p> <p><u>For Completed Projects, Completion Certificate OR Contract Agreement of respective project is mandatory indicating Consultancy Cost. No marks shall be awarded if Completion Certificate or Contract Agreement indicating cost of Consultancy is Not attached along with Form Tech. 2 & 3.</u></p>
b	<p>Projects in Hand Projects of *similar nature of minimum **value PKR. 50 Million each or more in- Hand. *Similar nature projects include detailed Planning & Designing of PV Solar Panel Type Energy System along with its Structure</p>	15	<ul style="list-style-type: none"> • 15 marks will be given if the firm or Lead member or JV member (in Lead role) has at least two projects in hand. (Work Order is Mandatory) • 8 marks will be given if the firm or Lead member or JV member (in Lead role) has one project in hand. • No marks shall be given if the firm or Lead member or JV member have no project in hand.

Sr. No	Description	Marks Assigned (Max)	Criteria for Marks Obtained
c	<p>Work Supervision & Financial Close Out of Project Supervision of Power / Energy Projects of general nature or Solar Energy of minimum **consultancy value PKR. 50 million each or more Completed in Last 6 Years. ** consultancy value means Total Cost of Consultancy.</p>	10	<ul style="list-style-type: none"> • Full marks will be given if the Lead member or JV member (in Lead role) has completed at least two Projects. • 07 marks will be given if the Lead member or JV member (in Lead role) has completed One Project. • No Marks will be given if Lead member or JV member has not completed any Project. <p><u>For Completed Projects, Completion Certificate OR Contract Agreement of respective project is mandatory indicating Consultancy Cost. No marks shall be awarded if Completion Certificate or Contract Agreement indicating cost of Consultancy is Not attached along with Form Tech-6 & 7.</u></p>
TOTAL		45	

SUB-CATEGORY D1 & D2: PERSONNEL CAPABILITIES

Marks shall be awarded on the basis of **qualification and experience** of the staff.

No marks shall be awarded if Form TECH 8, 9 & 10 are not filled.

The following key experts shall be evaluated:

S. No	Description	No of Professionals	Marks Assigned	Education & Experience (Mandatory Requirement)
C1	Key Persons (Design)			
i)	Principal Designer / Team Leader	01	15	B-E (Electrical) With minimum 15 years of relevant experience (PEC Registered)
ii)	Solar Energy Engineer	01	06	B.Sc. Elect. Engineering with minimum 05 years' Experience of relevant Solar PV Panel Design (PEC Registered)
iii)	Energy Economist	01	03	At least Master's Degree in Economics or MBA with a minimum of eight years of experience of the economics of power system planning, project design, economic appraisal of investment projects. Demonstrated experience in economic appraisal of solar power projects.
iv)	Structural Engineer	01	04	B.Sc. Civil Engineering with minimum 05 years of relevant experience (PEC Registered)
v)	COST & Contracts Engineer	01	02	BSc Civil/ Mech/ Electrical Engineering with minimum 05 years of relevant experience (PEC Registered)
	Sub –Cat C-1 Total		30	

C2 Key Personnel – Para Engineering Staff				
i)	Asstt. Engineer Elect/ Solar	01	03	BE Elect with 5 years Experience /DAE Elect or Solar Engineering with minimum 10 years of relevant experience
ii)	Assistant Engineer (Civil /Mech)	01	03	BE Civil/ Mech. With 3 years DAE Elect/Mech Engineering with minimum 8 years of relevant experience
iii)	Auto CAD operator (Mech / Electrical)	01	03	DAE Civil Engineering with minimum 10 years of relevant experience
iv)	Quantity Surveyor (Electrical/Mech	01	03	DAE Civil with minimum 08 years of relevant experience
vi)	Site Supervisor Elect /Mech.	01	03	DAE Elect./Mech with minimum 08 years of relevant experience
Sub Category C2 Total			15	
Sub Category C Total			45	
MINIMUM PASSING MARK FOR TECHNICAL QUALIFICATION IS 70 MARKS				

5.6	<p>The formula for determining the financial marks is the following:</p> <p>$S_f = 100 \times f_m / f$, in which S_f is the financial marks, 'fm' is the lowest price and 'f' the price of the proposal under consideration.</p> <p>The score given to the Technical and Financial Proposals are:</p> <p>Technical Score (T)= 70% x St, and</p> <p>Financial Score (P) = 30% x Sf</p> <p>Grand Total (GT) = T + P</p> <p>The Consultant achieving the highest combined technical and financial score (GT) will be awarded the Contract.</p>
7.2	Assignment shall commence from the date as indicated in the Contract.

Section 3: Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of **Section 2** of the RFP for Standard Forms required.

- Tech- 1 Technical Proposal Submission Form
- Tech- 2 General Information Form / Consultant Organogram & Experience
- Tech-3 Comment on TOR (Terms of Reference & on Counter Part Staff Provided by PA
- Tech-4 Description of Approach, Methodology & Work Plan for Performance of Assignment.
- Tech-5 Team Composition & Task Assignment
- Tech-6 Curriculum Vitae (CV) of the Proposed Staff to be deputed on assignment
- Tech-7 Staffing Schedule
- Tech-8 Work Schedule

Form Tech-1 Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide Consultancy Services for-----
-----in accordance with your
Request for Proposal dated_ and our Proposal. We are hereby submitting our Proposal,
which includes this Technical Proposal, and a Financial Proposal sealed under a
separate envelope.

We are submitting our Proposal in name of our firm /Joint Venture with: [Insert a list with
full name and address of each JV member]¹

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 contract negotiations are held during the period of validity of the Proposal, i.e.,
before the date indicated in Paragraph Reference 1.13 of the Data Sheet, we undertake
to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and
subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services
related to the assignment not later than the date indicated in Paragraph Reference 7.2
of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: ____

Name of Firm: ____

Address: ____

¹ Delete in case of no Joint Venture.

Form Tech-2 General Information
CONSULTANT'S ORGANIZATION AND EXPERIENCE

Applicant (or each Member of a Joint Venture) applying for consultancy services is required to complete the information in this form. Nationality information is also to be provided for foreign owners or Consultants who are forming part of the Joint Venture as required under the PEC Bye-Laws for Joint Venture.

1.	Name of Consultant	
2.	Head Office Address	
3.	Telephone	
4.	Fax	
5.	Type of Organization	
6.	Place of Incorporation/Registration	Year of incorporation/registration
7.	PEC/PCATP Registration No:	Validity:
8.	NTN#	
9.	Name, Designation and Mobile Number of Consultant's Representative	

Detail of Owners/ Directors

Name	Designation	Nationality
1.		
2.		
3.		

Form Tech -2 A

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.]

FORM TECH 2-B
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 PKR:
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff-months of the assignment:
Start date (month/year): Completion date (month/year):	Approx. value of the services provided by your firm under the contract :
Name of associated Consultants, if any:	No of professional staff-months provided by associated Consultants:
Narrative description of Project:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Description of actual services provided by your staff within the assignment:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

FORM TECH- 3 -A COMMENTS AND SUGGESTIONS

ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND

FACILITIES TO BE PROVIDED BY THE PROCURRING AUTHORITY

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

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 (see format here below): dates of employment, name of employing organization, positions held.*]:

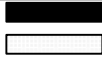
From [Year]: To [Year]:

Employer:

Positions held:

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[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.]</i></p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>PA:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>
<p>13. Certification:</p> <p>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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p>Date:</p> <p><i>[Signature of staff member or authorized representative of the staff] Day/Month/Year</i></p>	
<p>Full name of authorized representative:</p>	

FORM TECH-7 STAFFING SCHEDULE¹



Year: _____																
Sr. No.	Name of Staff ¹	Staff input (in the form of a bar chart) ²												Total staff-month input		
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Home	Field ³	Total
1		[Home]														
		[Field]														
2																
3																
4																
5																
6																

7																		
8																		
9																		
												Total						

- 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 fieldwork.
- 3 Fieldwork means work carried out at a place other than the Consultant's home office.

Form TECH-8 Work Schedule

	Year:												
N°	Activity ¹	Months ²											
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July
1													
2													
3													
4													
5													

¹ Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Employer's review of reports and approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

² Duration of activities shall be indicated in the form of a bar chart.

Section 4: Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

Form FIN-1 Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Employer*]

Dear Sir,

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*]. This amount is inclusive of all the applicable taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]

Form FIN-2 Summary of Costs

Item	Costs
	Fee to be quoted Lump Sum Basis in PKR (including all taxes)
PLANNING, DESIGNING OF ROOF MOUNTED, & CAR PORT UTILITY INTERACTIVE PHOTOVOLTIC SOLAR SYSTEM AT VARIOUS BUILDINGS AT IBA CAMPUS KARACHI	
FEE BREAK UP	
The Fee quoted for Design Phase shall be dispersed / paid as:	
1. Upon submission & approval of the Conceptual Plan by the PA	25 % of the quoted fee
2. Upon submission of detailed system drawing & design along with design calculations & other parameters	35 % of the fee quoted
3. Upon submission . bidding documents Including specifications , Engineering Estimates etc	15 % of the fee quoted
4. Upon successful commissioning of the system or after one year of the issuance of completion Certificate of the design contract by the Procuring agency which ever is earlier	15 % of the fee quoted
TOTAL AMOUNT PKR	

SECTION 5 – TERMS OF REFERENCE

5.0 BACK GROUND;

5.0.1 Objectives

A request for proposal (RFP) is often created to outline the bidding process and contract terms, and also to provide guidance on how the bid should be formatted and presented. Effective RFPs typically reflect the strategy and short/long-term project objectives, providing detailed insight upon which designer / suppliers will be able to offer a matching perspective.

The purpose of this document is to provide an RFP of a roof-mounted, and carport utility-interactive photovoltaic system for Institute of Business Administration IBA in their sustainable environment friendly renewable energy development efforts. This document contains information on project description, requirements, and submissions.

The Consultant shall provide a total design for a Power Purchase agreement or “turnkey” project including details for all necessary equipment, materials, design, for the installation of a utility-interactive photovoltaic system of minimum 500 KW or more at the Main Campus of IBA situated inside the University of Karachi, Karachi.

The consultant should prepare system summary detailing each location/sub-location, applicable equipment/size, predicted system energy production (kWh).

In relations to any building mounted system, the consultant shall evaluate roof conditions and shall design the roof penal system and replace with an integrated PV system. This project shall meet all requirements of this Statement of Work and other specifications included that apply.

5.2. Scope.

The work associated with this proposal includes

- 1 Providing a Basis of Design Report (BODR) for the evaluation and design of new solar system(s) for offsetting existing energy costs and providing a long-term sustainable energy source for the Institute of Business Administration IBA. The Consultant shall prepare a comparative analytic report of Cost Comparison of Owner installed instrument system versus Power Purchase agreement system with prevailing NEPRA / AEDB regulation and based on the actual design.
- 2 The Procuring agency IBA will analyze the benefits and drawbacks of an owner operated solar system versus entering into a power purchase agreement (PPA).

- 3 The BODR will identify any available tariffs and/or grants and will identify any obligations or ramifications associated with each tariff and/or grant.
- 4 The cost analysis will include a system advisory model (SAM) with the input parameters used.
- 5 The consultant will develop drawings and technical specifications for the proposed solar panels and related equipment for the new solar systems along with an environmental and constructability review, and any applicable interconnection fees for each proposed system.

The Consultant must include the following information in its response for:

- A detailed technical description of each proposed solar PV system including basic location diagrams, system designs, and all components.
- Supporting information that includes technical specifications for major equipment components including PV panels and inverters, warranties, and production guarantees.
- Description and specifications of the mounting equipment and installation techniques including how roof warranties will be maintained (for rooftop solar systems) and how any parking mounted solar arrays will be maintained.
- A Consultant shall work out the time line required for execution of the work and shall also work out the required man month hour for monitoring and detailed supervision of the work till up to financial close out of the project.
- Design System electricity output schedule on a monthly basis for the system operation and supporting information directly from a recognized software modeling tool.
 - Projected annual system performance degradation.
 - Sample construction and commissioning schedule.
 - Major inclusions and exclusions in bid.

Solar PV Cost Estimate (Equipment & Installation)

- Cost proposals /Estimate should be made using the requirements defined in this RFP.
- Respondent's pricing for PPA financing shall be all-inclusive of system costs, installation, monitoring, and inverter replacement at the conclusion of the inverter warranty period, and operations & maintenance. Respondent's pricing for a direct purchase shall be all-inclusive of system costs, installation, and monitoring, with annual costs for operations & maintenance.
- All assumptions and forecasts must be documented and explained covering an estimated 20- 25 year transaction.

- Respondent must also include forecasted savings calculations over a 20- 25 year contract term for each of the required sites with documented assumptions, calculations, and forecast methods.

Sample Agreement/ Project Contracts

Sample agreement, site license, and/or other contract documents including all related schedules and addenda must be included for review and evaluation

1. For a PPA transaction
2. For a direct purchase transaction

A sample contract must be included with warranty information and operations and maintenance.

Code Compliance

The design of solar panels, installations and equipment shall comply with applicable building, mechanical, fire, seismic, structural and electrical codes. Only products that are listed, tested, identified, or labeled by Nationally Recognized Testing Laboratory shall be used as components in the project. Non-listed products are only permitted for use as project components when a comparable useable listed component does not exist.

Timelines

The timeline for the consultancy assignment is **3 (three)** Calendar months from the date of approval of the Conceptual plan by the Procuring Agency.

List of Abbreviations and Acronyms

AC	alternate current
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
CDs	compact disks
CM	construction management
CSI	Construction Specifications Institute
DC	direct current
EPA	Environmental Protection Agency
ETL	ETL Testing Laboratories
FM	Factory Manual
IEC	International Electro-technical Commission
IEEE	Institute of Electrical and Electronics Engineers
kWh	kilowatt-hour
kW	kilowatt
kV	Kilovolts
LED	light emitting diode
MDP	main distribution panel
MPPT	maximum power point tracking
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
POA	plane of array
POI	point of interconnection
PV	photovoltaic
QCP	Quality Control Plan
RECs	renewable energy certificates
STC	standard test conditions

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 Sindh Public Procurement Act, thereunder Rules 2010.
- (b) "Procuring Agency PA" means the implementing department which signs the contract
- (c) "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.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing 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 is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

B. 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-G to this Form of Contract, then the Client shall be entitled to:

(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his 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.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

(a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

(a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant 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 Consultant 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 payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

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

3.5 Consultant's Actions Requiring PA's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

(a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PA

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2 Removal and/or Replacement of Personnel

(a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Security

6.2 Lump-Sum Payment

The consultant has to submit bid security and the performance security at the rate mention in SC.

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.3 Contract Price

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.

6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.5 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that 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 specified in the SC

Special Condition of Contract

- Number of
GC Clause Amendments of, and Supplements to, Clauses in the General
Conditions of Contract
- {1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules
2010. amended 2017
- 1.3 The language is English.
- 1.4 The addresses are:
Procuring Agency: INSTITUTE OF BUSINESS ADMINISTRATION
- IBA
Attention: Senior Manager Contracts IBA Karachi
Facsimile:
E-mail: nmalik@iba.edu.pk
Consultant:
Attention:
Facsimile:
E-mail:
- {1.6} {The Member in Charge is [insert name of member]}
- Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.
- 1.7 The Authorized Representatives are:
For the PA: SENIOR MANAGER CONTRACTS
For the Consultant:
- 1.8 The Consultant shall pay all relevant Federal , Provincial or Muncipal taxes including stamp duty and service charges
- 2.2 The date for the commencement of Services is 07 (Seven days) after issuance of the LOA
- 2.3 The time period shall be, 03 (Three Calendar) months after approval of the Conceptual plan by the PA .

{3.5 (c)}

{The other actions are: [insert actions].}

Note: If there are no other actions, delete this Clause SC 3.5 (c).

{3.7 (b)}

Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:

{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.}

{The PA shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

{5.1}

Note: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."

6.1 The consultant shall submit bid security 1% Performance security 5% of contract amount

6.3 The amount in Pak Rupees or in foreign Currency [insert amount].

Payments shall be made according to the following schedule:

(a) Twenty five (25) percent of the Contract Price shall be paid on the submission & approval of conceptual plan by PA.

(b) Thirty five (35) percent of the lump-sum amount shall be paid upon submission of the detailed design & drawing.

(c) Fifteen (15) percent of the lump-sum amount shall be paid upon submission of the Contract bidding documents, specifications and Engineering Estimates.

(d) Twenty-five (25) percent of the completion of Installation and commissioning of the system or One year after Successful Completion report of the design drawing contract.

6.4 Design Delay Penalty :

If the Project is delayed due to the reason attributed to the consultant, design delay penalty shall be imposed @1% of the total contract price per week but maximum 10% of the contract amount

8.2

Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

Appendix A

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

Name of Buyer: Name of Seller/Supplier:

Signature: Signature:

[Seal] [Seal]

CONTRACT

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert PA's name] ("the PA") having its principal place of business at [insert PA's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address].

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

C. Payment Conditions

Payment shall be made in [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

A. Coordinator

The PA designates Mr./Ms. [insert name] as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets

During the course of their work under this Contract the Consultant's

employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance

Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.

11. Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

13. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

14. Design Delay Penalty :

If the Project is delayed due to the reason attributed to the consultant, design delay penalty shall be imposed @1% of the total contract price per week but maximum 10% of the contract amount.

FOR THE PA FOR THE CONSULTANT

Signed by _____ Signed by _____

Title: _____ Title: _____