



REQUEST FOR PROPOSAL (RFP)

Hiring of Consultancy Firm

For

**THIRD PARTY VALIDATION (TPV) OF THE
CONTRACTORS/ FIRMS/ COMPANIES FOR THE
PROJECT “SOLARIZATION OF OTHER
RESIDENCES IN GOR1, LAHORE”**

**PUNJAB ENERGY EFFICIENCY AND CONSERVATION AGENCY,
ENERGY DEPARTMENT, GOVERNMENT OF THE PUNJAB**

**Single Stage Two Envelope
(In-line with PPRA Rules)**

Issued on: 31th July, 2023

**PUNJAB ENERGY EFFICIENCY & CONSERVATION AGENCY, ENERGY
DEPARTMENT, GOVT. OF THE PUNJAB, LAHORE
48-A, Ghalib Road, Block C-II, Gulberg III, Lahore**



TABLE OF CONTENTS

PART I – SELECTION PROCEDURE

Section 1. Instructions to Consultant (ITC)	4
Section 2. ITC Data Sheet (with Evaluation Criteria).....	17
Section 3. Technical Proposal – Forms.....	20
Section 4. Financial Proposal – Forms	34
Section 5. Terms of Reference (TORs).....	47
PART II – DRAFT CONTRACT	54



**PUNJAB ENERGY EFFICIENCY & CONSERVATION
AGENCY (PEECA),
ENERGY DEPARTMENT
GOVERNMENT OF PUNJAB, LAHORE**



**REQUEST FOR PROPOSAL (RFP)
HIRING OF CONSULTANCY FIRM FOR THIRD PARTY VALIDATION (TPV) OF THE
CONTRACTORS/ FIRMS/ COMPANIES FOR THE PROJECT “SOLARIZATION OF
OTHER RESIDENCES IN GOR -I, LAHORE”**

Energy Department Punjab (EDP), through Punjab Energy Efficiency & Conservation Agency (PEECA) intends to “Solarization of other Residences in GOR -I, Lahore”. PEECA now intends to hire of Consultancy Firm for Third Party Validation (TPV) of the Contractors/ Firms/ Companies for the project “Solarization of other Residences in GOR -I, Lahore” and invites eligible well reputed firms/ companies/ Consultants having experience in the relevant field. Tender Documents against a payment of **Rs. 1000/-** (non-refundable) bank draft in the name of **MD, PEECA** from the office of PEECA, Lahore during office hours w. e. f. publication of advertisement.

Single Stage Two Envelope procedure will be adopted and the bids duly marked as Request for Proposal (RFP) should be submitted in the below mentioned address latest by **August 16th, 2023 (02:00 PM)**. The bids shall be opened on the same date at **02:30 PM** in the presence of the bidders or their authorized representatives (having authorization letter) as per PPRA Rules, 2014 (Amended). Further Terms and conditions are mentioned in the tender documents.

MANAGER LEGAL
Punjab Energy Efficiency & Conservation Agency (PEECA),
Energy Department, Government of the Punjab,
48-A C-II, Ghalib Road Gulberg III, Lahore.
Phone: (+92-42) 99268362-3,
(Email: peeca.qu@energy.punjab.gov.pk)



Section 2. Instructions to Consultant (ITC)

Definitions

- (a) “Agreement” means the Agreement signed by the Parties and all the attached documents.
- (b) “Client” means the organization with which the selected Consultant signs the Agreement for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Agreement.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of the Punjab and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- (g) “Instructions to Consultants” means the document which provides Consultants with all information needed to prepare their Proposals.
- (h) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the interested Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.
- (l) “Services” means the work to be performed by the Consultant pursuant to the Agreement.



- (m) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (n) “Sub-Consultant” means any person or entity with whom the Consultant sub agreements any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client 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.
- 1.2 The interested Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.
- 1.3 Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.



**Conflict of
Interest**

1.6 Government of Punjab policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, 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:

**Conflicting
activities**

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and 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, and 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. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting
assignments**

(ii) A 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 Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an



assignment should not be hired for the assignment in question.

Conflicting relationships

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

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

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

Unfair Advantage

1.6.4 If an interested Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all interested Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.



**Fraud and
Corruption**

1.7 The Government of Punjab requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Government of Punjab:

- (b) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a agreement;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a agreement.
- (c) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
- (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Punjab agreement; and
- (e) will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement



performance, and have them audited by auditors appointed by the Government of Punjab.

- 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Punjab in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.
- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal submission form (Section 4).
- Only one Proposal** 1.10 Interested Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- Proposal Validity** 1.11 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request 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 could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility of Sub-Consultants** 1.12 In case a Consultant intends to associate with Consultants or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the RFP
- 2. Clarification and Amendment of RFP Documents** 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants.



Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all 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 Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

When any procurement is required to be made from any state outside Pakistan, the language of that state may also be used in addition to Urdu or English but the original documentation for purposes of record, even in that case, shall be in Urdu or English and the translation in such other language may be used for any other purpose.

In case of conflict, the original documentation on record shall prevail.

- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If interested Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with other consultant Any associations must be clearly indicated in the technical proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.



**Technical
Proposal
Format and
Content**

3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

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



assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

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

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

**Financial
Proposals**

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

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Consultant is subject to payment of any taxes.

3.8 Consultants should express the price of their services in Pakistan Rupees. Prices in other currencies should be converted to Pakistan Rupees using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the Data Sheet.



**4. Submission,
Receipt, and
Opening of
Proposals**

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



- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement 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.
- Evaluation of Technical Proposals**
- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Agreement in accordance with the instructions given under para. 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only for QCBS, and Least-Cost Selection)**
- 5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall



be set so as to allow interested Consultants sufficient time to make arrangements for attending the opening.

- 5.5 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.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of agreement has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 5.7 In case of QCBS, 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.
- 5.8 In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.



- 6. Negotiations**
- 6.1 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 Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- Financial negotiations**
- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. Financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget.
- Availability of Professional staff/experts**
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during agreement 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.



- Conclusion of the negotiations** 6.5 Negotiations will conclude with a review of the draft Agreement. To complete negotiations the Client and the Consultant will initial the agreed Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate an Agreement.
- 7. Award of Agreement** 7.1 After completing negotiations, the Client shall award the Agreement to the selected Consultant and publish details on the Planning & Development Department website and promptly notify all Consultants who have submitted proposals. After Agreement signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality** 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the RFP relating to fraud and corruption.



Instructions to Consultants

Data Sheet

Paragraph Reference	
1.1	Name of the Client: Punjab Energy Efficiency & Conservation Agency (PEECA), Energy Department, Government of the Punjab Method of selection: <u>Quality & Cost Based Selection (QCBS)</u>
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: <u>HIRING OF CONSULTANCY FIRM FOR THIRD PARTY VALIDATION (TPV) OF THE CONTRACTORS/ FIRMS/ COMPANIES FOR THE PROJECT “SOLARIZATION OF OTHER RESIDENCES IN GOR-I, LAHORE”</u>
1.3	A pre-proposal conference will be held: Might be (if needed) The Client’s representative is: Manager Legal, PEECA. Address: 48-A, Block CII, Ghalib Road, Gulberg III, Lahore. Telephone: +92 42 99268362 Fax: +92 42 99268364 E-mail: peeca.qu@energy.Punjab.gov.pk
1.4	The Client will provide all the services as per the Terms of References (TORs) and Scope of Work.
1.6.1 (a)	The Client envisages the need for continuity for downstream work: Yes
1.12	Proposals must remain valid for Ninety (90) days after the submission date, i.e. until: November 15, 2023.
2.1	Clarifications may be requested not later than three (03) days before the submission date. The address for requesting clarifications is: PEECA Office 48-A, Block CII, Ghalib Road, Gulberg III, Lahore. Phone: 042-99268363 Fax: 042-99268364 E-mail: peeca.qu@energy.punjab.gov.pk



Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore



3.1	Proposals shall be submitted in the following language: English
3.3(a)	Shortlisted Consultants may associate with other shortlisted Consultants: No
3.4 (a)	Firms should submit details of four (04) no of assignments completed by the firm on the prescribed Performa attached along with Certificate by the Client / Employer that the work was successfully completed by the consultant.
3.4 (f)	CVs should contain details on Four (04) no of assignments done by the individual in the past. The degrees of the staff be attached with the documents.
3.4 (g)	Training is a specific component of this assignment: No
3.6	Lump sum contract where all the cost regarding the said consultancy will be the responsibility of the consultant.
3.7	Amounts payable by the Client to the Consultant under the agreement to be subject to all local taxation: Yes
3.8	The date of exchange rates is: N/A
4.3	Consultant must submit the <i>one (1)</i> original and <i>one (01)</i> copies and soft copy in USB of the Technical Proposal, and the original of the Financial Proposal separately. Note: “Duly signed and stamped original tender document should be submitted by consulting firm with technical proposal.”
4.5	The Proposal submission address is PEECA office, 48-A, Block CII, Ghalib Road, Gulberg III, Lahore. Proposals must be submitted no later than the following date and time: August 16, 2023 no later than 1400 HRS.
4.6	MANDATORY CRITERIA - PEC, SECP, NTN, PRA, and Non-Blacklisting on Non-Judicial Affidavit Requirements. i. Pakistan Engineering Council (PEC) Registration: Proof of valid registration with PEC for engineering related services. ii. Securities and Exchange Commission of Pakistan (SECP) Registration: Proof of valid registration with SECP for companies providing corporate and financial services. iii. Proof of Firm Registration from the office of registrar of firms. (If Required)



	<p>iv. National Tax Number (NTN): Proof of valid NTN registration with the Federal Board of Revenue (FBR) for tax-related purposes.</p> <p>v. Punjab Revenue Authority (PRA) Registration: Proof of valid registration with PRA for sales tax and/or income tax-related services status active.</p> <p>vi. Non-Blacklisting Certificate: A certificate issued by the relevant authorities confirming that the consultant/bidder/company is not blacklisted or barred from participating in public procurement processes.</p> <p>vii. Please note that failure to provide any of the above-mentioned documents may result in disqualification from the evaluation process.</p> <p><i>Note: All consultants, bidders, and companies are required to attach the aforementioned documents as separate annexes to their proposal submission. The documents should be valid and up-to-date at the time of submission.</i></p>																														
<p>5.2 (a)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <p>(A1) Company Profile: Points [100]</p> <table border="1" data-bbox="432 987 1398 1205"> <tr> <td>a</td> <td>Number of similar assignments (04)</td> <td>40</td> </tr> <tr> <td>b</td> <td>Value of similar assignments (04)</td> <td>40</td> </tr> <tr> <td>c</td> <td>Financial Capability (Provide Last 3 years 2020-21,2021-22,2022-23 Turnover supported by Audited statements)</td> <td>10</td> </tr> <tr> <td>d</td> <td>Availability of Certificate Quality Management System in the relevant category</td> <td>10</td> </tr> </table> <p style="text-align: right;">Total = A₁</p> <p>(A2) Project Team: (To be evaluated as per Details Qualifications and Experience given in TORs Points [100]</p> <table border="1" data-bbox="432 1464 1442 1621"> <tr> <td>i.</td> <td>Team Leader / Solar Expert (01)</td> <td>20</td> </tr> <tr> <td>ii.</td> <td>Electrical Engineer (10)</td> <td>35</td> </tr> <tr> <td>iii.</td> <td>Civil Engineers (02)</td> <td>10</td> </tr> <tr> <td>iv.</td> <td>Diploma holders DAE's (10)</td> <td>35</td> </tr> </table> <p style="text-align: right;">Total = A₂</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant score:</p> <table data-bbox="491 1906 1398 2002"> <tr> <td>1) Education and qualifications</td> <td>[25]</td> </tr> <tr> <td>2) Relevant background</td> <td>[70]</td> </tr> <tr> <td>3) Time with firm</td> <td>[5]</td> </tr> </table>	a	Number of similar assignments (04)	40	b	Value of similar assignments (04)	40	c	Financial Capability (Provide Last 3 years 2020-21,2021-22,2022-23 Turnover supported by Audited statements)	10	d	Availability of Certificate Quality Management System in the relevant category	10	i.	Team Leader / Solar Expert (01)	20	ii.	Electrical Engineer (10)	35	iii.	Civil Engineers (02)	10	iv.	Diploma holders DAE's (10)	35	1) Education and qualifications	[25]	2) Relevant background	[70]	3) Time with firm	[5]
a	Number of similar assignments (04)	40																													
b	Value of similar assignments (04)	40																													
c	Financial Capability (Provide Last 3 years 2020-21,2021-22,2022-23 Turnover supported by Audited statements)	10																													
d	Availability of Certificate Quality Management System in the relevant category	10																													
i.	Team Leader / Solar Expert (01)	20																													
ii.	Electrical Engineer (10)	35																													
iii.	Civil Engineers (02)	10																													
iv.	Diploma holders DAE's (10)	35																													
1) Education and qualifications	[25]																														
2) Relevant background	[70]																														
3) Time with firm	[5]																														



	<p style="text-align: right;">Total score: $\overline{100}$</p> <p>(A3) Approach & Methodology: [100]</p> <p>a) Understanding & Innovativeness [40]</p> <p>b) Methodology & Work plan [60]</p> <p style="text-align: right;">$\overline{\text{Total} = A_3}$</p> <p style="text-align: center;">Technical Score* = $\frac{A_1[40]}{100} + \frac{A_2[40]}{100} + \frac{A_3[20]}{100}$</p> <p>The minimum Technical Score (TS) required to pass is: 65 Points Note: Applicants must score at least 50 % in each category (A1,A2,A3).</p>
	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical (T) and Financial Proposals (F) are: $T = 0.80$ and $F = 0.20$</p> <p>Marks Distribution :</p> <p>Clause 5.2 (a) Sub clause (i)</p> <p>(a) Number of similar assignments (04*10 = 40)</p> <p>i. Each Assignment should be equal to capacity of 500 KW or Above. If low capacity assignment marks given as per the following formula : Capacity Provided = $CP/500kw*10$</p> <p>ii. Note: WORK ORDER and Completion Certificate on Client Letter Head should be attached otherwise no marks will be given.</p> <p>(b) Value of similar assignments (04*10 = 40)</p> <p>i. Minimum value of Each Assignment equal to 75 Million or above. If value of assignment below 75 Million following marking formula will be used: Value of Assignment : $VA/75M*10$</p>
6.1	Expected date and address for agreement negotiations: September 2023.
7.2	Expected date for commencement of consulting services: After the signing of 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 and number of pages recommended.

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



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

Location: _____ Date _____

To:

**Managing Director
PEECA**

Dear Sir,

We, the undersigned, offer to provide the consulting services for **“THIRD PARTY VALIDATION (TPV) OF THE CONTRACTORS/ FIRMS/ COMPANIES FOR THE PROJECT “SOLARIZATION OF OTHER RESIDENCES IN GOR-I, LAHORE”** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 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 Agreement 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 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”]



2 [Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

1. Firm Background:
2. Chief Executive Officer:
3. Board of Directors / Partners.
4. Departmental Structure of the Firm
5. Organogram

A-I

1. Whether your Firm is ISO Certified? If so provide a copy of ISO Certification.
2. Firms Quality Management System. How does your firm maintain quality at every step of consultancy assignment? Provide your firm's quality management mechanism in descriptive form.



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 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 maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Cost of the Project
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	1- Total Value of the Consultancy Agreement. 2- Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	N ^o of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment	
1. Firms Name: 2. Certificate by the Client / Employer that the work was successfully completed by the consultant.	



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

A - On the Terms of Reference

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



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



B - On Counterpart Staff and Facilities

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



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

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

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

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

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

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



FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned



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

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____

2. **Name of Firm** [Insert name of firm proposing the staff]: _____

3. **Name of Staff** [Insert full name]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **CNIC No (if Pakistani):** _____ **or Passport No:** _____

6. **Education:**

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

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

8. **Other Training** [Indicate significant training since degrees under 6 - Education were obtained]: _____

9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

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



11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

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

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

- 1) **Name of assignment or project & Location:** _____ **Cost of Project** _____
Date of Start _____ Date of Completion _____
Actual Time Spent on the Project: _____ in months.
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

- 2) **Name of assignment or project & Location:** _____ **Cost of project** _____
Date of Start _____ Date of Completion _____
Actual Time Spent on the Project: _____ in months.
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____



<p>3) Name of assignment or project & Location: _____ Cost of Project _____</p> <p>Date of Start _____ Date of Completion _____</p> <p>Actual Time Spent on the Project: _____ in months.</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> <p>4) Name of assignment or project & Location: _____ Cost of project _____</p> <p>Date of Start _____ Date of Completion _____</p> <p>Actual Time Spent on the Project: _____ in months.</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> <p>5) Name of assignment or project & Location: _____ Cost of project _____</p> <p>Date of Start _____ Date of Completion _____</p> <p>Actual Time Spent on the Project: _____ in months.</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--

13. Certification:

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

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

Full name of authorized representative: _____



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



FORM TECH-7 STAFFING SCHEDULE¹



Full time input
Part time input

Year: _____		8. Staff input (in the form of a bar chart) ²												9. Total staff-month input		
7. N ^o	Name of Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total
		Local														
1		[Home]														
		[Field]														
2																
3																
N																
												Subtotal				
												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 field work.
- 3 Field work 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											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

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



Section 4: Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted 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.

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates



FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Managing Director
PEECA

Dear Sir,

We, the undersigned, offer to provide the consulting services for **“THIRD PARTY VALIDATION (TPV) OF THE CONTRACTORS/ FIRMS/ COMPANIES FOR THE PROJECT “SOLARIZATION OF OTHER RESIDENCES IN GOR-I, LAHORE”** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____



FORM FIN-2 SUMMARY OF COSTS

Items	Costs (Inclusive of all Applicable Taxes)
	PKR Rupees
Total Costs of Financial Proposal ¹	

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



1

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹



Group of Activities (Phase): ²	Description: ³	
	Costs	
Cost component	[Indicate Foreign Currency # 1] ⁴	Pak Rupees
Remuneration ⁵		
Reimbursable Expenses ⁵		
Subtotals		

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

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



FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____					
Name ₂	Position ₃	Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Foreign Currency # 1] ⁶	Pak Rupees
Foreign Staff					
		[Home]			
		[Field]			
Local Staff					
		[Home]			
		[Field]			
Total Costs					

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.



FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

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

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



FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES¹

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____						
N ^o	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # I] ⁴	Pak Rupees
	Per diem allowances	Day				
	International flights ⁵	Trip				
	Miscellaneous travel expenses	Trip				
	Communication costs between [Insert place] and [Insert place]					
	Drafting, reproduction of reports					
	Equipment, instruments, materials, supplies, etc.					
	Shipment of personal effects	Trip				
	Use of computers, software					
	Laboratory tests.					
	Subagreements					
	Local transportation costs					
	Office rent, clerical assistance					
	Training of the Client's personnel ⁶					
Total Costs						

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR



FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N ^o	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subagreements		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

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



Appendix

Financial Negotiations - Breakdown of Remuneration Rates

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

1. Review of Remuneration Rates

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

1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

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

(iv) Cost of Leave



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

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

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

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the agreement. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

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

(vii)

Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii)

Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in Pakistani currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.



¹ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

2. Reimbursable expenses

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

3. Government of Punjab Guarantee

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



Sample Form

Consulting Firm:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____



Consultant's Representations Regarding Costs and Charges

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

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

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



Section 5. TERMS OF REFERENCE (TORs)

HIRING OF CONSULTANCY FIRM FOR THIRD PARTY VALIDATION (TPV) OF THE CONTRACTORS/ FIRMS/ COMPANIES FOR THE PROJECT “SOLARIZATION OF OTHER RESIDENCES IN GOR-I, LAHORE”

1. **Introduction**

Punjab Energy Efficiency and Conservation (PEECA) was set up under the administrative control of the Energy Department, Government of the Punjab (GoPb) to implement the Energy Efficiency and Conservation Program (“EE & CP”)

Energy efficiency is widely recognized as the most fundamental short-run imperative for rapid, ambitious and cost-effective climate change mitigation. As a matter of fact, improved efficiency is the most cost-effective, least-polluting and readily-available energy resource. Punjab is the most populous province of Pakistan and is experiencing rapid urbanization. The recent energy crisis being faced by Pakistan necessitates efficient management of both the supply and demand side.

PEECA requires consultancy services for Third Party Validation (TPV) for Solarization of Other Residences in GOR-I, Lahore.

2. **Brief Background**

Solarization will promote renewable energy generation, which will be critical in reducing the demand and stress on expansion of energy supplies and on the environment. It will help make buildings more energy self-reliant and will reduce the demand supply gap through demand side management and help achieve Sustainable Development Goal of doubling the rate of energy efficiency improvement.

3. **Objectives of Third Party Validation (TPV)**

Punjab Energy Efficiency Conservation Agency (PEECA) intends to “**Solarization of Other Residences in GOR-I, Lahore**”

The main objective of (TPV) is given as below:

- To take an objective view through an independent professional team of experts.
- To achieve transparency through third-party validation.
- Efficient/Professional analysis, appraisal, examination, vetting of the project concept/design implementation and other technical aspects as per the scope of work.
- Physical verification of the solar equipment and civil/mechanical/electrical works of the project.



- Ensure that the civil, mechanical and electrical works/activities are strictly in accordance with specifications and terms of the contract agreement.
- Monitor and review of quantity and quality of the solar equipment and civil/mechanical/allied works of the project.
- To certify that all contractual obligations and procedural formalities have been completed in all respects for the implementation of the project as per the scope of work.
- Review the operation and commissioning of the project.
- Verification of invoices submitted by the contractors/firms after the successful completion.

4. Scope, Duties and Responsibilities of Consultant:

The duties and responsibilities of Consultant for Multiple Solarization Projects in Punjab,

STEP-I

Site Inspection

The Consultant will visit and take an overview of the site to get familiar with the Client's requirement. The consulting firm shall collect all the relevant data for client, beneficiary office and DISCOs essential to carry out project activities.

STEP-II

Review of Design / Drawings, Quality Assurance/Post-Supply Inspection

The Consulting Firm will exercise due diligence in performing their services aimed at achieving economical, quality assurance and sound implementation of the Project. After the award of Contract, a team shall be organized, to ensure the availability of the highest level of expertise for project management, supervision of design and site supervision during installation of the Project. For day-to-day contact and effective liaison with the Client and proper project handling, the Consulting Firm will designate a Project Manager. The Project Manager will be having extensive related experience; he will be the contact point for any senior level interface with the Client and will also coordinate with the team of the Consulting Firm and Contractor for proper and timely completion of the project.

a) Review of Design / Drawings

The Consulting Firm will examine and approve Contractor's drawings, documents and other information prepared for the execution of the Project to ensure:

- Compliance with the Contract and Specifications
- Adherence to the applicable Codes and Standards

And will review all documents defining and describing the major equipment and works for the entire Project with regard to:

- Technical acceptability and completeness



- Functional, operational and safety requirements
- Reliability and ease of maintenance

b) Post-Supply Inspection

- Visual Inspection of components
- Supervision of Lab tests of components
- Submission of consolidated report

STEP-III

Installation Supervision

- Site supervision services will cover:
- Supervision during installation of M&E Equipment and civil structure
- Supervision of commissioning and performance of test

STEP-IV

Post Installation Supervision

After the System Installation, performance and operation of the system will be inspected by the consultant firm in an organized manner.

Detailed steps are discussed below:

Field Inspection

“Solarization of other Residences in GOR-I, Lahore”

After the preliminary inspection a detailed inspection of all the system components will be carried out including PV panels, inverter, combiner boxes and cabling. Also system data logging will be properly checked.

The field inspection will include the following steps:

Field Inspection of System

- a) The consulting firm will check that PV modules are physically installed as per plans (number and layout) and also get support of modern computer tools and simulations for azimuth and panel structure design/directions.
- b) Trees and plants will not grow tall enough to shade array and affect its energy yield
- c) The consultants will check that the lands are secure.
- d) String fuses or circuit breakers are DC-rated and not larger than module fuse rating
- e) The consultants will check that the modules are in good condition i.e. not broken glass or cells, no discoloration, frames are not damaged.
- f) Module connectors should be tight and secure
- g) Wire and conduit sizes installed per order
- h) Wiring is installed with shortest distance from PV panels to inverter



- i) Wiring is neat and secure
- j) Wiring is not readily accessible
- k) Conduit/channels supported properly
- l) No potential damage to wire through equipment or other is permissible
- m) PV module frame are properly grounded with dedicated grounding conductor
- n) Proper grounding of all other metallic surfaces that might possibly become energized (conduit, combiner boxes, disconnect enclosures, etc.)
- o) Dissimilar metals are electrically isolated to avoid galvanic corrosion
- p) Aluminum is not placed in direct contact with iron or other metal.
- q) All mounting structures/frames and metallic components, nuts and bolts may be galvanized
- r) In addition wiring, piping, conduit, fixtures, junction boxes, distribution boxes and related accessories should be IEC standards compliant
- s) Effective washing system should be installed
- u) Proper installation for Net metering equipment should be made and approved by concerned DISCO
- o Field Inspection for System Labelling
 - a) All equipment and parts are labelled as required as per engineering diagram provided by the vendor
 - b) Breakers are properly labelled
 - c) Wires are properly labelled
 - d) Outdoor labels are designed to withstand as per external environment
 - e) Wiring diagram may be furnished on the distribution board

CONSULTANT FIRM FEE:

The Consultant fee will be on lump sum basis (Fixed price). Payments will be linked with the contractors deliverables. All payments made to the Consultant firm shall be inclusive of all applicable taxes.

Sr. #	Payment Milestone/Deliverables/ Deliverables	Percentage
1.	On validation and verification of Survey & Design Approval for “Solarization of other Residences in GOR-I, Lahore”	10%
2.	On validation and verification of Site Preparation (Clearance of Roof, Civil work for PV Mounting Structure) for “Solarization of Lahore High Court” “Solarization of other Residences in GOR-I, Lahore”	10%
3.	On validation and verification of submission of Purchase Order and Shipping Documents of PV Modules for “Solarization of other Residences in GOR-I, Lahore”	10%



4.	On validation and verification of submission of Purchase Order and Shipping Documents of Inverters for “ Solarization of other Residences in GOR-I, Lahore ”	10%
5.	On validation and verification of Delivery of Solar Modules at Site and submission of approved sample test reports for “ Solarization of other Residences in GOR-I, Lahore ”	10%
6.	On validation and verification of Delivery and Installation of PV Mounting Structure for “ Solarization of other Residences in GOR-I, Lahore ”	10%
7.	On validation and verification of Delivery of Inverters, AC Cables and Allied Accessories for “ Solarization of other Residences in GOR-I, Lahore ”	10%
8.	On validation and verification of complete installation and Commissioning including security cameras on site; real time as well as online monitoring access for “ Solarization of other Residences in GOR-I, Lahore ”	10%
9.	On validation and verification of rectification of punch list for “ Solarization of other Residences in GOR-I, Lahore ”	10%
10.	On validation and verification upon installation of Bi-Directional Meter, submission of Net Metering Application of all sites to DISCO as per NEPRA rules, submission of Final Report after successful completion of the Project and upon submission of Performance Security against O&M for “ Solarization of other Residences in GOR-I, Lahore ”	10%
Total		100%

Note: Payments will be triggered after the completion of deliverables as per detailed scope of work.

Role of the Client

PEECA shall try to facilitate access to the record in related departments for the completion of the assignment. No lodging, boarding and logistics will be provided by the Client.

Time Duration

The Consultant Firm will be required to complete all activities related to the required deliverables as prescribed by the Client. The duration of the Assignment of the Consultant shall start from the date of signing of contract agreement and duration of this assignment linked with the contractors deliverable.

Estimated Cost

The estimated cost regarding the said consultancy is **PKR 05 Million** inclusive of all applicable taxes.

Qualification of Key-Staff



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



The key personnel required for the consultancy services are:

S #	Personnel	No's	Qualification
1	Team Leader / Solar Expert	01	At least Graduate Mechatronic/Electrical Engineer, with minimum 10 years experience in relevant field. Must have worked at executive position in public or private sector organizations and fully conversant with the power sector procedures and laws in Pakistan /Punjab. Experience for Optimizing execution and operational costs during implementation phase of the project.
2	Electrical Engineer	10	At least Graduate Mechatronics/ Electrical Engineer with minimum 5 years experience of solar power plants, preferably PV plants. Experience in development of BOQ for execution of solar projects, Preparation/review of de- sign/drawings, Conducting post installation testing & commissioning of the so- lar systems, Post-shipment inspection of the solar equipment, Application of quality assurance/ control protocols.
3	Civil Engineer	02	At least Graduate Civil Engineer with minimum 5 years' experience in the relevant fields with experience in design, installation, inspection and commissioning
4	Technicians	10	Diploma in Civil / Electrical / Mechanical engineering with minimum 3-years' experience on solar PV installation and commisioning



PART II

DRAFT CONTRACT



CONTRACT

Consultant's Services

LUMP-SUM



Contents

I. Form of Contract	
II. General Conditions of Cont.....	
1. General Provisions.....	
1.1 Definitions.....	
1.2 Law Governing Contract.....	
1.3 Language.....	
1.4 Notices	
1.5 Location	
1.6 Authority of Member in Charge	
1.7 Authorized Representatives	
1.8 Taxes and Duties.....	
1.9 Fraud and Corruption.....	
2. Commencement, Completion, Modification and Termination of Contract.....	
2.1 Effectiveness of Contract.....	
2.2 Commencement of Services	
2.3 Expiration of Contract.....	
2.4 Modifications or Variations	
2.5 Force Majeure	
2.6 Termination.....	
3. Obligations of the Consultant	
3.1 General.....	
3.2 Conflict of Interests.....	
3.3 Confidentiality	
3.4 Insurance to be Taken Out by the Consultant.....	
3.5 Consultant's Actions Requiring Client's Prior Approval	
3.6 Reporting Obligations.....	
3.7 Documents Prepared by the Consultant to be the Property of the Client	
3.8 Accounting, Inspection and Auditing	
4. Consultant's Personnel.....	
4.1 Description of Personnel.....	
4.2 Removal and/or Replacement of Personnel.....	
5. Obligations of the Client.....	
5.1 Assistance and Exemptions.....	
5.2 Change in the Applicable Law Related to Taxes and Duties.....	
5.3 Services and Facilities.....	



6. Payments to the Consultant.....

6.1 Lump-Sum Payment

6.2 Contract Price.....

6.3 Payment for Additional Services

6.4 Terms and Conditions of Payment.....

6.5 Indemnity

6.5 Penalties

 6.6 Indemnity

7. Good Faith

 7.1 Good Faith.....

8. Settlement Of Disputes

8.1 Amicable Settlement.....

8.2 Dispute Resolution.....

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements.....

Appendix C - Key Personnel and Sub-Consultants

Appendix D – Services and Facilities Provided by the Client.....



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



CONTRACT FOR CONSULTANTS' SERVICES

LUMP-SUM

BETWEEN

PUNJAB ENERGY EFFICIENCY AND CONSERVATION AGENCY
(The Client)

AND

[_____]

(The Consultant)

Dated: [_____] 2023



Contract

(ON LUMP-SUM BASIS)

This CONTRACT (hereinafter called the “**Contract**”) is entered into on _____ of June, 2023, between Punjab Energy Efficiency and Conservation Agency (PEECA) (hereinafter called the “**Client**”) and _____ (hereinafter called the “**Consultant**”).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of Services;
 - Appendix B: Reporting Requirements;
 - Appendix C: Key Personnel and Sub-Consultants;
 - Appendix D: Services and Facilities Provided by the Client.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in this Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of this Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of this Contract.



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

For and on behalf of

Punjab Energy Efficiency and Conservation Agency (PEECA)

Signature: _____

Name: Ms. Marium Khalid

Title: _____

For and on behalf of

The Consultant

Signature: _____

Name: _____

Title: _____

Witnesses:

1. _____

2. _____



II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of the Client’s country.
- (i) “Local Currency” means the currency of the Client’s country.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (k) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.



(m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(o) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(p) “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 has been 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 Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. Payments made to the authorized entity specified in the SC shall be deemed to have been made to all the Members forming part of the



joint venture/consortium/association and no claim shall be made to the Client in this regard.

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 Client 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 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

If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has/have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.2.

1.9.1 Definitions

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹;
- (ii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party²;
- (iii) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party³;

¹A "party" refers to a participant in the selection process or contract execution.

²"Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

³"Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes staff and employees of other organizations taking or reviewing procurement decisions.



- (iv) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁴;
- 1.9.2 Measures to be Taken** will prohibit/impose restriction on the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;
- 1.9.3 Commissions and Fees** The Client will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

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**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s

⁴A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.



performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

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 proportionately for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. The Consultant shall be liable to carry out the part of the Services which remain unaffected from the Event 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.

2.6 Termination

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

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing in its sole discretion;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;



- (d) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to 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 Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2, and sixty (60) calendar days' in the case of the event referred to in (d) below:

- (a) If the Client fails to pay any money due to the Consultants for the Services rendered under the Contract which payment is not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) working days after receiving written notice from the Consultant that such payment is overdue. If the undisputed payment is made during the said period the Consultant shall not be entitled to terminate the Contract;
- (b) If, as the result of Force Majeure, the Consultants is/are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof;
- (d) If the Consultant, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client 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 (d), 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. In the event that the Consultant fails to adhere to these quality standards, the Consultant shall incur a penalty as provided for under Clause 6.5.

The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

The Consultant shall be responsible for all the acts and deeds of the Sub-Consultants. The Client shall have no obligations under the Contract towards the Sub-Consultants and/or the third parties for any claim or demand arising out of the Services and/or this Contract.

- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- 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 Client, the Consultants, their Sub-Consultants (if any) 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 Consultants, their Sub-Consultants (if any) and the personnel make public the recommendations formulated in the course of, or as a result of, the Services. All the information, data and documents shared with the Consultants shall be sole property of the Client.
- 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 Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client'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. The said sub-contract shall be based on the terms and conditions of this Contract,
 - (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 Client the reports and documents specified in Appendix B 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 Client**
- (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 Client, and the Consultant shall, not later than upon termination or expiration of this



Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

- (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 Client and/or persons appointed by the Client to inspect its accounts and records relating to the performance of the Contract (subject to issuance by the Client of a prior written notice of seven calendar days to the Consultant) and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client (at the cost and expense of the Consultant). 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 Client'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 Client'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 Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree or require, 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 or if the replacement is demanded by the



Client due to its dissatisfaction with the said Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications to the satisfaction of the Client within the period of thirty days or such earlier time as required by the Client. Prior to appointing any replacement, the profile of such Personnel shall be shared with the Client.

- (b) If the Client 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 Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client within the period notified by the Client.
- (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 CLIENT

- 5.1 Assistance and Exemptions** The Client 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 Client may make available free of charge to the Consultant the Services and Facilities listed under Appendix D, if applicable.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is a fixed lump-sum amount covering all costs (and inclusive of all taxes and levies) 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. However, if the taxes are reduced then the Contract Price shall be reduced accordingly, and the benefit of such reduction is passed on to the Client.

- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 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 E and F, as applicable.
- 6.4 Terms and Conditions of Payment** Payments will be made to the designated 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 Client 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 Client specifying the amount due.
- 6.5 Penalties** The Consultant is, at all times, and expected to adhere to the quality standards as provided for in Clause 3.1.1. In the event that the Consultant fails to observe and or meet the quality standards as determined by the Client, it shall incur a penalty of 5 % of the total Contract Price.
- 6.6 Indemnity** The Consultant shall fully indemnify the Client for all its acts and omissions and for non-performance and/or delayed or incomplete deliverables under this Contract. The Client's total liability under this Contract shall not exceed the Contract Price and the Client shall not be responsible for any indirect claims or damages including consequential damages.

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.



III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	The words “in the Government’s country” are amended to read in “ in Pakistan ”
1.3	The language is English
1.4	The addresses are: Client: Punjab Energy Efficiency and Conservation Agency Attention: Ms. Marium Khalid, Manager Legal E-mail: peeca.ml@energy.punjab.gov.pk Telephone: 042-99268362-3 Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____



{1.6}	Not Applicable
1.7	The Authorized Representatives are: For the Client: Ms. Marium Khalid, Manager Legal For the Consultant _____
1.8	All the payments under the Contract shall be inclusive of all taxes.
{2.1}	The Effective Date is the signing date of the Contract
2.2	The date for the commencement of the Services is the date of signing of the Contract.
2.3	The Maximum time period shall be one year from the date of signing of the Contract
3.4	N/A
{3.7 (b)}	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
{5.1}	Facilitate in coordination of meetings with line departments and site visits.
6.2(a)	N/A
6.2(b)	The amount in local currency is PKR _____/-



6.4	Payment Milestone/Deliverables/ Deliverables		Percentage
	1.	On validation and verification of Survey & Design Approval for “Solarization of other Residences in GOR-I, Lahore”	10%
	2.	On validation and verification of Site Preparation (Clearance of Roof, Civil work for PV Mounting Structure) for “Solarization of Lahore High Court” “Solarization of other Residences in GOR-I, Lahore”	10%
	3.	On validation and verification of submission of Purchase Order and Shipping Documents of PV Modules for “Solarization of other Residences in GOR-I, Lahore”	10%
	4.	On validation and verification of submission of Purchase Order and Shipping Documents of Inverters for “Solarization of other Residences in GOR-I, Lahore”	10%
	5.	On validation and verification of Delivery of Solar Modules at Site and submission of approved sample test reports for “Solarization of other Residences in GOR-I, Lahore”	10%
	6.	On validation and verification of Delivery and Installation of PV Mounting Structure for “Solarization of other Residences in GOR-I, Lahore”	10%
	7.	On validation and verification of Delivery of Inverters, AC Cables and Allied Accessories for “Solarization of other Residences in GOR-I, Lahore”	10%
	8.	On validation and verification of complete installation and Commissioning including security cameras on site; real time as well as online monitoring access for “Solarization of other Residences in GOR-I, Lahore”	10%
	9.	On validation and verification of rectification of punch list for “Solarization of other Residences in GOR-I, Lahore”	10%
	10.	On validation and verification upon installation of Bi-Directional Meter, submission of Net Metering Application of all sites to DISCO as per NEPRA rules, submission of Final Report after successful completion of the Project and upon submission of Performance Security against O&M for “Solarization of other Residences in GOR-I, Lahore”	10%
	Total		100%
<p>Note: Payment Terms can be revised at the time of signing of Contract with the mutual consent of both the parties (Client & selected Consultant)</p>			



6.5	The interest rate is: N/A
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>If the disputes are not settled by the Parties amicably as stated above then each Party shall have the right to appoint its own arbitrator, who shall jointly nominate an Umpire. The decision of the majority of the arbitrators shall be final and binding on the Parties, and shall not be challenged. The arbitration shall be conducted under the Arbitration Act, 1940.</p> <p>The language of arbitration proceedings shall be English and the seat of arbitration shall be Lahore.</p> <p>Each Party shall bear its own cost of arbitration unless otherwise provided in the Award.</p>

**IV. Appendices
Appendix A**



TERMS OF REFERENCE (TORs)

HIRING OF CONSULTANCY FIRM FOR THIRD PARTY VALIDATION (TPV) OF THE CONTRACTORS/ FIRMS/ COMPANIES FOR THE PROJECT “SOLARIZATION OF OTHER RESIDENCES IN GOR-I, LAHORE”

3. Introduction

The Government of the Punjab through Punjab Energy Efficiency & Conservation (Program) aims to enforce policies/standards on provincial level to meet the objectives that are in synchrony with the Federal Energy Efficiency & Conservation (EE&C) objectives.

Energy efficiency is widely recognized as the most fundamental short-run imperative for rapid, ambitious and cost-effective climate change mitigation. As a matter of fact, improved efficiency is the most cost-effective, least-polluting and readily-available energy resource. The recent energy crisis being faced by Pakistan necessitates efficient management of both the supply and the demand side.

4. Brief Background

Solarization will promote renewable energy generation, which will be critical in reducing the demand and stress on expansion of energy supplies and on the environment. It will help make buildings more energy self-reliance and will reduce the demand supply gap through demand side management and help achieve Sustainable Development Goal of doubling the rate of energy efficiency improvement.

5. Objectives of Third Party Validation (TPV)

Punjab Energy Efficiency Conservation Agency (PEECA) intends to “**Solarization of other Residences in GOR-I, Lahore**”

The main objective of (TPV) is given as below:

6. Objectives of Third Party Validation (TPV)

Punjab Energy Efficiency Conservation Agency (PEECA) intends to “**Solarization of other Residences in GOR-I, Lahore**”



The main objective of (TPV) is given as below:

- To take an objective view through an independent professional team of experts.
- To achieve transparency through third-party validation.
- Efficient/Professional analysis, appraisal, examination, vetting of the project concept/design implementation and other technical aspects as per the scope of work.
- Physical verification of the solar equipment and civil/mechanical/electrical works of the project.
- Ensure that the civil, mechanical and electrical works/activities are strictly in accordance with specifications and terms of the contract agreement.
- Monitor and review of quantity and quality of the solar equipment and civil/mechanical/allied works of the project.
- To certify that all contractual obligations and procedural formalities have been completed in all respects for the implementation of the project as per the scope of work.
- Review the operation and commissioning of the project.
- Verification of invoices submitted by the contractors/firms after the successful completion.

7. Scope, Duties and Responsibilities of Consultant:

The duties and responsibilities of Consultant for Solarization of other Residences in GOR-I, Lahore.

STEP-I

Site Inspection

The Consultant will visit and take an overview of the site to get familiar with the Client's requirement. The consulting firm shall collect all the relevant data for client, beneficiary office and DISCOs essential to carry out project activities.

STEP-II

Review of Design / Drawings, Quality Assurance/Post-Shipment Inspection

The Consulting Firm will exercise due diligence in performing their services aimed at achieving economical, quality assurance and sound implementation of the Project. After the award of Contract, a team shall be organized, to ensure the availability of the highest level of expertise for project management, supervision of design and site supervision during installation of the Project. For day-to-day contact and effective liaison with the Client and proper project handling, the Consulting Firm will designate a Project Manager. The Project Manager will be having extensive related experience; he will be the contact point for any senior level interface with the Client and will also coordinate with the team of the Consulting Firm and Contractor for proper and timely completion of the project.

a) Review of Design / Drawings

The Consulting Firm will examine and approve Contractor's drawings, documents and other information prepared for the execution of the Project to ensure:

- Compliance with the Contract and Specifications



- Adherence to the applicable Codes and Standards

And will review all documents defining and describing the major equipment and works for the entire Project with regard to:

- Technical acceptability and completeness
- Functional, operational and safety requirements
- Reliability and ease of maintenance

b) Post-Shipment Inspection

- Visual Inspection of components
- Supervision of Lab tests of components
- Submission of consolidated report

STEP-III

Installation Supervision

-Site supervision services will cover:

- Supervision during installation of M&E Equipment and civil structure
- Supervision of commissioning and performance of test

STEP-IV

Post Installation Supervision

After the System Installation, performance and operation of the system will be inspected by the consultant firm in an organized manner.

Detailed steps are discussed below:

Field Inspection

“Solarization of other Residences in GOR-I, Lahore”

After the preliminary inspection a detailed inspection of all the system components will be carried out including PV panels, inverter, combiner boxes and cabling. Also system data logging will be properly checked.

The field inspection will include the following steps:

Field Inspection of System

- a) The consulting firm will check that PV modules are physically installed as per plans (number and layout) and also get support of modern computer tools and simulations for azimuth and panel structure design/directions.
- b) Trees and plants will not grow tall enough to shade array and affect its energy yield
- c) The consultants will check that the lands are secure.
- d) String fuses or circuit breakers are DC-rated and not larger than module fuse rating
- e) The consultants will check that the modules are in good condition i.e. not broken glass or cells, no discoloration, frames are not damaged.
- f) Module connectors should be tight and secure
- g) Wire and conduit sizes installed per order
- h) Wiring is installed with shortest distance from PV panels to inverter
- i) Wiring is neat and secure
- j) Wiring is not readily accessible
- k) Conduit/channels supported properly



- l) No potential damage to wire through equipment or other is permissible
- m) PV module frame are properly grounded with dedicated grounding conductor
- n) Proper grounding of all other metallic surfaces that might possibly become energized (conduit, combiner boxes, disconnect enclosures, etc.)
- o) Dissimilar metals are electrically isolated to avoid galvanic corrosion
- p) Aluminum is not placed in direct contact with iron or other metal.
- q) All mounting structures/frames and metallic components, nuts and bolts may be galvanized
- r) In addition wiring, piping, conduit, fixtures, junction boxes, distribution boxes and related accessories should be IEC standards compliant
- s) Effective washing system should be installed
- u) Proper installation for Net metering equipment should be made and approved by concerned DISCO
- o Field Inspection for System Labelling
 - a) All equipment and parts are labelled as required as per engineering diagram provided by the vendor
 - b) Breakers are properly labelled
 - c) Wires are properly labelled
 - d) Outdoor labels are designed to withstand as per external environment
 - e) Wiring diagram may be furnished on the distribution board

CONSULTANT FIRM FEE:

The Consultant fee will be on lump sum basis (Fixed price). Payments will be linked with Contractors deliverables. All payments made to the Consultant firm shall be inclusive of all applicable taxes.

Sr. #	Payment Milestone/Deliverables/ Deliverables	Percentage
1.	On validation and verification of Survey & Design Approval for “Solarization of other Residences in GOR-I, Lahore”	10%
2.	On validation and verification of Site Preparation (Clearance of Roof, Civil work for PV Mounting Structure) for “Solarization of Lahore High Court” “Solarization of other Residences in GOR-I, Lahore”	10%
3.	On validation and verification of submission of Purchase Order and Shipping Documents of PV Modules for “Solarization of other Residences in GOR-I, Lahore”	10%
4.	On validation and verification of submission of Purchase Order and Shipping Documents of Inverters for “Solarization of other Residences in GOR-I, Lahore”	10%



5.	On validation and verification of Delivery of Solar Modules at Site and submission of approved sample test reports for “ Solarization of other Residences in GOR-I, Lahore ”	10%
6.	On validation and verification of Delivery and Installation of PV Mounting Structure for “ Solarization of other Residences in GOR-I, Lahore ”	10%
7.	On validation and verification of Delivery of Inverters, AC Cables and Allied Accessories for “ Solarization of other Residences in GOR-I, Lahore ”	10%
8.	On validation and verification of complete installation and Commissioning including security cameras on site; real time as well as online monitoring access for “ Solarization of other Residences in GOR-I, Lahore ”	10%
9.	On validation and verification of rectification of punch list for “ Solarization of other Residences in GOR-I, Lahore ”	10%
10.	On validation and verification upon installation of Bi-Directional Meter, submission of Net Metering Application of all sites to DISCO as per NEPRA rules, submission of Final Report after successful completion of the Project and upon submission of Performance Security against O&M for “ Solarization of other Residences in GOR-I, Lahore ”	10%
Total		100%

Note: Payments will be triggered after the completion of deliverables as per detailed scope of work.

Role of the Client

PEECA will try to assist to access the record in related departments for the completion of the assignment. No lodging, boarding and logistics will be provided by the client.

Duration of the Assignment

The Consultant firm whole Assignment duration linked with the contractors of the project “Solarization of other Residences in GOR-I, Lahore “ starting from the award of the contract agreement.

Estimated Cost

The estimated cost regarding the said consultancy is **PKR 05 Million** inclusive of all applicable taxes.

Qualification of Key-Staff

The key personnel required for the consultancy services are:

S #	Personnel	No's	Qualification
1	Team Leader / Solar Expert	01	At least Graduate Mechatronic/Electrical Engineer, with minimum 10 years experience in relevant field. Must have worked at executive position in public or private



			sector organizations and fully conversant with the power sector procedures and laws in Pakistan /Punjab. Experience for Optimizing execution and operational costs during implementation phase of the project.
2	Electrical Engineer	10	At least Graduate Mechatronics/ Electrical Engineer with minimum 5 years' experience of solar power plants, preferably PV plants. Experience in development of BOQ for execution of solar projects, Preparation/review of design/drawings, Conducting post installation testing & commissioning of the solar systems, Post-shipment inspection of the solar equipment, Application of quality assurance/ control protocols.
3	Civil Engineer	02	At least Graduate Civil Engineer with minimum 5 years' experience in the relevant fields with experience in design, installation, inspection and commissioning
4	Technicians	10	Diploma in Civil / Electrical / Mechanical engineering with minimum 3-years' experience on solar PV installation and commissioning

Professional Liability of the Consultant as per PPRA rules

Consultancy firm is to be hired for Third Party Validation (TPV) of the subject assignment, as per PPRA rules 2014 (amended up to date).

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

APPENDIX D - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

The Client may facilitate in coordination of meetings with line departments and site visits, if deemed appropriate in its sole discretion.

DETAILS OF SITES



SOLARIZATION OF OTHER RESIDENCES IN GOR-I, LAHORE

Solar Potential:-

Selected Sites are as follow:

Proposed On Grid Solar System For the GOR-1 other Residences and Minister Residencies:

Proposed On grid Solar system for Other Residences of GOR-1, Lahore			
Sr. No.	Name of the Buildings / Residence	Proposed Solar Capacity (kW)	Estimated Annual Generation (kWh)
1	1-Danepur Lane	15	55,903
2	2-Danepur Lane	15	21,000
3	3-Danepur Lane	15	21,000
4	4-Danepur Lane	15	21,000
5	5-Danepur Lane	15	21,000
6	6-Danepur Lane	15	21,000
7	7-Danepur Lane	15	21,000
8	8-Danepur Lane	15	21,000
9	9-Danepur Lane	15	21,000
10	11-Danepur Lane	15	21,000



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



11	13-Danepur Lane	15	21,000
12	14-Danepur Lane	15	21,000
13	15-Danepur Lane	15	21,000
14	16-Danepur Lane	15	21,000
15	17-Danepur Lane	15	21,000
16	18-Danepur Lane	15	21,000
17	4-A, Danepur Road	15	21,000
18	1-Patiala House	15	21,000
19	2-Patiala House	15	21,000
20	4-Patiala House	15	21,000
21	5-Patiala House	15	21,000
22	2-Aikman Road	15	21,000
23	3-Aikman Road	15	21,000
24	4-Aikman Road	15	21,000
25	7-Aikman Road	15	21,000
26	9-Aikman Road	15	21,000
27	10-Aikman Road	15	21,000



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



28	12-A, Aikman Road	15	21,000
29	14-Aikman Road	15	21,000
30	14-A, Aikman Road	15	21,000
31	15-Aikman Road	15	21,000
32	16-Aikman Road	15	21,000
33	17-Aikman Road	15	21,000
34	18-Aikman Road	15	21,000
35	24-Aikman Road	15	21,000
36	6-A, Tollinton Road	15	21,000
37	4-Tollinton Lane	15	21,000
38	1-A, Broom Head Road	15	21,000
39	1-B, Broom Head Road	15	21,000
40	1-C, Broom Head Road	15	21,000
41	2-Broom Head Road	15	21,000
42	1-A, College Road	15	21,000
43	1-B, College Road	15	21,000
44	1-C, College Road	15	21,000
45	1-D, College Road	15	21,000



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



46	1-E, College Road	15	21,000
47	1-F, College Road	15	21,000
48	3-College Road	15	21,000
49	4-A, College Road	15	21,000
50	4-B, College Road	15	21,000
51	4-C, College Road	15	21,000
52	9-College Road	15	21,000
53	9-A, College Road	15	21,000
54	12-College Road	15	21,000
55	13-A, College Road	15	21,000
56	14-College Road	15	21,000
57	15-College Road	15	21,000
58	7-Golf Road	15	21,000
59	10-B, Golf Road	15	21,000
60	9-A, Golf Road	15	21,000



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



61	10-Golf Road	15	21,000
62	10- B Golf Road	15	21,000
63	11-Golf Road	15	21,000
64	11-A, Golf Road	15	21,000
65	12-Golf Road	15	21,000
66	12-A, Golf Road	15	21,000
67	13-Golf Road	15	21,000
68	14-Golf Road	15	21,000
69	14-A, Golf Road	15	21,000
70	15-Golf Road	15	21,000
71	15-A, Golf Road	15	21,000
72	16-Golf Road	15	21,000
73	16-A, Golf Road	15	21,000
74	17-Golf Road	15	21,000
75	17-A, Golf Road	15	21,000
76	18-Golf Road	15	21,000
77	19-Golf Road	15	21,000
78	1-A, Golf Lane	15	21,000
79	1-Golf Lane	15	21,000
80	2-Golf Lane	15	21,000



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



81	3-Golf Lane	15	21,000
82	5-Golf Lane	15	21,000
83	6-Golf Lane	15	21,000
84	7-Golf Lane	15	21,000
85	8-Golf Lane	15	21,000
86	9-Golf Lane	15	21,000
87	10-Golf Lane	15	21,000
88	11-Golf Lane	15	21,000
89	12-Golf Lane	15	21,000
90	13-Golf Lane	15	21,000
91	14-Golf Lane	15	21,000
92	15-Golf Lane	15	21,000
93	16-Golf Lane	15	21,000
94	16-A, Golf Lane	15	21,000
95	17-Golf Lane	15	21,000
96	1-Club Road	15	21,000
97	1-A, Club Road	15	21,000
98	1-B, Club Road	15	21,000



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



99	1-C, Club Road	15	21,000
100	2-Club Road	15	21,000
101	4-Club Road	15	21,000
102	8-A Club Road	15	21,000
103	10-Club Road	15	21,000
104	14-Club Road	15	21,000
105	16-Club Road	15	21,000
106	18-Club Road	15	21,000
107	20-Club Road	15	21,000
108	22-Club Road	15	21,000
109	3-Club Lane	15	21,000
110	3-A, Club Lane	15	21,000
111	4-Club Lane	15	21,000
112	5-Club Lane	15	21,000
113	6-Club Lane	15	21,000
114	7-Club Lane	15	21,000
115	8-Club Lane	15	21,000
116	9-Club Lane	15	21,000



**Punjab Energy Efficiency & Conservation Agency, Energy
Department Govt. of the Punjab, Lahore**



GOR-1 Offices.

117	17 GOR-1 (Sub Division Offices)	15	21,000
118	19 GOR-1 (Ministers Residence Sub Division)	15	21,000
119	1 GOR-1 (Maintenance Sub Division)	15	21,000
120	5-Club CM Offices GOR-1	15	21,000
121	Jamia Masjid	15	21,000
122	Property Manager (Welfare Wing)	15	21,000

Ministers Residences Details.

123	1-A Upper Mall	15.00	21,000
124	1 Upper Mall	15.00	21,000
125	4 Upper Mall	15.00	21,000
126	5 Upper Mall	15.00	21,000
127	12-B Aikman Road	15.00	21,000
128	25 Aikman Road	15.00	21,000
129	3 Patiala House	15.00	21,000
130	3 Club Road	15.00	21,000
131	2 College Road	15.00	21,000
132	1 Shanan Road	15.00	21,000

CM Secretariat & House.

133	CM House (7 Club)	28	39,200
134	CM Secretariat (8 Club)	172	240,800
Grand Total		2,180	3,086,903

**All of the Solar System structure will be Elevated Type at CM Secretariat and House.*

Note: *All sites of Other Residence in GOR-I, Lahore and Minister Residences should be validated by the consultant but not limited to*.