



**University of Engineering & Technology Peshawar**

# **REQUEST FOR PROPOSAL (RFP)**

**For**

**HIRING CONSULTANCY Firms**

**For**

<b>Legal Firm for review of by-laws, rules, and regulations</b>
<b>Building Codes Local Consultant (1 person x 100 days)</b>
<b>Building Energy Certification System Development Consulting Firm</b>
<b>Building Life Cycle Analysis Consulting Firm</b>

**Centre for Intelligent Systems and Networks Research (CISNR)**

**University of Engineering & Technology, Peshawar**

**Khyber Pakhtunkhwa**

**Phone No. 091-9222104**

## **Definitions:**

- a) "Bidder" means a registered For-Profit Organization or a Consulting Firm that is, Management Consultant or Project Management Consultant or Operations' Management Consultant or Training & Development Consultant or Energy Management Consultant or relevant field complying with criteria given in this document that has submitted its bid as per the criteria/ specifications listed.
- b) "Bidding document" means this document along with its appendices and annexure offered to the prospective firms as a result of RFP against payment of specified charges in order to invite technical and financial bids to carryout Management & Conduct of this assignment and all other associated functions assigned by the Client i.e., CISNR University of Engineering & Technology, Peshawar, Khyber Pakhtunkhwa under the provisions of award of contract/ contract agreement.
- c) "Contract" means the Contract signed by the Parties as agreed upon and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be qualified or supplemented, and the Appendices.
- d) "Contract Price" means the entire sum of portion thereof payable to the Consulting firm under the Contract in lieu of the performance and conduct of campaign and associated activities as per contract agreement.
- e) "Client" means the organization/ department with which the selected Consultant/ consulting firm signs the Contract for the provision of Services hereinafter referred to as University of Engineering & Technology, Peshawar.
- f) "Consultant" means registered For-Profit Organization or a Consulting Firm that is, Management Consultant or Project Management Consultant or Operations' Management Consultant or Training & Development Consultant or Energy Management Consultant or Relevant Field as Specified that will provide the Services to the Client under the Contract.
- g) "Bid Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- h) "Day" means calendar day.
- i) "Government" means the Government of Khyber Pakhtunkhwa.
- j) "Instructions to Consultants" means the document which provides Consultants with all information needed to prepare their Proposals.
- j) "Joint Venture" means a Consultant which comprises of two Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- k) "KPPRA" means Khyber Pakhtunkhwa Public Procurement Regulatory Authority, established by the Government of Khyber Pakhtunkhwa

- l) "Bid bond" means the surety given by the firm in order to protect the intellectual labour on the part of the PE.
- m) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- n) "Proposal" means a technical proposal or a financial proposal, or both.
- o) "QCBS" means Quality- and Cost-Based Selection.
- p) "RFP" means this Request for Proposal.
- q) "Services" means the work to be performed pursuant to the Contract.
- r) "Standard Electronic Means" includes facsimile and email transmissions.
- s) "Government" means Federal Government or any Provincial Government in Pakistan including its any subsidiary/ associate Ministry/ Department/ Authority/ Board/ Commission/ Corporation etc
- t) "Terms of Reference" (TOR) means the document included in the RFP, 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.

## **NOTICE INVITING TENDER**

### INVITATION FOR EXPRESSION OF INTEREST for Consultant Firms

University of Engineering & Technology (UET), Peshawar intends to hire the services of firms/ companies for its project titled “Transformation of Buildings in Pakistan: A pathway toward Green Sustainable and Zero Energy Buildings”. The aim of this request is to hire Firms/ Companies to engage Consultants / experts with relevant experience in the following areas:

<b>Legal Firm for review of by-laws, rules, and regulations</b>
<b>Building Codes Local Consultant (1 person x 100 days)</b>
<b>Building Energy Certification System Development Consulting Firm</b>
<b>Building Life Cycle Analysis Consulting Firm</b>

The project aims to develop a policy framework by performing multiple studies and simulations that include (but not limited to) the life cycle analysis of the buildings, review of the rules, regulations, codes and policies in place, a study of Pakistan’s present energy codes for buildings and its legal status, a review and comparison of international trends, codes and policies, review and development of certification system for Pakistan, recommendations to improve the carbon footprint of the existing construction types and the capacity building of national and local building/development authorities, architects and developers. Sealed bids are invited from well-established and reputed firms/ companies registered with relevant National/Provincial Tax Authorities, for undertaking this assignment. Tender Documents containing bidding procedure, terms & conditions, scope of work, and technical specifications can be obtained from the office of Project Director, CISNR, University of Engineering & Technology, Peshawar during office hours (for any query contact on **091-9222104**) or may be downloaded from UET, Peshawar website last day of submission of bids against non-refundable payment of Rs. 1,000/- in the form of a Demand Draft/ Pay Order issued by a scheduled commercial bank in favour of Project Director CISNR, UET Peshawar. The system of selection of the firm/ company shall be based on Quality and Cost Based Selection (QCBS) under KPPRA Rules whereas the method of procurement shall be single stage two envelopes comprising of single package containing two envelopes separately sealed Technical and Financial Bid clearly marked in bold and legible letters. Pre-bid Meeting shall be held on, **Thursday, 27<sup>th</sup> of February 2024 at 3:00 pm** in the office of the undersigned.

Sealed bids shall be submitted latest by **Tuesday, March 5<sup>th</sup>, 2024, at 11:00 AM**. Bids shall be opened on the same day at **11:30 AM** in the presence of interested bidders or their authorized representatives, if any, in the Conference Hall of the University of Engineering & Technology, Peshawar on the above noted date and time. The 2% bid Security must be accompanied with the bidding documents in the form of a Demand Draft/ Pay Order issued by a scheduled commercial bank in favour of Project Director CISNR.

Clarification/ information (if any) may be obtained on any working day during office hours. No query will be entertained at the time of bid opening. The Competent Authority reserves the right to cancel anyone or all the bids, the reason for cancellation shall be communicated to the bidder/s upon request.

**Project Director CISNR  
University of Engineering & Technology  
Peshawar, Khyber Pakhtunkhwa  
091-9222104**

## **2. Instructions to the Consultant (ITC) and Data Sheet:**

- 2.1 To prepare a proposal, please use the attached Forms/ Documents listed in the Data Sheet.
  - 2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than 5 days before the proposal submission date. Any request for clarification in writing shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond to such requests and copies of the response shall be sent to all invited Consultants.
  - 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing to all invited bidders and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.
  - 2.4 Conflict of Interest & Conflicting Relationships. Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
    - i) A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.
    - ii) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (a) the preparation of the Terms of Reference of the Assignment, (b) the selection process for such assignment, or (c) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.
- 2.4.2 Conflicting Relationships:  
Government officials and civil servants may be hired as consultants only if:
- i) They are on leave without Pay;
  - ii) They are not being hired by the Entity they were working for, six months prior to going on leave; and

iii) Their employment would not give rise to any conflict of interest.

2.5 Fraud and Corruption:

2.5.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in Khyber Pakhtunkhwa Public Procurement Rules 2014 which defines

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

Under Rule 44 of KPPR 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices.

Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

2.6 This Request for proposal (RFP) for outsourcing is open to all eligible bidders/ firms as mentioned in the Bid Data Sheet (BDS) and more specifically described in the Schedule of Requirement in of this RFP Documents.

2.6.1 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and authorized to participate in bidding.

2.6.2 The Bidder must possess valid Registration under Sales & Income Tax Authorities including Provincial Governments or SECP, on ATL of FBR, Relevant Provincial Tax Authorities like KPRA and also with other relevant bodies where applicable.

2.6.3 The Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are NOT ELIGIBLE

2.7 **Integrity Pact:** Pursuant to Rule (5) of KPPRA Rules 2014 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

2.8 **One Bid One Bidder:** Bidders shall submit only one Bid, either by itself, or as a partner in a joint venture or Bidding Consortium. After issue of Letter of Acceptance, a bidder may not participate in a joint venture or consortium with the successful Bidder. In case of a Bid by a joint venture or Bidding Consortium, the Consortium Members shall nominate in writing one entity amongst themselves to represent the Bidding Consortium in all dealings with PE during the Bidding Process.

2.9 The GCC along with the provision of KPPRA Act 2012, Procurement Rules 2014 and the SBDs made there under will applicable mutatis mutandis.

### **3. PREPARATION OF PROPOSAL**

3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language in typed form.

#### **a. Technical Proposal**

3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

3.3 During preparation of the technical proposal, you must give particular attention to the following:

i) The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on several key professional staff-months substantially in accordance with the above number. However, you may propose changes in the light of your experience through your comments on the TOR.

ii) The key professional staff proposed for the assignment shall preferably be employees of the bidder/ bidders (in case of JC).

iii) Proposed staff should have experience preferably under conditions like those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.

iv) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position (if required).

v) Deliverables/ reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in

#### **Appendix 1:**

I-Form-1 A brief description of the Consultant's organization and an outline of previous experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

I-Form-2 A list of relevant projects presently being undertaken by the Firm and

expertise-wise total number and number of staff deployed on the projects being presently under-taken.

- I-Form-3 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.
- I-Form-4 Any comments or suggestions on the ToRs;  
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
- I-Form-5 CVs recently signed by the proposed key professional staff. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.
- I-Form-6 A work plan and time schedule for the key personnel also showing the details of functions to be performed by each key personnel.
- I-Form-7 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.

Any additional information as requested in the Data Sheet.

- 3.5 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal. The Technical Proposal should not include the cost/ financial bid under any circumstances; else it would be summarily rejected.

**b. Financial Proposal**

- 3.6 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles if any, office equipment furniture and other associated requirements), the firms should offer competitive costs as per their services rendered and costing should be specific to each activity. These costs should be broken into local costs. Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 3.
- 3.7 The Financial Bid shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.
- 3.8 All pages of the Technical and Financial Proposals are to be authenticated.
- 3.9 Costs shall be expressed in Pak Rupees.
- 3.10 Conditional, erroneous and incomplete Bids will be rejected outright



3.11 The firm shall neither assign nor transfer, entirely or in part, the obligation derived here from in favour of any third party

#### **4. SUBMISSION OF PROPOSALS**

4.1 The firm shall submit **one original technical proposal and one original financial proposal**. Each proposal shall be in a separate envelope. All technical proposals shall be placed in an envelope clearly marked “TECHNICAL PROPOSAL” and the financial proposals in the one marked “FINANCIAL PROPOSAL”. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE COMMITTEE.”

4.2 The representative’s authorization shall be confirmed by a written “POWER OF ATTORNEY” accompanying the proposals. All pages of the technical and financial proposals shall be initialled by the person or persons signing the proposal.

4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialled by the person or persons signing the proposal.

4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.

4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

4.6 **Modification, Substitution and Withdrawal of Proposal:** No proposal can be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period as specified in BDS of this RFP. However, bidder/s is allowed to withdraw his bid documents till deadline for submission of proposals. The bid documents are submitted, modifications and substitutions in the bid documents shall not be allowed.

4.7 **Period of Bid Validity:** The Bids/ proposals shall be valid for a period of 90 days (as per SBD KPPRA) from the date of opening of the technical proposals. A proposal valid for a shorter period may be rejected as non-responsive.

In exceptional circumstances, Chairperson of Procurement Committee/ Project Director may solicit the bidder’s consent for an extension of the validity period. The request and responses shall be made in writing.

4.8 **Pre-Proposal Conference:** The bidder’s authorized representatives (not exceeding two) are invited to attend the Pre-bid meeting at their own cost, which would take place at the venue mentioned below and time:

Venue: Office of the Project Director CISNR, University of Engineering & Technology, Peshawar on Tuesday, February 27, 2024 at 3:00 PM.

The purpose of the meeting would be to clarify queries on any aspect pertaining to the

document. The amendments/ clarifications, if any, occurred during discussion and agreed to by the department would be hosted the same day on official website of information department.

4.9 Proposal Opening: The Procurement Committee would open the proposal, in the presence of authorized representative(s) of the bidder who choose to attend, at the time, date and location stipulated in the RFP. The maximum number of authorized representatives allowed to each bidder will not be more than two. The bidder/s representative(s) shall sign a register evidencing their attendance.

## 5 PROPOSAL EVALUATION

### 5.1 The points/ weightage given to each category of Evaluation Criteria are:

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

- General Qualification: 20 points
- Adequacy for the Assignment: 20 points
- Experience in the Sector: 60 points
- Total: 100 points

S. No.	Titles/ Heads	Marks Distribution	Remarks
General Qualification: (20 Marks)			
1	<b>Functional Office in Pakistan</b> <i>A functional office or Sub-Office or Camp Office in Pakistan for the last 2 Years is mandatory.</i>	<b>5 Marks</b> <i>1 marks for each completed year up to five years.</i>	The department can physically visit the office or verify the records
2.	<b>Personnel (Regular Professional Staff and relevant qualification/experience)</b> <i>Staff must have been on the company's payroll for the last one year.</i> <i>Staff Composition shall have a Proper Structure of Management.</i>	<b>5 Marks</b> <i>1 mark each for key staff members with 3 years' experience</i> <i>Up to 5 marks</i> <b>Max marks: 5</b>	Contracts' Copies, Payroll Slips, and CNICs shall be provided.  <i>Key Staff must have a minimum qualification of 16 years with 3-5 years' post-qualification, and professional experience.</i>
3	<b>Financial Sustainability</b> <i>(Financial statement for last 3 to 5 years)</i>	<b>5 marks</b> <i>1 mark per Financial Statement above 10 million turnovers.</i>	Financial Statement (Balance Sheet & Income Statement for last 5 Years to be provided.
4	<b>Registration with ISO/Registrar of Companies</b>	<b>5 Marks</b> i. Registration with Registrar of Companies (1 Mark)	Certificate to be attached

		ii. Active Status with FBR (I/Tax) (1 Mark) iii. Registration with any other financial body (1 Mark) iv. ISO Certification (2 Marks)	
<b>Adequacy for Assignment (20 Marks)</b>			
<b>5</b>	<b>Projects' Execution</b> <i>Execution of Projects' Activities in Pakistan in the last 10 Years</i>	<b>10 Marks</b> <i>i. 1 mark each for projects with Pakistani firms up to 4 Marks.</i> <i>ii. 1 Mark each for the project with international donors up to 4 marks.</i> <i>iii. 1 Mark each for the project with the Government departments in Pakistan up to 2 marks.</i>	Agreement Deeds/ Contracts shall be provided along with a 1-2 Page/s Brief of relevant Projects.
<b>6</b>	<b>Methodology, Work Plan, Innovation and Approach</b>	<b>10 marks</b> Methodology, Innovation & Approach: 5 Work Plan: 2.5 Technical Feasibility: 2.5 marks	<i>Proposal shall be submitted on the format of SBDs of KPPRA for Procurement of Consultancy Services.</i>
<b>Experience (60 Marks)</b>			
<b>7</b>	<b>Experience of Implementing Similar Nature Projects/ Assignments</b> (Ongoing or Completed assignments/ projects implemented in last 10 years in Pakistan/International)  <i>Projects must be funded either by Government or International Donor Organizations whereas Government would mean Federal Government or any Provincial Government or any District Government or any Public Sector Autonomous Body.</i>	<b>60 Marks</b> <i>5 marks per relevant project/ assignment up to 40 Marks only.</i> <i>20 Marks for extra points as under</i>  <i>Each Project's worth must be at least 5-20 million or above. A project worth above 20</i>	Agreement Deeds/ Contracts shall be provided along with 1-2 Page/s Brief of relevant Projects.  <i>Project experience with the Government and Development Sector is mandatory. At least four projects must have been implemented throughout the country. The foreign consultants must have projects</i>

	<p><i>Projects with Private Entities shall not be considered.</i></p> <p><i>Relevant Projects would mean only related to any sort of Energy Efficiency/ Buildings Energy operation and/ or Energy Management and/ or any other similar field.</i></p>	<p><i>million shall be awarded 1 extra mark, above 25 million 2 extra marks, above 50 million 3 extra marks. 1 additional mark per project shall be awarded if the project has been implemented throughout the country. Total up to 20 Marks</i></p> <p><b>Max Marks: 60</b></p>	<p><i>implementation experience abroad.</i></p>
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**Total points for the criterion: 100**

5.2 Clarification of Proposals: In the process of examination, evaluation and comparison of proposal, the PE may, at its discretion, ask bidder(s) for clarification of its proposal which the bidder will be obliged to furnish in writing failing which its bid is not liable to be evaluated.

5.3 Correction of Errors: Bidders are advised to exercise adequate care in quoting the prices/ fees. No modification/ correction in quotations will be entertained once the commercial bids are submitted. Even before submission of the proposal, care should be taken to ensure that any corrections/ overwriting in the proposal are initialed by the person signing the proposal form

5.4 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.

**TECHNICAL PROPOSAL**

5.5 The technical evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and merit point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Bidder/s scoring less than **seventy percent (70%)** points shall be rejected, and their financial proposals be returned unopened.

**FINANCIAL PROPOSAL**

**For Quality cum Cost Based Selection**

5.6 The financial proposals of the Bidder/s scoring more than 70%, on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.

5.7 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the technically

qualified bidders shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$Sf=100 \times Fm$$

F (F = amount of specific financial proposal)

5.7 Proposals, in the quality cum cost-based selection shall finally 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; and T+P=1) indicated in the Data Sheet:

$$\underline{S = St \times T \% + Sf \times P \%}$$

## **6. CONTRACT NEGOTIATION**

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest-ranking proposal in writing invite it to negotiate the Contract.
- 6.2 Negotiations normally take from two (02) to five (05) days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing including price and any suggestions you may have made to improve the ToRs. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, if any, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed rates/ fee per month or on quarterly basis. The successful firm/ firms are authorized to adjust the total sum of their financial bids in accordance to the estimated rates of the procuring entity for the purpose to arrive at the contract agreement and procuring entity shall enter into contract in order to protect public interest by adding benefits to the public exchequer.
- 6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be available. The Client shall consider substitutions of key staff in order to facilitate the bidder/s.
- 6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

## 7. AWARD OF CONTRACT

- 7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/ Initialling of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.

The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## 8. PERFORMANCE GUARANTEE

The successful firm shall deposit with the Procurement Entity (University of Engineering & Technology, Peshawar), within Fifteen (15) days of Contract Signing, an unconditional and **irrevocable Performance Guarantee (PG) amounting to 10% of the bid/ contract value**. The Performance Guarantee can be paid in the form of Performance Bank Guarantee or in the form of Insurance Guarantee (from an AA Rating Company as per KPPRA Notification S.R.O. (15)/Vol: 1-25/2022-23, dated August 22, 2022/6201-13) or in the form of Pay Order or in the form of a Fixed Deposit Receipt pledged to the University of Engineering & Technology, Peshawar. **The Performance Guarantee should remain valid for a period of 30 days beyond the completion of the period of contract or beyond 30 days of any extended period of the contract.**

## 9. TERMS OF PAYMENT

- 9.1 Mode of payment shall be in the form of cross cheque through on Account payment in the name of the bidder.
- 9.2 Payment shall be made in following manner:
- i. **30% Advance payment** shall be made upon submission of 10% Performance Guarantee **of total cost/Contact value**.
  - ii. 20% payment shall be made upon submission of first Draft Inception Report.
  - iii. 30% payment shall be made upon project deliverables as per mutual agreement of both the parties (to be decided at the time of contract signing during negotiation stage)
  - iv. Final 20% payment **shall** be made upon satisfactory **completion of overall** project deliverables as per ToRs defined in the RFP, submission of final report along with all the applicable data in soft & hard forms and completion of any associated liability thereof.

## 10. TERMINATION OF CONTRACT

Chairperson or his/ her authorized representative of the Procurement/ Selection Committee of UET Peshawar may terminate the Contract in case of the occurrence of any of the campaigns specified below:

- 10.1 If the firm becomes insolvent or goes into compulsory liquidation.
- 10.2 If the firm in the opinion of the PE, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- 10.3 If the firm submits to PE a false statement which has a material effect on the rights,

- obligations or interests of the department.
- 10.4 If the firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the PE.
  - 10.5 If the firm fails to provide the quality services as envisaged under this Contract or violates any of the clauses of the contract. Reasons for the same would be recorded in writing. In such an occurrence PE shall give a written advance notice of 30 days before terminating the Contract which will stand terminated after expiry of the notice period.
  - 10.6 Any other reason as may be mentioned in the contract at the time of contract execution with the firm.

## **11. REJECTION CRITERIA/ GROUNDS FOR REJECTION OF BIDS**

Besides other Terms & Conditions mentioned in RFP in general and Data Sheet in particular, following vital conditions should be strictly complied with, failing which the Bid may be rejected.

- 11.1 Failure to furnish all information required as per RFP or submission of Bid not substantially responsive to the RFP in any respect may lead to rejection of Bid.
- 11.2 Incomplete Bids will be rejected outright.
- 11.3 The Technical Bid shall contain no commercial details failing which the PE shall reserve the right to reject the bid summarily.
- 11.4 Bids not submitted under single stage two envelopes in two separate envelopes as prescribed in the RFP.
- 11.5 Bids received after due date & time will straightaway be rejected.
- 11.6 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award.

## **12. TERMS OF REFERENCE (TOR) FOR THE ASSIGNMENT**

### **12.1 DETAILED SCOPE OF WORK: Annex-A**

### **12.2 Do's & Don'ts: Guidelines for the Assignment**

**12.3. BID PRICE:** RFP document can be purchased from the office of CISNR, UET Peshawar against payment of Rs. 1,000/- in the form of a Cash deposit with CISNR, UET Peshawar or Demand Draft/ Pay Order issued by a scheduled commercial bank in favour of Director CISNR, UET Peshawar. In case of non-payment of the fee of Rs. 1,000/- towards the RFP form, the offer will not be opened/ considered.

### **12.4. DELIVERABLES**

The deliverables of the assignment are to be prepared and submitted to the competent forum as per details/ functions defined at Section 12.2 of RFP i.e. Scope of Services.

## **13. CONFIRMATION OF RECEIPT**

- 13.1 Please inform the Department:
  - i) that you received the letter of invitation;
  - ii) whether you will submit a proposal;

# **Bid Data Sheet**

The names of the Assignments are:

1. Legal Firm for review of by-laws, rules, and regulations
2. Building Codes Local Consultant (1-person x 100 days)
3. Building Energy Certification System Development Consulting Firm
4. Building Life Cycle Analysis Consulting Firm

1.1 Whereas Management Consulting Services required under these projects from Bidders for undertaking activities related to Training/ Capacity Building, Project Management, Certification system development, Life Cycle Analysis, legal services and General Working Group Services.

1.2 The name of the Client is:

**Centre for intelligent Systems and Networks Research (CISNR), University of Engineering & Technology (UET), Peshawar, Khyber Pakhtunkhwa**

1.3 **Eligible Bidders:**

1. Bidder must be a legal entity and shall be registered with relevant Government (Federal or Provincial) Line Department.
2. Bidder must have a valid National Tax Number (NTN) Certificate or otherwise.
3. Bidder shall be present on Active Taxpayer Lists (ATLs) of FBR and other tax authorities.
4. Only Authorized Agent can apply for a Bidder housed outside country for the bid and contract shall accordingly be signed with the Authorized Agent.
5. Applying Bidder shall be a For-Profit Entity. Bidder may be a Firm or Company with proven progressive experience in providing Consulting Services particularly related to relevant field as specified.

The description and the objectives of the Assignment are:

## **As per TORs included in RFP**

1.4 Phasing of the Assignment (if any): Annexure/ Scope of work

1.5 Pre-Proposal Conference: The Department shall hold a pre-bid meeting on **27<sup>th</sup> February, 2024 at 3:00 PM at the Office of PD, CISNR, University of Engineering & Technology, Peshawar**

**2 Documents for RFP**

2.1 The Documents are: LOI, Data Sheet, Technical & Financial Proposal forms TOR/ Background information, Draft Form of Contract, Sample formats/ Appendices etc.

2.2 The address for seeking clarification is: CISNR, University of Engineering & Technology, Peshawar, Khyber Pakhtunkhwa,  
Phone No. 091-9222104



- 3.1 (i) Bidders in JV/ Consortium are eligible to apply. **YES**
- 3.1.1 The key staff of the bidder must be proficient in written and spoken English.
- (ii) The sub-consultant by client may participate in several proposals: **No**
- (iii) Bidder/s can propose project staff from outside if they do not want to engage their regular/ permanent staff in this assignment.
- (iv) The applying bidder should designate a Focal Person/ Team Lead who would be a single point contact for handling of the meetings related to the Execution of this Assignment.
- 4.1 The number of copies of the Proposal required is: **One original.**
- 4.2 The address for writing on the proposal is: CISNR, University of Engineering & Technology (UET), Peshawar. Telephone: 091-9222104
- 4.3 The date and time of proposal submission are: **Tuesday, 5<sup>th</sup> of March 2024 till 11:00 AM** which will be opened the same day at **11:30 AM** in the **Conference Hall** of University of Engineering & Technology (UET), Peshawar.
- 4.4 Validity period of the proposal is: 180 days.

**5. The points/ weightage given to each category of Evaluation Criteria are:**

5.1 Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

- General Qualification	: 20 percentage
- Adequacy for the Assignment	: 20 percentage
- Experience in the Sector	: 60 percentage
- Total	: 100 percentage

**5.2 The minimum technical score (St) required to pass is 70%**

5.3 The date, time and address of the financial proposal opening **will be communicated after evaluation of technical bids.**

5.5 The weights given to the ***Technical and Financial Proposals are:***

***Technical: 80% and Financial: 20%***

5.6 The Assignment is expected to commence in **1<sup>st</sup> of April 2024** and will expectedly complete till 31<sup>st</sup> **October 2024.**

## **Technical Details for Proposal Development**

The government of Pakistan and GIZ aims to strengthen NEECA in developing a complete framework for the transformation of the construction sector into a sustainable and energy efficient sector. The project is funded by GIZ to be carried out by Centre for intelligent systems and Networks Research, UET Peshawar in Collaboration with NEECA. The project implementation started in September 2023 to be completed by 30th Oct 2024. The project aims to bring the building energy sector at par with the international standards by the review of the current building energy codes of Pakistan, review of the laws, by-laws, rules and regulations for implementing the ECBC, looking into international best practices, developing energy efficiency certification regimes, performing the life cycle analysis for typical houses/apartments in Pakistan and recommending the sustainable designs that can be used in housing schemes. The objective is to develop a construction sector with:

- developed policies,
- codes,
- regulations,
- certification systems

that can be implemented with the help of national and local authorities.

## TERMS OF REFERENCE

### **Law Firm for Review of bylaws, rules and regulations to incorporate Energy Conservation Code 2023 (ECBC-2023)**

#### **1. BACKGROUND AND OBJECTIVES**

Buildings are one of the most developing sectors in Pakistan. The carbon footprint of the buildings consists of emissions during the construction, operation, and the disposal/end of useful life. The buildings consume 55% of the total electricity generated making it one of the most energy intensive sectors in Pakistan. The rapid urbanization and improvement in lifestyles serve as a key driver of the rising energy trends in buildings. The persistent brownouts and blackouts in summers are driven by the immediate increase in the building energy consumption due to rising cooling loads.

A country like Pakistan with huge energy imports and an electricity system crippled by constant outages the improvement in building energy consumption is imperative. In past the building sector has received a lot of investments from public and private sectors however the sustainability in the design and construction phase followed by a systematic reduction (at the design phase and during the operation) in energy consumption has not received much attention. The increase in the unit price of electricity has now become a matter of concern for residential consumers, coupled with the rising consumption trends in building energy it is important to take a holistic approach towards this sector.

A holistic approach to turn around the building construction towards a sustainable sector in Pakistan is to provide a policy framework with well-defined goals, targets, and objectives. The policy framework can be developed by performing multiple studies and simulations that include (but not limited to) the life cycle analysis of the buildings, extensive studies of the energy consumption trends of the present buildings stock, review of the rules, regulations, codes and policies in place, a study of Pakistan's present energy codes of buildings and its legal status, a review and comparison of international trends, codes and policies, review and development of certification system for Pakistan, life cycle analysis of the design and construction of typical houses, recommendations to improve the carbon footprint of the existing construction types and the capacity building of national and local building/development authorities, architects and developers.

NEECA, has launched the National Energy Conservation Building Codes (ECBC). As per NEECA's strategic plan, it has a target to save 0.5 MTOE or 5,800 GWh in the building sector through the implementation of building energy codes, development of building energy management systems, and launching of appliances labelling regimes and building energy rating systems in the buildings during the first year.

NEECA's strategic plan stipulates a target of 3 MTOE of energy savings by 2023 through

various EE&C initiatives in five key sectors of the economy including:

- i) Building.
- ii) Industry.
- iii) Transport.
- iv) Power; and
- v) Agriculture.

The challenges identified include high energy losses, wastage in the supply chain, lack of investment in replacing obsolete technologies, and overall aging infrastructure. Pakistan's Nationally Determined Contribution (NDCs) submitted to the 2015 Paris Agreement pledges a 20% reduction in emissions below Business-as-Usual by 2030.

This project is targeting the first of these five areas, building sector through GIZ supported project titled **Transition of Buildings from Conventional to Sustainable Sector-Transformation of Construction sector in Pakistan: A Pathway towards Clean, Green, and Sustainable Buildings**. This proposal aims to provide a framework for the development of building energy efficiency as a separate sector with developed policies, codes, regulations, certification systems that can be implemented with the help of national and local authorities.

## 2. SCOPE OF PROJECT

The government of Pakistan and GIZ aims to strengthen NEECA in developing a complete framework for the transformation of the construction sector into a sustainable and energy efficient sector. The project is funded by GIZ to be carried out by Centre for intelligent systems and Networks Research, UET Peshawar in Collaboration with NEECA. The project implementation started in September 2023 to be completed by 30th Nov 2024. The project aims to bring the building energy sector at par with the international standards by the review of the current building energy codes of Pakistan, review of the laws, by-laws, rules and regulations for implementing the ECBC, looking into international best practices, developing energy efficiency certification regimes, performing the life cycle analysis for typical houses/apartments in Pakistan and recommending the sustainable designs that can be used in housing schemes. The objective is to develop a construction sector with:

- developed policies,
- codes,
- regulations,
- certification systems

that can be implemented with the help of national and local authorities.

Following the completion of implementation, this project targets to provide a complete framework for the transformation of the construction sector into a sustainable and energy efficient sector, a database operated by a national institution provides information taking

account of energy, climate and environmental issues in new buildings.

The scope of the work comprises of the following three tasks to identify opportunities for improving the energy efficiency of new and existing buildings in Pakistan:

- i. Identification of policies and investment opportunities.
- ii. Analysis and recommendations for an appropriate auditing and compliance regime.
- iii. Analysis and recommendations for potential financing mechanisms for mobilizing private sector investment.

For all the specified tasks, the Law firm shall conduct extensive stakeholder consultations with the relevant ministries, government agencies and departments, local financial intermediaries, State Bank, private sector, civil society, and development partners. The Law firm shall closely coordinate with NEECA on this assignment as it is the main counterpart government agency on energy efficiency. The Law firm should also be prepared to make modifications to the workplan over the course of the study based on the GIZ's discussions with NEECA.

The Law firm shall ensure that all recommendations provided are specific, practical and grounded in reality.

### **3. OBJECTIVES OF THE CONSULTACY**

The objectives of this law firm position are (though not limited to) to a comprehensive report detailing the current building bylaws, rules, and regulations in Pakistan. This report will provide an overview of the existing legal framework relevant to construction and building codes.

An analysis of the Energy Conservation Building Codes 2023 and how they align with or differ from the existing building bylaws and regulations. This analysis will identify areas where ECBC can be incorporated.

A gap analysis report that highlights the discrepancies or inconsistencies between the existing building regulations and the ECBC 2023. It will identify specific sections or clauses that require alignment.

A document outlining the proposed legal amendments and regulatory changes needed to incorporate the ECBC 2023 into the existing bylaws, rules, and regulations. This may include specific amendments to building codes and energy efficiency standards.

Drafting of legal language and text for the proposed amendments and recommendations. This includes new clauses or revisions to existing ones that specifically reference the ECBC 2023 requirements.

### **4. Permit and Approval Documentation:**

Documentation required for applying for permits and approvals that align with the amended bylaws. This includes permit applications and supporting documents.

A communication strategy for engaging with relevant stakeholders, government bodies, and regulatory authorities to gain support for the proposed changes and amendments.

If necessary, a strategy for advocating and lobbying for the adoption of the proposed changes within the legislative and regulatory bodies. This may include advocacy plans, key contacts, and timelines.

Materials for public awareness and education on the changes and benefits of the updated building bylaws and energy conservation standards.

A checklist or tool for builders, developers, and construction professionals to ensure they comply with the amended bylaws and regulations when planning and executing building projects.

Guidelines for monitoring and enforcing compliance with the amended building codes and energy conservation standards.

A final assessment report summarizing the entire process, from initial compliance assessment to the incorporation of the ECBC 2023 into building bylaws and regulations.

These objectives should guide the firm's work in developing Pakistan's building energy efficiency rating system to align with clean, green, and sustainable building practices.

## **5. SCOPE OF SERVICES/DELIVERABLES OF LAW FIRM**

Here are some key deliverables for the law firm that will review the bylaws, rules and regulations of buildings in Pakistan for the review of ECBC-2023:

- i. A comprehensive report detailing the current building bylaws, rules, and regulations in Pakistan. This report will provide an overview of the existing legal framework relevant to construction and building codes.
- ii. An analysis of the Energy Conservation Building Codes 2023 and how they align with or differ from the existing building bylaws and regulations. This analysis will identify areas where ECBC can be incorporated.
- iii. A gap analysis report that highlights the discrepancies or inconsistencies between the existing building regulations and the ECBC 2023. It will identify specific sections or clauses that require alignment.
- iv. A document outlining the proposed legal amendments and regulatory changes needed to incorporate the ECBC 2023 into the existing bylaws, rules, and regulations. This may include specific amendments to building codes and energy efficiency standards.
- v. Drafting of legal language and text for the proposed amendments and recommendations. This includes new clauses or revisions to existing ones that specifically reference the ECBC 2023 requirements.
- vi. Documentation required for applying for permits and approvals that align with the

- amended bylaws. This includes permit applications and supporting documents.
- vii. A communication strategy for engaging with relevant stakeholders, government bodies, and regulatory authorities to gain support for the proposed changes and amendments.
  - viii. If necessary, a strategy for advocating and lobbying for the adoption of the proposed changes within the legislative and regulatory bodies. This may include advocacy plans, key contacts, and timelines.
  - ix. Materials for public awareness and education on the changes and benefits of the updated building bylaws and energy conservation standards.
  - x. A checklist or tool for builders, developers, and construction professionals to ensure they comply with the amended bylaws and regulations when planning and executing building projects.
  - xi. Guidelines for monitoring and enforcing compliance with the amended building codes and energy conservation standards.
  - xii. A final assessment report summarizing the entire process, from initial compliance assessment to the incorporation of the ECBC 2023 into building bylaws and regulations.

These outputs will enable you to align the existing building bylaws, rules, and regulations in Pakistan with the Energy Conservation Building Codes 2023, ensuring that energy conservation and sustainable building practices are integrated into the legal framework governing construction and development in the country. The legal firm's work is critical in facilitating this alignment and in promoting sustainable building practices.

## **6. PERSONNEL REQUIRED**

The work will need a national Law firm. The Law firm will hold overall responsibility for the organization and management of the activities and shall ensure the quality of all outputs with specific responsibility. The Law firm will be the focal point for all communications between the CISNR, GIZ and NEECA. Preferred qualifications include:

- i. The Law firm is expected to be a person or firm or a consortium of firms with appropriate and sufficient capabilities, resources, and experience to execute the full extent of the scope of services to a very high quality.
- ii. The Law firm shall have demonstrated experience in planning and conducting work on buildings EE, with a focus on policy and regulations design and implementation, and also in-depth knowledge of business models, financing mechanisms, and international best practices.
- iii. The Law firm must have prior experience in consultancies similar to this consultancy, carried out during the past 5 years. The Law firm should provide a list of such work and associated references. In the case of a consortium, a proven record of completing similar assignments in collaboration with their proposed partner firms (consortium members), including local partners, would be also advantageous.
- iv. The Law firm firm/consortium, and/or team members should include a mixed team of international and regional/local experts, and collectively possess multi-disciplinary expertise, experience and skills to perform all the tasks. Due to scope of the work, it is

strongly preferred that a legal expert with experience and knowledge of Pakistan's policy and regulatory landscape is included as part of the team.

- v. Five years' experience as a law firm in international institutions or UN agencies. Experience of working in the preparation of project completion report/impact assessment will be required.
- vi. Experience in preparing/monitoring/managing development programs for governments and international financing institutions.
- vii. Extensive experience in organizational assessment and analysis, together with the preparation/assessment of capacity development programs.
- viii. Excellent skills in English (written and spoken), and good report writing skills

## **7. REPORTING, LOCATION, AND TIME FRAME OF THE ASSIGNMENTS:**

- The assignment shall be over the period 1<sup>st</sup> of November 2023 to Oct 2024, with a total duration of 12 months and working (250) days.
- The Law firm will be supervised by the CISNSR and GIZ Teams. The CISNR Team will provide overarching supervision to the process and will provide feedback and guidance to achieve the goal and specific objectives of the consultancy.
- All deliverables are expected to be finalized through rigorous consultative meetings and in-depth discussions with the NEECAC and key partners at local and National levels and relevant stakeholders.

## **8. CONTRACT ADMINISTRATION:**

- Client's Input: Will provide access to all required documents (standard template for Project Completion Report (PCR), Project Appraisal Document, Financing Agreement, detailed technical documents, Project Progress Reports, relevant official communications on the project, etc.).
- Logistics: The EA will make necessary arrangements related to field visits.
- Confidentiality: The Law firm shall not, during the term of this Contract and within 3 years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the CISNR's business or operations without the prior written consent of the CISNR.
- Ownership of Material: Any study report or other material, graphic, software or otherwise, prepared by the Law firm for the CISNR under this Contract shall belong to and remain the property of the CISNR.



## **Building Codes Local Consultant** **(1-person x 100 days)**

### **1. Rationale**

The government of Pakistan and GIZ aims to strengthen NEECA in developing a complete framework for the transformation of the construction sector into a sustainable and energy efficient sector. The project is funded by GIZ to be carried out by Centre for intelligent systems and Networks Research, UET Peshawar in Collaboration with NEECA. The project implementation started in September 2023 to be completed by 30th Nov 2024. The project aims to bring the building energy sector at par with the international standards by the review of the current building energy codes of Pakistan, review of the laws, by-laws, rules and regulations for implementing the ECBC, looking into international best practices, developing energy efficiency certification regimes, performing the life cycle analysis for typical houses/apartments in Pakistan and recommending the sustainable designs that can be used in housing schemes. The objective is to develop a construction sector with:

- developed policies,
- codes,
- regulations,
- certification systems

that can be implemented with the help of national and local authorities.

Following the completion of implementation, this project targets to provide a complete framework for the transformation of the construction sector into a sustainable and energy efficient sector, a database operated by a national institution provides information taking account of energy, climate and environmental issues in new buildings.

### **2. OBJECTIVES OF THE CONSULTACY**

The objectives of the building energy code consultant are (though not limited to) to

- a) Conduct a comprehensive review and assessment of Pakistan's existing building energy codes and regulations the ECBC-2023, to identify strengths, weaknesses, and areas for improvement.
- b) Change the code according to different climate regions of Pakistan.
- c) Evaluate the level of compliance with the current building energy codes in the construction industry, identifying common deviations and challenges.
- d) Identify gaps and discrepancies in the existing codes compared to international best practices and energy efficiency standards.
- e) Propose energy-efficient design strategies, technologies, and materials that can be

integrated into building construction to meet or exceed energy conservation goals according to the regional climate conditions.

- f) Conduct a cost-benefit analysis to assess the economic feasibility of proposed code changes and energy-efficient measures.
- g) Collaborate with relevant government agencies, industry associations, architects, builders, and other stakeholders to gather input and build consensus on recommended code revisions.
- h) Provide technical assistance and expertise in the development or revision of building energy codes and related regulations.
- i) Establish mechanisms for monitoring and reporting on the implementation and impact of revised building energy codes.
- j) Benchmark Pakistan's building energy codes against those of other countries with successful energy conservation programs and green building standards.
- k) Maintain detailed records of the review process, findings, recommendations, and any stakeholder interactions, and prepare clear and comprehensive reports for stakeholders and decision-makers.
- l) Provide guidance and support for the implementation of revised building energy codes, including assistance with compliance enforcement mechanisms.
- m) Establish key performance indicators (KPIs) to measure the effectiveness and impact of code revisions on energy conservation and sustainability goals.
- n) Promote the integration of sustainability principles, such as renewable energy adoption, water conservation, and eco-friendly materials, into building energy codes.
- o) Continuously update knowledge and expertise in building science, energy-efficient technologies, and sustainability trends to ensure codes remain relevant and effective.

### **3. SCOPE OF THE SERVICES**

The scope of the assignments will include, but not necessarily be limited to the following:

- a) Review the project documents and prepare the main text for the review of ECBC-2023.
- b) Discuss with the Executing Agency (EA) officials and main parties involved in the implementation.
- c) Make field visits and conduct survey to collect feedback from beneficiaries (semi-structured interview).
- d) Conduct Stakeholder workshop(s) to provide collective perspective.
- e) Assess the performance and achievements of the project in terms of implementation plans and objectives fixed during the initial evaluation.
- f) Assess outputs, outcomes and impacts.
- g) Review and evaluate the compliance with financial covenants.
- h) Analyse financial results, the total project cost, financing plan, and disbursements against the estimates made during the appraisal.
- i) Assess the performance of the monitoring and evaluation system;
- j) Identify problems and obstacles encountered during the implementation and formulate

lessons learned.

- k) Complete the reports as per the standard reporting template of the NEECAC - incorporating visual (high-resolution pictures, posters, plans, etc.) on the project.
- l) Prepare a knowledge brief.
- m) The Consultant shall ensure that all recommendations provided are specific, practical and grounded in reality. Discuss with the Executing Agency (EA) officials and main parties involved in the implementation.
- n) Conduct Stakeholder meetings to provide collective perspective.
- o) Assess the performance and achievements of the project in terms of implementation plans and objectives fixed during the initial evaluation.
- p) Assess outputs, outcomes and impacts.
- q) Review and evaluate the compliance with financial covenants.

#### **4. EXPECTED DELIVERABLES OF CONSULTANT FIRM**

A comprehensive report that summarizes the consultant's findings after reviewing the Energy Conservation Building Code 2023. This report should include a detailed analysis of the existing code's strengths and weaknesses.

- **Recommendations Document:** A document outlining specific recommendations for code revisions or enhancements to improve energy efficiency and sustainability. These recommendations should be clear, well-documented, and supported by data and evidence.
- **Code Revisions Draft:** If applicable, a draft of the revised sections of the Energy Conservation Building Code 2023 based on the consultant's recommendations. This draft should be prepared in a format that can be easily integrated into the existing code.
- Any technical documents, research papers, or supporting materials that the consultant used to inform their recommendations and revisions.
- **Stakeholder Engagement Summary:** A summary of the consultant's engagement with relevant stakeholders, including government agencies, industry professionals, and environmental experts. This should include feedback received and how it influenced the recommendations.
- A presentation or workshop to communicate the findings, recommendations, and proposed code revisions to key stakeholders. This can include government officials, architects, builders, and other interested parties. If applicable, a summary of any public consultations or workshops held to gather input and feedback on the proposed code revisions. This should include a synthesis of public opinion and suggestions.
- **Implementation Plan:** Recommendations or guidance on how the revised code should be implemented, including any suggested timelines, regulatory changes, or resources required.
- **Monitoring and Evaluation Framework:** A framework for monitoring and evaluating the effectiveness of the revised code in improving energy efficiency and sustainability in construction projects.

A final report that includes all the above-mentioned deliverables in a consolidated format. This report should serve as a reference document for stakeholders and decision-makers.

If necessary, the consultant may provide training materials or resources to help stakeholders

understand and comply with the revised code.

The consultant will provide regular updates and progress reports throughout the project to keep the project director informed of his/their work. Effective communication and collaboration between you and the consultant are essential for a successful outcome.

These key deliverables should be well-documented, comprehensive, and actionable, with clear guidance on how to implement the proposed changes and strategies. They will serve as the foundation for advancing energy efficiency and sustainability in Pakistan's construction sector and bringing it in line with international standards.

## **5. PERSONNELS REQUIRED**

The work will need a national Consultant. The Consultant will hold overall responsibility for the organization and management of the activities and shall ensure the quality of all outputs with specific responsibility for leading the working group and conduct preliminary impact assessment. Preferred qualifications include:

- The Consultant is expected to be a person or firm or a consortium of firms with appropriate and sufficient capabilities, resources, and experience to execute the full extent of the scope of services to a very high quality.
- The Consultant shall have demonstrated experience in planning and conducting work on buildings EE, with a focus on policy and regulations design and implementation, and also in-depth knowledge of business models, financing mechanisms, and international best practices.
- The Consultant must have prior experience in consultancies similar to this consultancy, carried out during the past 5 years. The Consultant should provide a list of such work and associated references. In the case of a consortium, a proven record of completing similar assignments in collaboration with their proposed partner firms (consortium members), including local partners, would be also advantageous.
- Due to scope of the work, it is strongly preferred that a legal expert with experience and knowledge of Pakistan's policy and regulatory landscape is included as part of the team.
- Expert or experts with Master's or bachelor's degree in architecture/civil/mechanical/building physics/Energy Management or other relevant field;
- Five years' experience as a consultant in international institutions or UN agencies. Experience of working in the preparation of project completion report/impact assessment will be required.
- Experience in preparing/monitoring/managing development programs for governments and international financing institutions.
- Extensive experience in organizational assessment and analysis, together with the preparation/assessment of capacity development programs.
- Excellent skills in English (written and spoken), and good report writing skills.

# **Building Energy Certification System Development Consulting Firm**

## **1. Rationale**

Scope of this Assignment includes technical review of the recently developed building energy codes, Develop Framework for implementing the energy code (as we do not have well developed laws/regulations and institutions to regulate the building energy codes) and finally Develop a building certification system as per the building energy code.

we need experts to review our codes, help develop framework for implementing the energy codes and develop a building certification system. The consultants may review our work/progress on our work and provide necessary inputs/guidance to develop an ecosystem for buildings in Pakistan.

As a follow up

- Processes or work methods for developing thermal regulations (building energy codes already developed) for the following types of buildings under study: houses, apartment buildings, offices, schools, etc. (any conditioned building above 200 sq. meter or unconditioned 300 sq. meter or greater than 50kW Load)
- Devise methods for verifying compliance with regulations.
- Planning & Implementation of Activities of the Working Group.
- Coordination and Liaison with all stakeholders including Officials, Trainers/ Moderators/ Speakers, and Beneficiaries/ Trainees
- Monitoring, Evaluation and Quality Assurance
- Keeping Close Liaison with PE, Sharing Ideas, Presenting Feasible Plans, and Providing Data (when & where required) along with Submission of timely Reports to the PE particularly Inception Report, Progress Report/s (along with Lessons Learned for Policy Decisions & timely interventions for Improvements), and Final/ Completion Report
- Extending Technical Assistance (when & where needed) and Provision of Consulting Services (when & where needed)

## **2. OBJECTIVES OF THE CONSULTACY**

The objectives of this consultancy are (though not limited to) to

- Conduct a comprehensive review of the existing Energy Conservation Building Code (ECBC) of Pakistan to identify areas where it aligns with international standards and where improvements are needed.
- Help with developing energy efficiency certification systems that can be applied to buildings in Pakistan. These systems should promote and recognize buildings that meet high energy efficiency standards.
- Provide recommendations for sustainable building designs and construction practices that can be applied to housing schemes in Pakistan. These recommendations should consider local climate conditions, available resources, and affordability.

- Assist in the development of policies that support energy efficiency and sustainability in the construction sector. Work with government agencies to advocate for policy changes that align with international standards.
- Propose enhancements and revisions to the Energy Conservation Building Code (ECBC) to bring it in line with international standards and best practices.
- Provide training and capacity-building programs for architects, engineers, contractors, and other stakeholders in the construction sector to ensure they have the knowledge and skills to implement energy-efficient and sustainable designs.
- Promote the adoption of energy efficiency certification regimes among builders and developers, highlighting the benefits of certification for market competitiveness and environmental sustainability.

### **3. SCOPE OF THE SERVICES**

The Firm shall engage minimum two International Consultants to assist in the preparation of the framework for the above- mentioned project. The scope of the assignments will include, but not necessarily be limited to the following:

- i. Discuss with the Executing Agency (EA) officials and main parties involved in the implementation.
- ii. Conduct Stakeholder meetings to provide collective perspective.
- iii. Assess the performance and achievements of the project in terms of implementation plans and objectives fixed during the initial evaluation.
- iv. Assess outputs, outcomes and impacts.
- v. Review and evaluate the compliance with financial covenants.
- vi. Analyse financial results, the total project cost, financing plan, and disbursements against the estimates made during the appraisal.
- vii. Assess the performance of the monitoring and evaluation system.
- viii. Identify problems and obstacles encountered during the implementation and formulate lessons learned.

### **4. EXPECTED DELIVERABLES OF CONSULTANT FIRM**

The key deliverables for the Consultant Firm in a project aimed at bringing the building energy sector in Pakistan up to international standards and enhancing energy efficiency and sustainability would be comprehensive and essential for the successful completion of the project. Here are the key deliverables:

- Auditing the detailed report assessing the current state of building energy codes in Pakistan, highlighting strengths and weaknesses, and providing recommendations for improvements.
- Auditing the report on Development of frameworks for energy efficiency certification systems applicable to various types of buildings (e.g., residential, commercial) in

Pakistan.

- Auditing the Detailed guidelines and recommendations for sustainable building designs, construction practices, and materials that can be implemented in housing schemes in Pakistan.
- Auditing the report on Frameworks for policy development and advocacy materials aimed at promoting energy efficiency and sustainability in the construction sector. This should include proposed policy changes and strategies for their implementation.
- Auditing the Proposed revisions and enhancements to the Energy Conservation Building Code (ECBC) of Pakistan to align it with international standards and best practices.
- Providing an analysis report on the plan for promoting the adoption of energy efficiency certification regimes among builders and developers, including marketing and outreach strategies.
- Recommendations for continuous improvement in the construction sector's energy efficiency and sustainability efforts, including strategies for ongoing measurement and optimization.

These key deliverables should be well-documented, comprehensive, and actionable, with clear guidance on how to implement the proposed changes and strategies. They will serve as the foundation for advancing energy efficiency and sustainability in Pakistan's construction sector and bringing it in line with international standards.

## **5. PERSONNELS REQUIRED**

The Firm shall engage minimum two international consultants with at least one consultant from technologically advanced countries to work with CISNR team for the project duration. The Consultant will hold overall responsibility for the organization and management of the activities and shall ensure the quality of all outputs with specific responsibility for leading the review of Energy Conservation Building Codes-2023 of Pakistan. Preferred qualifications include:

- The Consultants are expected to have appropriate and sufficient capabilities, resources, and experience to execute the full extent of the scope of services to a very high quality.
- Basic knowledge of buildings (construction, operation) (building energy codes already developed).
- Specific technical areas of interest: thermal performance, environmental considerations, indoor comfort, and the final metrics: energy consumption, CO2 emissions.
- The Consultants shall have demonstrated experience in planning and conducting work on buildings' Energy Efficiency, with a focus on policy and regulations design and implementation, and also in-depth knowledge of business models, financing mechanisms, and international best practices.
- The consultants must have prior experience in research of material testing procedures, evaluation and assessment of carbon components for energy-efficient buildings
- The Consultants must have prior experience in consultancies similar to this consultancy, carried out during the past 5 years. The Consultants should provide a list of such work and

associated references. In the case of a consortium, a proven record of completing similar assignments in collaboration with their proposed partner firms (consortium members), including local partners, would be also advantageous.

- Extensive experience in organizational assessment and analysis, together with the preparation/assessment of capacity development programs.
- The lead consultant (Foreign) shall have Extensive experience in building energy efficiency codes in technologically advanced countries.



## **Building Life Cycle Analysis Consulting Firm**

### **6. Rationale**

Scope of this Assignment includes technical review of Life cycle analysis framework internationally and help devise one for the various climate zones of Pakistan incorporating it into the building certification system.

we need experts to devise methodologies for Life Cycle Analysis Framework for various climate zones in Pakistan, help develop implementation strategies and the software management system to evaluate LCA. The consultants may review our work/progress on our work and provide necessary inputs/guidance to develop an ecosystem for buildings in Pakistan.

As a follow up

- Estimation of energy usage and data aggregation by experimental identification, Devise methods for verifying compliance with regulations.
- Planning & Implementation of Activities of the Working Group.
- Experimental monitoring, dynamic simulation and post occupancy evaluation
- City analysis simulation
- Cumulative Embodied and Operational Emissions of Retrofit in Pakistan Zero Carbon Houses
- Coordination and Liaison with all stakeholders including Officials, Trainers/ Moderators/ Speakers, and Beneficiaries/ Trainees
- Monitoring, Evaluation and Quality Assurance
- Keeping Close Liaison with PE, Sharing Ideas, Presenting Feasible Plans, and Providing Data (when & where required) along with Submission of timely Reports to the PE particularly Inception Report, Progress Report/s (along with Lessons Learned for Policy Decisions & timely interventions for Improvements), and Final/ Completion Report
- Extending Technical Assistance (when & where needed) and Provision of Consulting Services (when & where needed)

### **7. OBJECTIVES OF THE CONSULTACY**

The objectives of this consultancy are (though not limited to) to

- Conduct a comprehensive review of Embodied versus operational environmental indicators.
- Help with cradle-to-grave Life Cycle Analysis of energy conservation measures for a planned large, medium-rise office building and small residential buildings in Pakistan. These LCAs should be scalable to similar structures in various climate zones.
- Provide recommendations for sustainable building designs and construction practices that can be applied to housing schemes in Pakistan. These recommendations should consider local climate conditions, available resources, and affordability.

- Provide LCA solutions focused on structure, envelope, and operational systems and Assist in the development of policies that support energy efficiency and sustainability in the construction sector. Work with government agencies to advocate for policy changes that align with international standards.
- Propose enhancements and revisions to the Embodied energy saving strategies encompassed the application of lean design principles and integration of low carbon materials.
- Provide training and capacity-building programs for architects, engineers, contractors, and other stakeholders in the construction sector to ensure they have the knowledge and skills to implement energy-efficient and sustainable designs.
- Promote the adoption of energy efficiency certification regimes among builders and developers, highlighting the benefits of certification for market competitiveness and environmental sustainability.
- Provide a mechanism for obtaining the combined impact of finite resource depletion and pollutant release of life cycle energy and pollutant flows associated with buildings.

## **8. SCOPE OF THE SERVICES**

The Firm shall engage minimum two International Consultants to assist in the preparation of the framework for the above- mentioned project. The scope of the assignments will include, but not necessarily be limited to the following:

- ix. Discuss with the Executing Agency (EA) officials and main parties involved in the implementation.
- x. Conduct Stakeholder meetings to provide collective perspective.
- xi. Assess the performance and achievements of the project in terms of implementation plans and objectives fixed during the initial evaluation.
- xii. Assess outputs, outcomes and impacts.
- xiii. Review and evaluate the compliance with financial covenants.
- xiv. Analyse financial results, the total project cost, financing plan, and disbursements against the estimates made during the appraisal.
- xv. Assess the performance of the monitoring and evaluation system.
- xvi. Identify problems and obstacles encountered during the implementation and formulate lessons learned.

## **9. EXPECTED DELIVERABLES OF CONSULTANT FIRM**

The key deliverables for the Consultant Firm in a project aimed at bringing the building energy sector in Pakistan up to international standards and enhancing energy efficiency and sustainability would be comprehensive and essential for the successful completion of the project. Here are the key deliverables:

- Auditing the detailed report assessing **Existing studies on early-stage LCA** in Pakistan, highlighting strengths and weaknesses, and providing recommendations for improvements.
- Auditing the report on Statistical analysis assessing the relative contribution of **embodied versus operational processes** applicable to various types of buildings (e.g., residential, commercial) in Pakistan.
- Auditing the Detailed guidelines and recommendations for sustainable building designs, and **Sustainable Materials** that can be implemented in housing schemes in Pakistan.
- Auditing the report on Frameworks for policy development and advocacy materials aimed at promoting energy efficiency and sustainability in the construction sector in terms of **Operational energy savings**. This should include proposed policy changes and strategies for their implementation.
- Auditing the Proposed revisions and enhancements to the **cumulative scenario with maximum life cycle savings** in the building sector of Pakistan to align it with international standards and best practices.
- Providing an analysis report on the plan for promoting the adoption of **Life cycle carbon / energy saving measures** regimes among builders and developers, including marketing and outreach strategies.
- Recommendations for continuous improvement in the construction sector's energy efficiency and sustainability efforts, including strategies for ongoing measurement and optimization. Providing Relationship between embodied energy / carbon savings and operational performance.

These key deliverables should be well-documented, comprehensive, and actionable, with clear guidance on how to implement the proposed changes and strategies. They will serve as the foundation for advancing energy efficiency and sustainability in Pakistan's construction sector and bringing it in line with international standards.

## **10. PERSONNELS REQUIRED**

The Firm shall engage minimum two international consultants with at least one consultant from technologically advanced countries to work with CISNR team for the project duration. The Consultant will hold overall responsibility for the organization and management of the activities and shall ensure the quality of all outputs with specific responsibility for leading the review of Life Cycle Analysis Framework of Pakistan. Preferred qualifications include:

- The Consultants are expected to have appropriate and sufficient capabilities, resources, and experience to execute the full extent of the scope of services to a very high quality.
- Basic knowledge of buildings (construction, operation) (building energy codes already developed).

- Specific technical areas of interest: thermal performance, environmental considerations, indoor comfort, and the final metrics: energy consumption, CO2 emissions.
- The Consultants shall have demonstrated experience in planning and conducting work on buildings' Energy Efficiency, with a focus on policy and regulations design and implementation, and also in-depth knowledge of business models, financing mechanisms, and international best practices.
- The consultants must have prior experience in research of material testing procedures, evaluation and assessment of carbon components for energy-efficient buildings.
- The Consultants must have prior experience in consultancies similar to this consultancy, carried out during the past 5 years. The Consultants should provide a list of such work and associated references. In the case of a consortium, a proven record of completing similar assignments in collaboration with their proposed partner firms (consortium members), including local partners, would be also advantageous.
- Extensive experience in organizational assessment and analysis, together with the preparation/assessment of capacity development programs.
- The lead consultant (Foreign) shall have Extensive experience in building energy efficiency codes in technologically advanced countries.

### **Required Documents to be Submitted for the Bid**

The following documents shall be submitted by the applying firms at the time of tender opening:

- Technical & Financial Proposals (on the prescribed formats of KPPRA SBDs for Procurement of Consultancy Services of KPPRA)
- Company Profile
- Company Incorporation Certificate, NTN & KPPRA Certificates
- Agreement Deeds/ Contracts and Briefs (as prescribed above in the Remarks Section of the Marking Criteria) of Projects/ Assignments (ongoing or implemented in last 3 years in Pakistan)
- Affidavit/ Undertaking

### **Reporting Mechanism**

Besides the submission of final technical and financial report, the Consulting Firm must submit timely progress report/s (as per agreement in the Contract) where required along with taking the department in loop (where applicable and required).

### **Alteration/ Addition/ Subtraction**

The Department shall be authorized to make in-time necessary changes in the features and/ or scope of an activity or a specific component (during or before the activity; provided it does not affect the schedule or any major component) within the range of total released/ agreed budget. In case if the budget exceeds due to any change desired by the department, the ToRs can be revised upon a mutual agreement of both the parties. In case of Force Majeure, the successful Bidder shall be facilitated accordingly.

### **Required Undertaking**

Undertaking must be submitted along with Cover Letter. It should be signed by the CEO/ MD/ Concerned In-charge. The undertaking must be submitted on a Stamp Paper of PKR 100. All the information must be printed. The undertaking must include the following:

- The provided information, facts figures and documents are correct and not fake.
- The applying entity has never been blacklisted by any government institution in Pakistan.
- The applying entity shall face disciplinary and legal consequences in case of any fake or wrong information is provided.

### **For Queries, Contact**

Office of **Project Director CISNR**, University of Engineering & Technology, Peshawar or call on **(091 9222104)**.

### **Enclosures**

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- Sample Forms for: -
  - Technical Proposal
  - Financial Proposal



**STANDARD FORMS**

**APPENDIX-I**

**TECHNICAL PROPOSAL FORMS**

***FIRM'S REFERENCE***  
**Relevant Services Carried Out in the Last Five Years**  
**Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name: <u>“As in Bid Data Sheet”</u>		Country: Khyber Pakhtunkhwa,
Location within Country: Peshawar, Pakistan		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion (Month/Year):	Date
		Approx. Value of Services (in Rs.)
Name of Associated Firm (s), if any:		No. of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: .		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

Consultants' Name: \_\_\_\_\_



**PRESENT STAFF DEPLOYMENT**

(As of \_\_\_\_\_)

<b>Major Project(s) Presently Undertaken</b>	<b>Project Name</b>	<b>Location</b>	<b>Associates(s)</b>

<b>Field of Expertise</b>	<b>Total Number of Permanent Staff</b>	<b>Staff Assigned to Above Projects</b>

**COMMENTS/SUGGESTIONS OF CONSULTANT**

On the Terms of Reference (TOR)

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
- Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
- Etc.*

**APPROACH PAPER ON METHODOLOGY PROPOSED  
FOR PERFORMING THE ASSIGNMENT**

Approach and Methodology proposed by the firm to carry out the assignment is sub divided into several areas which include the following heads.

- Understanding of objectives
- Quality of Methodology
- Innovativeness
- Conciseness, Clarity & Completeness in Proposal Presentation

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

1. Proposed Position:

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2. Name of Firm:

---

3. Name of Staff:

---

4. Profession:

---

5. Date of Birth:

---

6. Years with Firm:

---

7. Nationality:

---

8. Membership in Professional Societies:

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9. Detailed Tasks Assigned on the Project:

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10. Key Qualifications: optional

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

11. Education: optional

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

12. Employment Record: Required

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.

13. Languages: - optional

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

14. Certification: Required

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

\_\_\_\_\_

Signature of Staff Member

Date: \_\_\_\_\_

Day/Month/Year

**WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL (Optional)**

Name	Position	Months (in the form of a Bar Chart)															Number of Months
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	

Full Time: \_\_\_\_\_  
 Part Time: \_\_\_\_\_ Activities Duration \_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_

(Authorized Representative)

Full Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Address \_\_\_\_\_

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO  
BE ASSIGNED TO EACH TEAM MEMBER**

**1. Technical/Managerial Staff**

<b>Name</b>	<b>Position</b>	<b>Task Assignment</b>

**APPENDIX-II**  
**FINANCIAL PROPOSAL FORMS**



**FINANCIAL PROPOSAL FORMS**

**SUMMARY OF COST (in PKR)**

I. Final cost in PKR (in figure) (I+II+III) \_\_\_\_\_

(in words) \_\_\_\_\_

Dated \_\_\_/\_\_\_/\_\_\_\_\_

Chief Executive/Authorized Signature & Seal \_\_\_\_\_

Address of the company \_\_\_\_\_

**[Form shall be submitted on Company letter head and signed by Chief Executive or Authorized Agent]**

## Part-II

### 13.CONTRACT AGREEMENT (Sample)

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

WHEREAS, the PE wishes to have the Consultant Performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services
  - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral Part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time Period listed in such Annex, and the Personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to Perform the Services.
2. Term
 

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

The PR firm/Advertising Agency shall be entirely responsible for all applicable taxes, duties and other such levies imposed by the concerned local provincial and federal authorities in Pakistan

  - A. Ceiling
4. Payment
 

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

  - B. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days

following submission by the Consultant of invoices in duplicate to the Coordinator designated in Paragraph 4.

5. Project Administration

A. Coordinator

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

B. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. Records and Accounts

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

6. Performance Standard

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

7. Confidentiality

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

8. Ownership of Material

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

9. Liquidated damages

If and where applicable, liquidated damages (LD) shall be levied for delay start date of services @ Rs. 1000.00 per day. However, the amount so deducted shall not exceed, in the aggregate the value of the performance security.

10. Legal status to render Survey

The Bidder must be allowed and meet all conditions set forth by the GoKP to render PR services and licensed as such.

11. Force Majeure

Force majeure shall mean any campaign, act or other circumstances not being a campaign, act or circumstance under the control of the Department or of the PR firm. Non-availability of materials/ supplies/ Human resource/other resource ancillary and incidental to the conduct of instant services or of import license or of export permit or requisite NOC from concerned department/agency shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date, then the delivery date may be extended appropriately by the Department keeping in view all the circumstances and requirements of the Department.

The PR firm shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure/ delay in performance/ discharge of obligations under the Contract is the result of a campaign of Force Majeure.

If a Force Majeure situation arises, the PR firm shall, by written notice served on the Department, indicate such condition and the cause thereof. Unless otherwise directed by the Department in writing, the PR firm shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not pre campaigned by the Force Majeure campaign.

9. Dispute Resolution

- i). The Department and the PR/ Consulting firm shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- ii). If, after thirty working days, from the commencement of such informal negotiations, the Department and the consulting firm have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by Secretary Law, Parliamentary Affairs and Human Rights Department KP in accordance with said Law. The award shall be final and binding on the parties.

FOR THE PROCURING ENTITY

FOR THE FIRM/BIDDER

Signed by

Signed by

Title:

Title: