



University of Engineering & Technology Peshawar

REQUEST FOR PROPOSAL (RFP)

For

Firms

For

Building Certification Database and Maintenance System (BEM System)
Web Interface Development for Energy Efficiency Certification System (Application)

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 Consulting Firm in the 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 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 or portion thereof payable to the Consulting firm under the Contract in place of the performance and conduct of the campaign and associated activities as per the 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 the University of Engineering & Technology, Peshawar.
- f) "Consultant" means a registered For-Profit Organization or a Consulting Firm in the relevant field as specified 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 that 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 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 according 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

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**”. This request aims to hire Firms/ Companies for the development of:

Building Certification Database and Maintenance System (BEM System)
Web Interface Development for Energy Efficiency Certification System

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, the scope of work, and technical specifications can be obtained from the office of the 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 the single package containing two envelopes separately sealed Technical and Financial Bid marked in bold and legible letters. Pre-bid Meeting shall be held on, **Monday, 18th of March 2024 at 3:00 pm** in the office of the undersigned.

Sealed bids shall be submitted latest by **Wednesday, April 17th, 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 by 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 Firms requiring 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 Firms.
- 2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its initiative or in response to a clarification requested by an invited 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. Firms are required to provide professional, objective, and impartial advice and hold the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their corporate interest. Firms should 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 Firms or the termination of its Contract without limitation on the generality of the foregoing, Firms, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances.
- 2.5 Fraud and Corruption:
 - 2.5.1 It is the Government's policy that Firms 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” include 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 to 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:** Under Rule (5) of KPPRA Rules 2014 Firm undertakes to sign an Integrity Pact in accordance with the 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 the issue of the 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 the 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 financial proposal. Your proposal shall be written in the 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 the rejection of your proposal.
- 3.3 During the 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 the 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 an 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 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 undertaken.

I-Form-3 Firms' understanding of the objectives of the project, their approach towards the assignment, and a description of methodology that the firm proposes to perform on the activities and completion of the assignment.

I-Form-4 Any comments or suggestions on the ToRs;
The Firm'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 the number of years with the firm and the degree of responsibility held in various assignments, especially during the last ten (10) years.

I-Form-6 A work plan and schedule for the key personnel also shows the details of functions to be performed by each key personnel.

I-Form-7 The composition of the proposed staff team, the tasks that would be assigned to each staff member, and their positions.

Any additional information as requested in the Data Sheet.

3.5 The technical proposal shall not include any financial information. The Firm'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 Firms 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 the 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, the Chairperson of the 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 **Friday, 15th March, 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 the official website of the information department.

4.9 Proposal Opening: The Procurement Committee would open the proposal, in the presence of authorized representative(s) of the bidder who chooses 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	Functional Office in Pakistan <i>A functional office or Sub-Office or Camp Office in Pakistan for the last 2 Years is mandatory.</i>	5 Marks <i>1 marks for each completed year up to five years.</i>	The department can physically visit the office or verify the records

2.	<p>Personnel (Regular Professional Staff and relevant qualification/experience)</p> <p>Staff must have been on the company's payroll for the last one year.</p> <p>Staff Composition shall have a Proper Structure of Management.</p>	<p>5 Marks</p> <p>1 mark each for key staff members with 3 years' experience Up to 5 marks Max marks: 5</p>	<p>Contracts' Copies, Payroll Slips, and CNICs shall be provided.</p> <p>Key Staff must have a minimum qualification of 16 years with 3-5 years' post-qualification, and professional experience.</p>
3	<p>Financial Sustainability (Financial statement for last 3 to 5 years)</p>	<p>5 marks</p> <p>1 mark per Financial Statement above 10 million turnovers.</p>	<p>Financial Statement (Balance Sheet & Income Statement for last 5 Years to be provided.</p>
4	<p>Registration with ISO/Registrar of Companies</p>	<p>5 Marks</p> <p>i. Registration with Registrar of Companies (1 Mark) ii. Active Status with FBR (I/Tax) (1 Mark) iii. Registration with any other financial body (1 Mark) iv. ISO Certification (2 Marks)</p>	<p>Certificate to be attached</p>
Adequacy for Assignment (20 Marks)			
5	<p>Projects' Execution Execution of Projects' Activities in Pakistan in the last 10 Years</p>	<p>10 Marks</p> <p>i. 1 mark each for projects with Pakistani firms up to 4 Marks. ii. 1 Mark each for the project with international donors up to 3 marks. iii. 1 Mark each for the project with the Government departments in Pakistan up to 2 marks.</p>	<p>Agreement Deeds/ Contracts shall be provided along with a 1-2 Page/s Brief of relevant Projects.</p>
6	<p>Methodology, Work Plan, Innovation and Approach</p>	<p>10 marks</p> <p>Methodology, Innovation & Approach: 5</p>	<p>Proposal shall be submitted on the format of SBDs of KPPRA for Procurement of Consultancy Services.</p>

		Work Plan: 2.5 Technical Feasibility: 2.5 marks	
<i>Experience (60 Marks)</i>			
7	<p><i>Experience of Implementing Similar Nature Projects/ Assignments</i> (Ongoing or Completed assignments/ projects implemented in last 10 years in Pakistan)</p> <p><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></p> <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>60 Marks</p> <p><i>5 marks per relevant project/ assignment up to 40 Marks only. 20 Marks for extra points as under</i></p> <p><i>Each Project's worth must be at least 5-20 million or above. A project worth above 20 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>Max Marks: 60</p>	<p>Agreement Deeds/ Contracts shall be provided along with 1-2 Page/s Brief of relevant Projects.</p> <p><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 implementation experience abroad.</i></p>

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:

$$**S = St \times T \% + Sf \times P\%**$$

6. CONTRACT NEGOTIATION

6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Firm 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 Firms 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 Firms 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 Firms and approved by the competent authority. Upon successful completion of negotiations/ Initialling of the draft contract, the Client shall promptly inform the other Firms that their proposals have not been selected.

The selected Firm 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 30 days beyond the completion of the period of the 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 a cross cheque through on-account payment in the name of the bidder.
- 9.2 Payment shall be made in the 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 the first Draft Inception Report.
 - iii. 30% payment shall be made upon project deliverables as per the mutual agreement of both parties (to be decided at the time of contract signing during the 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 the 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. Building Energy Certification Database and Maintenance System (BEM System)
2. Web Interface Development for Energy Efficiency Certification System

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 the Authorized Agent can apply for a Bidder housed outside the country for the bid and the 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 fields 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 **15th March 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: **Monday, 25th of March 2024 till 11:00 AM** which will be opened the same day at **11:30 AM** in the **Conference Hall** of the University of Engineering & Technology (UET), Peshawar.
- 4.4 The validity period of the proposal is 90 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 **15th of April 2024** and will expectedly complete till 15th **June 2024** or an extended period to be decided by the Client and informed accordingly.

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.

Software Requirement Specification (SRS)

Project Name:

Building Energy Certification Database & Maintenance System

Introduction

The Building Energy Certification Database & Maintenance System is a cutting-edge software solution to address the certification system of new buildings in Pakistan. Created to address the pressing need for streamlined compliance verification with building energy codes, this system sets a new standard for energy efficiency certification in the construction industry.

Ensuring compliance with energy codes is paramount to reducing energy consumption, mitigating environmental impact, and fostering sustainable building practices. However, navigating the complexities of energy code requirements can be daunting without the right tools and guidance. The Building Energy Efficiency Certification System aims to simplify this process by offering a comprehensive and user-friendly platform for architects, engineers, and building code officials to verify compliance with energy efficiency standards.

Scope / Functional Requirements

The scope of the system encompasses the development and implementation of a robust software platform designed to facilitate compliance verification with commercial building energy codes. Targeted toward architects, engineers, building code officials, and other stakeholders involved in the construction industry, the system aims to streamline the process of assessing and certifying the energy efficiency of commercial building designs.

User Interface:

The system will feature an intuitive and user-friendly interface, accessible via desktop and potentially mobile devices, to facilitate data entry, analysis, and reporting functionalities.

- a. Simple and intuitive interface for entering building construction and design data.
- b. Clear instructions and prompts for users.
- c. Support for English and possibly Urdu, considering the local user base.

Data Input and Processing:

Users will be able to input building design data, including location, square footage,

occupancy type, construction materials, HVAC systems, lighting types, insulation levels, and other relevant parameters. The system will process this data using advanced algorithms to calculate energy consumption and assess compliance with applicable energy codes.

Input Requirements:

- a. Fields for user data inputs
- b. Fields to input building characteristics such as location (climate zone), climate data, building type, square footage, occupancy type, and wall and roof material data and layers.
- c. Options for specifying HVAC systems, lighting types, and other energy-consuming systems.

Note: Attached for reference is Appendix A, which contains sample data input and corresponding calculations. It is imperative to note that both the forms and data presented are preliminary and subject to revision. Therefore, a review will be necessary.

Energy Code Compliance:

- a. Incorporate the relevant energy code for buildings in Pakistan.
- b. Implement algorithms to calculate energy use based on the entered data and compare it against code requirements.
- c. Provide detailed feedback on areas where the design does not meet code requirements.

Energy Calculations:

- a. Include algorithms for calculating energy consumption for heating, cooling, lighting, and other building systems.
- b. Consider factors such as local climate, building orientation, insulation, and occupancy schedules.
- c. Provide potential energy efficiency measures to reduce energy consumption.

Code Compliance Verification:

The system will verify compliance with energy codes and standards relevant to the jurisdiction and building type specified by the user. It will compare calculated energy consumption against the requirements specified in the selected energy code, identifying areas of non-compliance and providing actionable feedback to users.

Reporting and Documentation

Upon completion of the compliance verification process, the system will generate comprehensive reports summarizing the energy performance of the building design. These reports will include detailed analyses, compliance status, recommendations for improvement, and other relevant information to assist users in making informed decisions.

- a. Generate comprehensive reports detailing energy use, compliance status, and areas for improvement.
- b. Include recommendations for energy-efficient design strategies to help users achieve compliance.
- c. Compliance and non-compliance certificate based on the data input for the approval of the architecture from the approving authority.

Building Certification Record Maintenance Provision:

The system shall maintain a database or storage repository to securely store all certificates issued through the Building Energy Efficiency Certification System. Each certificate stored in the system shall be associated with the parameters of the building design used for certification, including but not limited to:

- Location of the building.
- Square footage of the building.
- Occupancy type (e.g., commercial, residential).
- Construction materials used.
- HVAC systems and configurations.
- Lighting types and fixtures.
- Insulation levels.

Other relevant parameters are specified during the certification process.

The system shall ensure the integrity and confidentiality of stored certificates and building parameters, employing appropriate security measures such as encryption, access controls, and audit trails.

The system shall support efficient search and retrieval functionality to locate specific certificates based on criteria such as building location, certification date, or compliance status.

Administrators shall have the ability to manage stored certificates, including the ability to update, delete, or archive certificates as needed, while maintaining a comprehensive audit trail of all changes.

Compliance with relevant data protection regulations and industry best practices shall be ensured in the storage and handling of certificates and building parameters, including but not limited to GDPR, HIPAA, or other applicable standards.

Customization and Flexibility:

Users will have the ability to customize input parameters to reflect the unique characteristics of their building projects. The system will accommodate various building types, climates, and energy code versions, allowing for flexibility in compliance verification.

User Permissions

Users with appropriate permissions shall be able to retrieve and view stored certificates along with the associated building parameters for reference, auditing, or reporting purposes.

Backup and Recovery

The system shall provide backup and recovery mechanisms to safeguard stored certificates and building parameters against data loss or corruption.

Support and Updates:

- a. Provide ongoing support for users for one year after delivering the final product for the smooth operation of the system.
- b. Plan for regular updates to incorporate changes in energy codes or software improvements.
- c. The system will provide users with access to extensive support resources, including documentation, tutorials, and technical assistance. Regular updates will be made available to users to incorporate changes in energy codes, software enhancements, and best practices for energy-efficient building design.

Accessibility:

- a. Ensure the software is accessible to users with disabilities, following relevant accessibility guidelines.
- b. The system must provide both English and Urdu interface.

Data Security:

- a. Measures will be implemented to ensure the security and privacy of user data, including encryption of sensitive information, user authentication mechanisms, and adherence to relevant data protection regulations.
- b. The measures taken must be provided by the vendor in writing.

Testing and Validation:

- a. Conduct thorough testing to ensure the accuracy and reliability of calculations.
- b. Validate the software against known building energy performance data and code requirements.

Localization:

Adapt the software to local building practices, regulations, and climatic conditions in Pakistan.

System Requirements:

- Frontend Development Framework: Node JS
- Backend Development Framework: Laravel 10
- DBMS: MySQL

Constraints:

- a. Time frame: 2 months
- b. Free support time frame: 12 months

Software Requirement Specification (SRS)

Project Name:

Web Interface Development for Energy Efficiency Certification System.

Introduction

The Building Energy Efficiency Certification System is a cutting-edge software solution Created to address the pressing need for streamlined compliance verification with commercial and residential building energy codes, this system sets a new standard for energy efficiency certification in the construction industry.

Ensuring compliance with energy codes is paramount to reducing energy consumption, mitigating environmental impact, and fostering sustainable building practices. However, navigating the complexities of energy code requirements can be daunting without the right tools and guidance. The Building Energy Efficiency Certification System aims to simplify this process by offering a comprehensive and user-friendly platform for architects, engineers, and building code officials to verify compliance with energy efficiency standards.

Scope / Functional Requirements

The scope of the system encompasses the development and implementation of a robust software platform designed to facilitate the public to verify the compliance with commercial building energy codes. Targeted toward architects, engineers, building code officials, and other stakeholders involved in the construction industry, the system aims to streamline the process of assessing and certifying the energy efficiency of commercial building designs.

User Interface:

The system will feature an intuitive and user-friendly interface, accessible via desktop and potentially mobile devices, to facilitate data entry, analysis, and reporting functionalities.

- d. Simple and intuitive interface for entering building design data.
- e. Clear instructions and prompts for users.
- f. Support for English and possibly Urdu, considering the local user base.

Data Input and Processing:

Users will be able to input building design data, including location, square footage,

occupancy type, construction materials, HVAC systems, lighting types, insulation levels, and other relevant parameters. The system will process this data using advanced algorithms to calculate energy consumption and assess compliance with applicable energy codes.

Input Requirements:

- d. Fields for user data inputs
- e. Fields to input building characteristics such as location (climate zone), climate data, building type, square footage, occupancy type, and wall and roof material data and layers.
- f. Options for specifying HVAC systems, lighting types, and other energy-consuming systems.

Note: Attached for reference is Appendix A, which contains sample data input and corresponding calculations. It is imperative to note that both the forms and data presented are preliminary and subject to revision. Therefore, a review will be necessary.

Energy Code Compliance:

- d. Incorporate the relevant energy code for buildings in Pakistan.
- e. Implement algorithms to calculate energy use based on the entered data and compare it against code requirements.
- f. Provide detailed feedback on areas where the design does not meet code requirements.

Energy Calculations:

- d. Include state of the art algorithms for calculating energy consumption for heating, cooling, lighting, and other building systems.
- e. Consider factors such as local climate, building orientation, insulation, and occupancy schedules.
- f. Provide potential energy efficiency measures to reduce energy consumption.

Code Compliance Verification:

The system will verify compliance with energy codes and standards relevant to the jurisdiction and building type specified by the user. It will compare calculated energy consumption against the requirements specified in the selected energy code, identifying areas of non-compliance and providing actionable feedback to users.

Reporting and Documentation

Upon completion of the compliance verification process, the system will generate comprehensive reports summarizing the energy performance of the building design. These reports will include detailed analyses, compliance status, recommendations for improvement, and other relevant information to assist users in making informed decisions.

- d. Generate comprehensive reports detailing energy use, compliance status, and areas for improvement.
- e. Include recommendations for energy-efficient design strategies to help users achieve compliance.

Customization and Flexibility:

Users will have the ability to customize input parameters to reflect the unique characteristics of their building projects. The system will accommodate various building types, climates, and energy code versions, allowing for flexibility in compliance verification.

Support and Updates:

- d. Provide ongoing support for users for one year after delivering the final product for the smooth operation of the system.
- e. Plan for regular updates to incorporate changes in energy codes or software improvements.
- f. The system will provide users with access to extensive support resources, including documentation, tutorials, and technical assistance. Regular updates will be made available to users to incorporate changes in energy codes, software enhancements, and best practices for energy-efficient building design.

Accessibility:

- c. Ensure the software is accessible to users with disabilities, following relevant accessibility guidelines.
- d. The system must provide both English and Urdu interface.

Data Security:

- c. Measures will be implemented to ensure the security and privacy of user data, including encryption of sensitive information, user authentication mechanisms, and adherence to relevant data protection regulations.
- d. The measures taken must be provided by the vendor in writing.

Testing and Validation:

- c. Conduct thorough testing to ensure the accuracy and reliability of calculations.
- d. Validate the software against known building energy performance data and code requirements.

Localization:

Adapt the software to local building practices, regulations, and climatic conditions in Pakistan.

System Requirements:

- Frontend Development Framework: Node JS
- Backend Development Framework: Laravel 10
- DBMS: MySQL

Constraints:

- c. Time frame: 2 months
- d. Free support time frame: 12 months

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

- 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 _____)

Major Project(s) Presently Undertaken	Project Name	Location	Associates(s)

Field of Expertise	Total Number of Permanent Staff	Staff Assigned to Above Projects

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:

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:

9. Detailed Tasks Assigned on the Project:

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

Name	Position	Task Assignment

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

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.

Force majeure shall mean any campaign, act or other circumstances not being a campaign, act or circumstance under

11. Force Majeure

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: