

REQUEST FOR PROPOSALS

RFP # [AEDB/CDM/2011/12]

CDM Project Development Consultancy Services



Issued By:

Alternative Energy Development Board.

House No. 3, Street No. 8, F-8/3, Islamabad
Tel: +92-51-9262947-48, E-mail: support@aedb.org

Dated 4th April 2013

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RFP#:AEDB/CDM/2012/12

REQUEST FOR PROPOSALS / BIDS

Alternative Energy Development Board (AEDB) invites Bids from the competent firms for the **CDM Project Development Consulting Services** for the following projects:

- M/s FFC Energy Ltd (FFC)

Registration and Bid documents, containing detail of items and other terms/conditions for each of the projects can be purchased from the undersigned on payment of Rs. 2,000/- through Demand Draft or Pay Order as Tender Document Fee in the name of AEF (non-refundable) on any working day during office hours. The documents are also available on www.aedb.org; www.ntdc.com.pk; www.ppra.org.pk and the websites of the above mentioned companies. In case the document is downloaded from website, the bidder would be required to deposit Demand Draft or Pay Order of Rs. 2,000/- as Tender Document Fee in the name of AEF (non-refundable) at time of bid submission.

Bids should reach to the office of Chief Executive Officer by **2nd May 2013 at 1300 Hrs** along with demand draft for each of the Bid.

Bid shall comprise a single package, clearly indicating **“PROPOSAL FOR THE CDM PROJECT DEVELOPMENT CONSULTANCY SERVICES,”** containing two separate sealed envelopes of technical and financial proposals, marked as **“TECHNICAL PROPOSAL”** & **“FINANCIAL PROPOSAL”** in bold and legible letters, respectively. Single stage 2 envelope procedure of PPRA regulations shall be followed for evaluation of bids.

Technical Bids will be opened on **2nd May 2013 at 1330 Hours** and evaluated first. Technically short-listed companies will be informed accordingly for meeting in accordance with 2 stage procedure for minor modifications in the technical offer. The financial offers shall be opened once the offers of the short listed bidders have been once again evaluated, subsequent to the minor modification of their technical offers. The date for opening financial offers will be communicated to technically selected bidder later on.

The Bid shall be valid for a period of 6 months from the date of the opening of the tender.

AEDB may reject all the bids or proposal at any time prior to acceptance of a bid or proposal assigning grounds for rejection but is not required to justify those grounds.

Director (Admin)
Alternative Energy Development Board
House No. 3, St: 08, F-8/3, Islamabad
Ph: 9262947-48, Fax: 9262977

Section 1. Letter of Invitation

4th April 2013

1. **Government of Pakistan** (“GoP”) has acknowledged the capacity of RE projects to generate CERs and has specified a mechanism in the **Policy for Development of Renewable Energy for Power Generation, 2006** (“RE Policy”) to manage and sale these CERs in the international carbon market. AEDB with the approval of NEPRA has constituted The GoP has constituted a **Joint Management Committee** (“JMC”) as per RE Policy to serve this purpose. The JMC recognizing the need and urgency in stepping forward for promptly accruing the foreseeable financial benefits that wind power projects can earn is intending to get registered current wind power projects with CDM Executive Board through its forum. For that purpose, JMC is requiring the services of a competent consulting firm that would help in getting the process done and enable the wind power projects in hand to get registered for claiming CERs.
2. The AEDB on behalf of **JMC** invites proposals from the competent firms to provide consulting services for development of wind power projects as the CDM Projects in Gharo~Keti Bandar Wind Corridor. More details on the Identified Projects and Scope of Services are provided in Section 4, “Terms of Reference”.
3. The Request for Proposal (RFP) package has been uploaded onto the AEDB,NTDC, FFC and PPRA official websites and should be used for submission of proposals by the eligible firms. The Consultant should download the complete set, and not make any changes to the content and formats of the RFP while submitting the proposals. In case of any dispute during the bidding process, the RFP document and any addenda, which are available on the AEDB,NTDC, FFC and PPRA official websites, shall only govern.
4. A firm will be selected based on the “**Least Cost**” that it proposes, amongst the firms that scored minimum qualifying score in the technical evaluation.
5. The RFP package includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 –Instructions to Consultants
 - Section 3 - Standard Proposal Forms
 - Section 4 - Terms of Reference
 - Section 5–Draft Contract
6. Any amendments to the RFP and the date for bid submission shall only be notified on the www.aedb.org. The Consultants are required to download the updates as and when they are notified.
7. The proposals should be submitted in hardcopies.
8. Those intending to submit the proposals should submit their proposals to AEDB containing all the required information by **2nd May 2013 at 1300 hrs** courier to the following address:

Mr. Arif Alauddin, Chief Executive Officer

Alternative Energy Development Board

House No. 3, Street No. 8, F-8/3, Islamabad, Pakistan

Tel: +92-51-9262947-48, E-mail: support@aedb.org / alauddin@aedb.org /
irfanyousuf@aedb.org

Key Dates:

1. Last date of submission of proposals: **2nd May 2013 at 1300 hrs**
2. Proposal validity **180 days** from the last date for submission of proposals.

Yours sincerely,

Arif Alauddin
Chief Executive Officer
Alternative Energy Development Board

Section 2. Instructions to Consultants

1 Definitions

- a) "AEDB" means the Alternative Energy Development Board having its office at House No. 3, Street No. 8, F-8/3, Islamabad, Pakistan;
- b) "CDM" means the Clean Development Mechanism as defined under Kyoto Protocol;
- c) "CDM-EB" means the CDM Executive Board;
- d) "Consultant" means any entity or person that may provide or provides operational consulting Services to the AEDB under the Contract;
- e) "Contract" means the Contract signed by the Parties to which the General Conditions (GC) are attached with any attachments listed in the Special Conditions (SC);
- f) "CPPA" means Central Power Purchase Authority having its office in WAPDA House Lahore;
- g) "Day" means calendar day;
- h) "DNA" means the Designated National Authority;
- i) "DOE" means the Designated Operational Entity;
- j) "GoP" means the Government of Pakistan;
- k) "Government" means the Government of Pakistan and any of its departments;
- l) "Host Country" means Pakistan;
- m) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals;
- n) "JMC" means Joint Management Committee constituted as per the Section 8.3.3. of the Policy for the Development of Renewable Energy for Power Generation, 2006
- o) "LOI" (Section 1 of the RFP) means the Letter of Invitation attached to the RFP;
- p) "PDD" means the Project Design Development in accordance with formats specified by the CDM-EB;
- q) "PIN" means Project Information Note;

- r) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- s) "Proposal" means the proposals submitted using the forms provided in the Section 3;
- t) "RFP" means the Request For Proposal by the AEDB for the selection of Consultants;
- u) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- v) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- w) "Terms of Reference" (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the AEDB and the Consultant, and expected results and deliverables of the assignment.

2 Introduction

2.1 The interested consultants are invited to submit a Proposal for **“CDM Project Development Consulting Services”**.

2.2 The proposed projects to be developed under these consulting services are described in the Section 4, Terms of Reference.

2.3 The JMC will select a consulting firm/organization in accordance with the Least Cost Selection as described under **para 6**.

2.4 The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.

2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals.

2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The JMC is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

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

2.8 The Consultant shall be aware of its obligations under the Contract to (i) confirm, at the time of signing the Contract, that the Consultant is not knowingly advising any “outside party,” defined to mean an individual or firm (A) with which the Government/JMC/CPA/AEDB is engaged in a formal dispute (i.e., the outside Party is suing or has been sued by the Government/CPA/AEDB/JMC), (B) who is being investigated by the Government/JMC Group for fraud or corruption, or is ineligible to be awarded a Government/CPA/AEDB/JMC contract because of fraud or corruption, or (C) whose complaint against a procurement decision is under review by the Government/CPA/AEDB/JMC.

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

2.10 The JMC requires that all Consultants participating in AEDB consulting assignments to adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the JMC:

- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a CPPA/AEDB/JMC official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the CPPA/AEDB/JMC, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (v) “obstructive practice” is
 - (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive or coercive practices in competing for the contract in question;
- (c) will terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive, obstructive or coercive practices during the selection process or the execution of the contract.
- (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a CPPA/AEDB/JMC/Government contract if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive or coercive practices in competing for, or in executing, a CPPA/AEDB/Government contract; and

- (e) will have the right to require that, in contracts of the JMC, a provision be included requiring Consultants to permit the JMC to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the JMC.

2.11 No Consultant, its Sub-Consultant(s), or associate(s) shall be under a declaration of ineligibility for corrupt and fraudulent practices issued by the JMC. Furthermore, the Consultants shall be aware that the provisions on fraud and corruption stated in the above para 2.10 shall become integral part of the Contract.

2.12 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract.

2.13 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- (i) as a matter of law or official regulation, Pakistan prohibits commercial relations with that country; or
- (ii) by an act of compliance with a decision of the United Nations Security Council, it is prohibited to import of goods and services from that country or any payments to persons or entities in that country;

2.14 Eligible Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. The firms and sub-consultants associated with a Consultant shall not associate with another consultant.

2.15 The Proposals must remain **valid for One Hundred Eighty (180) days** after the last date for submission of proposals. Should the need arise, however, the JMC may request Consultants to extend the validity period of their proposals. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

3 Clarification and Amendment of RFP Documents

3.1 Consultants may request a **clarification** of any of the RFP documents before **the date specified in the Letter of Invitation**. Any request for clarification must be sent in writing, or by standard electronic means to the address indicated in the **para5.5**. Should the AEDB/JMC deem it necessary to amend the RFP as a result of a clarification, it shall do so.

3.2 At any time before the submission of Proposals, the JMC may amend the RFP by issuing an addendum. **The addendum shall be uploaded on the AEDB, NTDC, [respective Company Name] and PPRA websites only.** The Consultants, therefore, are advised to visit the website regularly and check for any addendum.

4 Preparation of Proposal

4.1 The Proposal as well as all related correspondence exchanged by the Consultants and the AEDB, shall be written in the **English** language.

4.2 In preparing their Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

4.3 While preparing the Proposal, if a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants, it may do so. **Any association shall be in the form a Joint Venture only** and all partners shall be jointly and severally liable, and shall indicate who will act as the partner in charge of the joint venture. The Consultant shall enclose the joint venture agreement, if applicable, to the proposal.

4.4 All documents, reports and communication shall be in **English**.

4.5 The Proposal shall provide the information indicated in the following paras using the attached Standard Forms (Section 3). A page is considered to be one printed side of A4 or letter size paper.

- a) a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in **Form-2** of Section 3.
- b) a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Proposals is provided under **Form-3** of Section 3.
- c) The work plan should be consistent with the Work Schedule (**Form-4** of Section 3) which will show in the form of a bar chart the timing proposed for each activity. The Consultant shall propose the **Performance Indicators** for the purpose monitoring the performance, using the **Form 4**, Section 3. The performance indicators proposed by the Consultant shall be subject to negotiation and acceptance by the JMC.
- d) The Consultant shall propose suitable **Professional staff** for the positions as stated in the Section 4, Terms of Reference. The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (**Form-5** of Section 3).
- e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (**Form-6** of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

- f) CVs of the proposed Professional Staff shall be submitted using **Form-7** of Section 3.

4.6 The financial and commercial offers shall be prepared using the attached Standard **Form-8** of Section 3.

4.7 The Consultant's financial proposal shall be **inclusive of all taxes** such as sales tax, service tax, duties, levies, etc.

4.8 Consultants shall express the price of their services in **USD & Pak Rupees**.

5 Submission, Receipt, and Opening of Proposals

5.1 The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letter for the Proposal should be in the format of **Form-1** of Section 3.

5.2 **All the forms as stated in Section 3, Standard Proposal Forms, shall be completed, signed and submitted in a single envelope.** An authorized representative of the Consultants shall initial all pages of the original Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed proposal shall be marked "ORIGINAL".

5.3 The Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. **Original and Three copies** of the Proposal shall be submitted. All required copies of the Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Proposal, the original governs.

5.4 The original and all copies of the Proposal shall be placed in a sealed envelope clearly marked "**Proposal for the CDM Project Development Consultancy Services**" followed by the **Consultant' name, RFP number** and with a warning "**Do Not Open Before [mention the last date and time for proposal submission]**". The AEDB shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a cause for Proposal rejection.

5.5 The Proposals must be sent to the following **address**:

Mr. ArifAlauddin, Chief Executive Officer

Alternative Energy Development Board

House No. 3, Street No. 8, F-8/3, Islamabad, Pakistan

Tel: +92-51-9262947-48, E-mail: support@aedb.org / alauddin@aedb.org / irfanyousuf@aedb.org

5.6 The Proposals must be received by the AEDB no later than **the date specified in the Letter of Invitation**. Any proposal received by the AEDB after the deadline for submission shall be returned unopened.

5.7 The proposal should be submitted along with demand draft in name of AEDB amounting USD 5,000/- as Bid Bond for each of the Bid. The Bid Bond shall be returned to unsuccessful bidders upon finalization of bid bidding process.

5.8 The JMC shall open the Proposals within a reasonable time after the deadline for submission.

6 Proposal Evaluation and Selection

6.1 The detailed technical evaluation shall be carried out on the basis of the Consultant's experience in similar projects/services, quality and adequacy of the proposed methodology, work plan and the qualifications of the proposed professional staff. The Consultant's proposal shall be given a technical score following the detailed evaluation. The evaluation criteria is given at **Table-1** below. The Consultant obtaining a **technical score of at least 75% marks** in the technical evaluation shall be shortlisted for financial evaluation.

6.2 A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Para 6.1.

6.3 Out of those shortlisted consultants as stated in the Para 6.1, the Consultant shall be selected on the basis of financial criteria given at **Table-2** below.

7 Negotiations

7.1 Upon selection as stated in the Para 6.3, the selected consultant(s) given shall be invited to finalize the contract.

7.2 Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Sr.No	Item	Coefficient	Marks Obtained				
1	General	5					
	i.	Separate Technical and Financial Bids	2				
	ii.	Language of the Bid (English)	2				
	iii.	Specific Work Data	1				
2	Understanding of TORs/Acceptance of all TORs	15					
3	Company Description	40					
	i.	Introduction of firm and management	5				
	ii.	CDM Services / Business Models	10				
	iii.	Sectors in which CDM services provided / Wind	6 + 4				
	iv.	Turnover of the firm in last three years in CDM related activities	5				
	v.	Staff Strength	10				
4	Approach Methodology to carry out the activity	25					
5	Work Plan and Work Schedule	15					
TOTAL		100					

Table 2: Evaluation of Financial Bid for Hiring Services of CDM Consultant						
Cost per CER						
Total Cost						

Note:

Assumed CERs No. per project for calculation purposes is 70,000

The cost of CER shall include all the costs of the consultant.

8. Award of Contract

8.1. After completing all formalities the JMC shall award the Contract to the selected Consultant.

8.2. The Consultant is expected to commence the assignment within **Seven (07) days** from the date of signing the Contract.

9. Performance Security

9.1. The Consultant, after award of the work, shall submit a performance security in the form of a bank guarantee issued by any schedule bank in Pakistan in a manner acceptable to JMC. The amount of the performance security is stated in Form 8, "Financial Offer", Section 3.

10. Confidentiality

10.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons.

11. Rights of JMC related to Bidding

11.1. JMC reserves the following rights, without any liability of whatsoever nature from the Consultant:

- i. To cancel/withdraw the bidding and re-invite the bids at any stage during the bidding process
- ii. To cancel all bids without any re-bidding. at any stage during the bidding process
- iii. To send RFP directly to any Consultant who in the knowledge of the JMC, have the relevant experience to perform the Services
- iv. To amend the RFP after submission of the bids, and re-invite the bids from those who have already responded.
- v. JMC is under no obligation to inform the Consultants who are not selected.
- vi. Bidder confirms to defend, indemnify and hold harmless JMC from and against any claims that may arise out of the work under this agreement.

Section 3. Standard Proposal Forms

The italicized text as shown in the proposal forms is for the guidance purpose only.

Form-1. Proposal Submission Form

[This form to be printed in the letterhead of the Consultant]

[Location, Date]

To: *[Name and address of AEDB]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “**CDM Project Development Consultancy Services**” in accordance with your Request for Proposal dated *[Insert RFP Number and Date]* available on your website, and our Proposal. We are hereby submitting our Proposal in accordance with the Request for Proposals.

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

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

Our Proposal shall remain valid for a period of 180 days after the last date for submission of proposals. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate our proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form-2.Consultant's Organization and Experience**Part A - Consultant's Organization**

Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment in the following manner

1. Introduction to the firm and Management
2. CDM services/ Business Model
3. Sectors in which CDM services provided
4. Turnover of the firm in last three years in CDM related activities
5. Staff strength

Part B –Qualifications of the Consultant

Note: Fill the below text shown in italics to demonstrate your qualifications to undertake this assignment. The firm should provide documentary evidence of their experience when required by the JMC. Any misstatement or false information shall result in disqualification or termination of the Contract.

1. General Information

1.1 Global Presence

List of Offices in Pakistan and Overseas (both Annex 1 and Non-Annex 1 countries as per CDM)

1.2 Registration in Pakistan

Whether registered company in Pakistan and if so the registration number with the Registrar of Companies/Firms

1.3 Duration of Operations

- *Duration of the Pakistani operations*
- *Duration of the overseas operations*

1.4 Award and Recognition

State any awards received by you in recognition of your performance in the CDM

2. CDM Related Experience

2.1 Specific Experience

Provide details of the PDDs prepared in any of the following sectors: Energy efficiency, Biomass power, Landfill, Waste water treatment, Wind power, Hydro power, Transport, Waste heat recovery or Natural gas power generation.

State the client, country, project title, sector and the year in which PDD prepared

2.2 Experience in Pakistan

Please state the CDM projects undertaken by you in Pakistan, which are in the stages of Validation/ Registration

2.3 Issuance of CERs

Whether any projects have been in which you provided services have been issued CERs. If so, provide the details of the projects including the client's name, country, project title, year of registration and quantum of CERs

2.4 Methodology Related

State the details related to any of the following:

- *Developed approved methodologies*
- *Reviewed or revised a new methodology of behalf of UNFCC*

2.5 Key Achievements in CDM Cycle

(a) Provide the following:

- *No. of PDDs prepared so far: _____*
- *No of projects registered: _____*

(b) Provide the number of projects in the pipeline at the time of submission of proposals, in the following stages

- *UnderPDD: _____*
- *Under DNA approval: _____*
- *Under validation: _____*
- *Under registration: _____*

Part C–CDM Project Details

Provide details of all the CDM related projects below. Do not show more than 15 projects which are most relevant to the assignment

Project Name	Location/Country	CER achieved (tCO ₂ e)	Status	Services Provided (tick mark the appropriate cells for each project)									
				1	2	3	4	5	6	7	8		

The legends in the column “Services Provided” are as below:

- 1- Preparation of feasibility report
- 2- Preparation of PDD
- 3- Obtaining DNA approval
- 4- Validation
- 5- Registration with CDM EB
- 6- Trading of CERs (includes price structuring, invitation of tenders for CERs and scanning, signing of term sheet and negotiation of ERPA)
- 7- Annual verification/ Implement monitoring plan
- 8- Allied Services (e.g exchange services, registry services, monitoring services/software, etc.)

Under “Status” column, show “Ongoing” or “Completed”

Form-3.Description of Methodology for Performing the Assignment

a) Technical Approach and Methodology. In this chapter you should explain your methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them.

b) Work Plan. In this chapter you should propose the Performance Indicators and the schedule of activities/reports

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

This should be limited to not more than 5 pages

Form-4.Work Schedule

Table A: Performance Indicators:

The Consultant shall propose the Performance Indicators, against which its performance will be monitored. The Performance Indicators proposed by the Consultant shall be subject to negotiation and acceptance by the JMC.

Table B: Schedule of Activities/Reports

N°	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

Form-5. Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Years of Experience and Area of Expertise	Position Assigned	Task Assigned
Project Leader				
Sector Specialist- Energy/Power				
Sector Specialist- Transport				
Environmental Specialist				
Finance Specialist				

The Consultant shall provide the above details for the professional staff as stated in the Section 4, Terms of Reference.

Form-6.Staffing Schedule

N°	Name of Staff	Staff input (in the form of a bar chart)														Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Foreign																			
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
														Subtotal					
Local																			
1		[Home]																	
		[Field]																	
2																			
n																			
														Subtotal					
														Total					

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



Full time input



Part time input

Form-7. Curriculum Vitae (CV) for Proposed Professional Staff

The Consultant shall provide the below details for the professional staff as stated in the Section 4, Terms of Reference.

The CV should not exceed more than 3 pages.

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

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

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

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

5. **Education**[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____

6. **Other Training**[Indicate significant training since degrees under 5 - Education were obtained]: _____

7. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: _____

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

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

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
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<p><i>[List all tasks to be performed under this assignment]</i></p>	<p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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Form-8.Financial Offer

Note: The Consultant should not change any of the text below and is required to fill in the percentage against Service Fees.

[Location and Date]

To,

Chief Executive Officer
Alternative Energy Development Board
Islamabad, Pakistan

Our Financial Offer, as given below, shall be binding upon us subject to the modifications resulting from any Contract negotiations. We understand you are not bound to accept any Proposals you receive.

1. **Our ServiceFee for carrying out the assignment is _____ % (Consultant to quote) in words and figures of the revenue from the Certified Emission Reductions (CERs).** This is inclusive of all taxes and duties.
2. **Our ServiceFee covers the following costs, including any out-of-pocket expenses thereof**
 - i) Our staff costs, remuneration for any consultants/sub-consultants engaged by us, firm's overheads and profits in carrying out the scope of services as per the Terms of Reference
 - ii) Validation fees payable to the DOE
 - iii) Annual verification fees payable to DOE
 - iv) Transaction fees and costs charged by the Carbon Exchange acceptable to JMC
 - v) Legal fees for review/vetting of any agreements and contracts
 - vi) Costs towards attending all meetings with JMC, Government departments, Designated National Authority, DOE and Stakeholders
 - vii) All domestic travel, local transport, lodging & boarding of our staff
 - viii) Computing and communication facilities and software as needed
 - ix) Preparation of reports and documentation costs including preliminary baseline study
 - x) Any other costs which are not stated in the "Costs to be Borne by the JMC" as in para 4 below.

3. Payment of Service Fees

The Service Fee is payable to us for the first ten (10) years of the Crediting Period after the registration of the Project with CDM-Executive Board. The fee is payable to us as and when JMC receives the revenue from the sale of CERs. The fee can be paid to us by revenue proceeds from sale of CERs as decided by the JMC.

4. Costs to be borne by the JMC

- i) Registration fee to CDM-EB
- ii) Issuance Fee to CDM-EB
- iii) Adaptation fee to CDM-EB
- iv) Costs towards organising venue for the meetings

5. Post-Contract Performance Undertaking

When the period for issuance of CERs extends beyond the Contract Period for this assignment, we undertake to continue to pay the applicable verification fees to DOE. This is included in our Service Fee. We also undertake to provide necessary professional services after the Contract Period without any charge till we are eligible to receive the revenue proceeds from sale of CERs.

6 Draft Contract

We agree to the draft contract, Section 5 of the RFP, which will be used for signing the contract.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Section 4. Terms of Reference

1. Background

The Clean Development Mechanism (CDM), one among the three flexible Kyoto Protocol mechanisms facilitated implementation of Green House Gas (GHG) emission reductions in developing countries. Such GHG emissions are procured by the developed countries to meet their emission reduction targets under the Kyoto Protocol.

In Pakistan, renewable energies have definite prospects for development. Being clean source of energy, the RE projects are best suited for CDM and can earn CERs. The Government of Pakistan (GoP) has taken up a broad spectrum of initiatives for the development of REs in the country and seeks projects to address the CDM pertaining to sustainable development and should apply to CDM Executive Board as per the guidelines of UNFCCC for get CERs and earn carbon revenues.

To accelerate and streamline activities related to the REs, the Government of Pakistan has authorized Alternative Energy Development Board (AEDB) to act as a focal body of the federal government with mandate of one window facility for RE development in the country. The GoP approved Policy for Development of Renewable Energy for Power Generation, 2006, in which it specified constitution of Joint Management Committee (JMC) for sale and management of CERs earn through renewable energy projects.

In order to assist the JMC in preparing and implementing the CDM projects, AEDB invites qualified Consultants to submit their proposals for providing the consulting services as defined in the scope of work.

2. Identified Projects

The Projects, which will be posed for carbon credit through the CDM, are detailed below. A consultant shall be selected in accordance with the Proposal Evaluation methodology stated in the Section 1, "Instruction to Consultants".

Projects

Sr. No.	Project- Agency	Indicative Details
1.	[respective Company Name]	Project Capacity and Location

3. Objectives of the Consultancy

The objectives of the proposed Consultancy are:

- 1) Develop the CDM projects as per requirements.
- 2) GHG/ER Monitoring System to be developed including GHG audit.

- 3) Develop the CDM documentation for Projects as identified above, including developing Project Design Document (PDD) for validation, obtain host country approval, assisting in the successful registration with the CDM Executive Board (CDM-EB)
- 4) Annual verification through out credit period.
- 5) Development of new methodologies, if required
- 6) Management of carbon assets from successful transaction of CERs including structuring the carbon revenues for the project.

4.Scope of Services

The scope of the Consulting Services include, but not limited to, the following:

4.1 Data collection/site visit.

The Consultant shall carry out a review of the project documentation as available, and update them by collecting further additional data through desk research, site visits and field investigations.

4.2 Analysis of the Project Eligibility under the CDM

The Consultant shall carry out a preliminary baseline study for estimation of the carbon emission reduction potential, and examine the eligibility criteria of the projects under the CDM as per the guidelines laid down by the CDM-EB. Analysis of the additionality for the projects as per the M&P (modalities and procedures) of the CDM-EB

Based on the analysis and feasibility assessment, the Consultant shall prepare the Project Information Note (PIN)

4.3 Developing the Project/ Documentation.

The Consultant shall prepare the Project Design Document (PDD) as per the CDM-EB approved PDD (latest version) format. In case any methodology (baseline or Monitoring & Verification) is new and does not fall under the approved categories of CDM-EB, the Consultant shall submit the same to the CDM-EB for approval.

The baseline of the project will be determined in accordance with the provisions in the Kyoto Protocol, including the observations and guidelines developed by METH panel.

The monitoring and verification methodology shall be developed in accordance with the provisions in the Kyoto Protocol and the procedures as stipulated by METH panel.

The Consultant shall carry out stakeholder consultations and analyze the same and include in the PDD as per the requirement of the CDM-EB. The stakeholder comments shall be based on the Interviews, Field Visits, Questionnaires, and Participatory techniques for gathering and analysis of the data.

The PDD should consider and comply with any revisions/updates issued by the CDM-EB. The Consultant should also advise and provide necessary assistance in obtaining any statutory approvals and permits.

4.4 Host Country Approval, Validation, Registration and Verification

The Consultant shall assist in the following activities:

- 1) Completing necessary procedures for host country approval, validation, registration and verification
- 2) Preparing and obtaining approval of the CDM-EB/METH panel for any new methodologies through Designate Operational Entity (DOE).
- 3) Submission of the PDD to the host country approval and making presentation whenever necessary, and provide justifications and additional information as required for the host country approval
- 4) Submit PDD to DOE for validation and provide necessary assistance in successful completion
- 5) Submission of the PDD with a request for review and assist in the final registration
- 6) Coordinating with the DOE whenever necessary and provide additional information as required.
- 7) Facilitate annual verification of the CDM project and ensure issuance of CERs
- 8) Updating JMC on the status of the progress of activities and advising in eliminating any bottlenecks as they arise
- 9) Provide hand-holding and backstop services to JMC to expedite the approval, validation, registration and verification process

4.5 Carbon Asset Management

- 1) Consultant to provide the Draft for ERPA at the time of proposal submission.
- 2) The Consultant shall provide complete commercial terms for the upfront purchase of the total CERs to be generated from the project on a percentage basis of the spot market price.

4.5 Project Management Support

The Consultant shall assist JMC in overall project management activities, such as:

- 1) Preparing the schedule of activities for CDM for each of the project, and monitoring the progress achieved on a weekly basis
- 2) Carry out a legal documentation of the entire project related documents (e.g. DPRs, resource assessment reports, approvals from various departments, financials, etc.)
- 3) Identifying any bottlenecks and resolving them as expeditiously as possible
- 4) Submission of the CDM notification form to the UNFCCC secretariat and GoP
- 5) Assisting the client to organize local stakeholder's CDM workshops
- 6) Conducting CDM feasibility study (if required)
- 7) Assisting the client to appoint Designated Operational Entity (DOE) for validation services
- 8) Providing technical inputs in preparing the monitoring report
- 9) Assisting the client to appoint Designated Operational Entity (DOE) for the 1st verification services
- 10) Coordinating with the JMC and project sponsors for timely completion
- 11) Conducting period review meetings, preparing actions plans/ minutes and following up on them
- 12) Coordinating with the DNA, DOE and CDM-EB as and when necessary
- 13) Management of the documents in terms of tracking, storage and archiving
- 14) Other supports requested by the client

5. Reporting Requirements

5.1 Monthly Reports

The Consultant shall submit a monthly report of progress of activities in a format acceptable to the JMC.

5.2 Deliverables

- (a) Inception Report

Upon commencement of the services, the Consultant shall review the available documents related to the Projects as stated in para 2, carry out discussions with the related departments, conduct site visits and obtain further information as necessary. The Consultant shall submit an Inception Report based on the above within **2 weeks** from the commencement of the services describing the likely CDM potential, adequacy of the available documents and CDM methodologies, further data collection plan and schedule of activities for each of the Identified Project.

(b) Project Information Note

The Consultant shall prepare the PINs for all the Identified Projects and submit to JMC and the related department for review and comments.

(c) Project Design Document

The Consultant shall prepare the PDDs as prescribed by the CDM-EB, and submit to JMC and the related department for review and comments

(d) Additional Documents

The Consultant shall prepare any additional documents/deliverable which are required for successful validation, registration and verification, and any agreements/contracts for issuance of the CERs.

5.3 Completion Report

Upon issuance of the CERs, the Consultant shall prepare a completion report for the project describing the overall process, best practices adopted, significant achievements, etc. and provides a complete set of final documents from PIN to the issuance of CERs.

6. Assignment Period

The Assignment (or Contract) Period is for **Eight (08) months** for the Identified Projects. Upon completion of the Contract Period, the Consultant shall sign a Post-Contract Performance Undertaking, which specifies the conditions, obligations and requirements to be fulfilled by the Consultant to become eligible to receive the revenue proceedings out of the sale of CERs that would accrue after the Contract completion. The format and content of the PCPA shall be mutually agreed between the Client and the Consultant.

7. Performance Indicators

The Consultant's performance shall be monitored against the performance indicators as negotiated and agreed by the JMC.

8. Team for the Assignment

The Consultant shall propose the following staff for this assignment. Their CVs shall be enclosed using the form given in Section 3, Standard Proposal Forms.

Position	Experience
Project Leader	Should have adequate experience in the CDM project cycle from the stage of issue of PIN till the CER issuance. Should be able to guide and lead the team. Should have through understanding of the procedures specified by the UNFCCC related to CDM
Subject Matter Specialist - Energy/Power - Transport - Environmental	Should have adequate experience in the relevant sector in the work related to CDM
Finance Specialist	Should have experience in structuring the revenues, financial analysis and sound understanding of the trading and transaction mechanisms of the carbon exchanges.

The Consultant shall nominate a **Project Coordinator**, having sufficient relevant experience, to coordinate various activities of the assignment and act as a link between the AEDB, Government departments, Wind Farm Owner and the Consultant.

The Consultant shall also engage any additional professional staff (such as social specialist, contract specialist, etc.), engineers and support staff required from time to time for performance of the Services as stated in the Terms of Reference, without any financial implications of whatsoever nature.

9. Inputs from the JMC

JMC shall provide the following free of charge.

- Copies of all the projects related documents as available on the date of signing the Contract
- Organize stakeholder consultation meetings

Section 5. Draft Contract

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]* *in joint venture with [Insert names and address of partners] whereas, the Consultant shall act their representative and all the partners will be jointly and severally responsible.**[delete the underlined text if not applicable]*

WHEREAS, the Client wishes to have the Consultant perform 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, "Agreed Terms of Reference" ("the Services"). The Annex A is based on the Consultant's proposal in response to the terms of reference issued at the proposal stage, and subsequent negotiations thereof.
- (ii) The Consultant's Services cover the List of Projects as specified in Annex B, "List of Projects".
- (iii) The Consultant shall provide the personnel listed in Annex C, "Consultant's Personnel," to perform the Services. The Consultant shall also engage any additional professional staff, engineers and support staff required from time to time for performance of the Services as stated in Annex A, without any financial implications of whatsoever nature.
- (iv) The Consultant shall submit reports and achieve the outputs within the time periods specified in Annex D, "Consultant's Activities and Performance Indicators."
- (v) The financial and commercial terms agreed by the Parties as specified in Annex E, "Financial Terms"
- (vi) The record of negotiations as shown in Annex F, if any, between the AEDB and the Consultant, shall become an integral part of the Contract.

2. Term

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*. This period may be subsequently extended as agreed by the parties in writing.

3. Commencement of Services

The Consultant shall commence the services within 07 days of signing the Contract.

4. Financial Terms

The Client shall pay the Consultant the amounts in a manner as stated in Annex E, "Financial Terms". 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. The Consultant shall not charge for deployment of any additional professional staff, engineers and support staff as required from time to time for performance of the Services.

5. Project Administration**A. Project Leader**

The Consultant shall deploy a Project Leader full-time during the Contract Period; the Project Leader will be responsible for the performance of the services and coordination with the JMC.

6. Performance Standards

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 Client considers unsatisfactory.

7. Performance Indicators

The Consultant shall achieve the performance indicators as stated in Annex D. The Consultant shall submit a progress report of activities against these performance indicators, for Client's review on a monthly basis. Any shortfall or delays will be rectified by the Consultant.

7. Performance Security

The Consultant shall provide a performance security for an amount of USD 5,000 / **PKR 455,000 (Rupees Four Hundred Fifty Five Thousand Only)** in the form of a bank guarantee issued by any scheduled bank in Pakistan in a manner acceptable to the Client. The performance security shall be provided with 07 days of signing the Contract. The performance security shall remain valid at least three months more than the completion of the Contract Period, including any extensions thereof.

9. Default by the Consultant

The occurrence of the any of the following events will be treated as “Default by the Consultant”:

- i) Consultant fails to deploy the staff in accordance with the approved staffing schedule,
- ii) Consultant terminates the Contract within 08 months from the date of signing the Contract,
- iii) Consultant fails to Commence the Services within the time stated in Clause 3,
- iv) The Consultant becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Consultant is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Consultant takes or suffers any other analogous action in consequence of debt,
- v) The Consultant assigns or transfers the Contract or any right or interest therein,
- vi) Failure to comply with any statutory regulations in Pakistan and those specified by the CDM-Executive Board,
- vii) Commits a breach of any provision of the agreement.
- viii) Failure to achieve the performance indicators, activity plan, and any intermediate outputs thereof, as stated in Annex D, or
- ix) Non-compliance with any decision reached as a result of the adjudication or arbitration,

Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not constitute a default of the Consultant or the Client.

10. Confidentiality

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

11. Ownership of Material

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

12. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage for its personnel, equipment and vehicles against death, injury or damage. The Consultant shall also take out adequate third party insurance.

13. Affiliation

The Consultant shall be an independent Contractor performing the work. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Consultant, AEDB and any other government agency.

14. Assignment

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

15. Law Governing Contract and Language

The Contract shall be governed by the laws of *Pakistan*, and the language of the Contract shall be *English*

16. Post-Contract Performance Undertaking

Upon completion of the Contract Period, the Consultant shall sign a Post-Contract Performance Undertaking (PCPU), which specifies the conditions, obligations and requirements to be fulfilled by the Consultant to become eligible to receive the revenue proceeds from sale of CERs, which were registered in the Contract Period, and which would accrue after the Contract completion but within ten years from the date of registration.

The format and content of the PCPU shall be mutually agreed between the Client and the Consultant. During the PCPU period, the Consultant shall submit reports to the Client in the manner and frequency as acceptable to the Client.

17. Termination of the Contract

- i) The Client shall terminate the Contract for Default by the Consultant on occurrence of any of the events mentioned in Clause 9, by giving a written notice of thirty (30) days. Upon such termination, the Consultant shall handover all the documents to the Client in a manner acceptable to the Client. The Consultant shall not be eligible to receive the Service Fees after the date of such termination. The performance security issued by the Consultant shall be forfeited.
- ii) Client shall immediately terminate the Contract if the Consultant or its personnel are engaged in the corrupt, fraudulent, coercive, obstructive or collusive practices as defined in para 2.10 of the Instructions to Consultants, Section 2, Request for Proposals. Upon such termination, the Consultant shall not be eligible for any service fees after the date of termination. The performance security issued by the Consultant shall be forfeited.

18. Dispute Resolution

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Pakistan Laws.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

LIST OF ANNEXES

Annex A: Agreed Terms of Reference

Annex B: List of Projects

Annex C: Consultant's Personnel

Annex D: Consultant's Activities and Performance Indicators *(Note: This is to be incorporated from the Consultant's technical proposal Form -4 as negotiated and agreed)*

Annex E: Financial Terms

Annex F: Record of Negotiations (if applicable)

12.