

DEPARTMENT OF IRRIGATION KHYBER PAKHTUNKHWA



REQUEST FOR PROPOSAL DOCUMENTS
FOR PROCUREMENT OF CONSULTANCY SERVICES

Name of Work: "Flood and Erosion Protection Arrangement of Villages / Abadies of Moza Shah Nawaz, Jhoke Basharat Etc, and Agricultural Land along Left Bank of Indus River in District D.I.Khan (Phase-II Long Term Arrangement)"
"ADP No.1867/220742 (2024-25 New)"

Sub Work: Feasibility, Planning, Design, Estimation and Full Time Supervision of the project.

Issued BY: **EXECUTIVE ENGINEER FLOOD DIVISION DIKHAN**

DOCUMENTS BASED ON
Standard Form of Bidding Documents for Procurement of Consultancy Services Khyber Pakhtunkhwa Public Procurement Regulatory Authority (KPPRA)
Notified Vide Notification No. KPPRA/M&E/SBDS/1-1/2015
Dated Peshawar the May 03, 2016

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Section 1
Letter of Invitation/ Request for Proposals

Letter of Invitation

Dear Mr./Ms.:

1. The *Irrigation Department Government of Khyber Pakhtunkhwa* (hereinafter called “Procuring Entity” now invites proposals to provide the following consulting services: **“Flood and Erosion Protection Arrangement of Villages / Abadies of Moza Shah Nawaz, Jhoke Basharat Etc, and Agricultural Land along Left Bank of Indus River in District D.I.Khan (Phase-II Long Term Arrangement)” “ADP No.1867/220742 (2024-25 New)**
Sub Work:- Feasibility, Planning, Design, Estimation and Full Time Supervision of the project. More details on the services are provided in the Terms of Reference.
2. This *Request for Proposal (RFP)* has been published in national newspapers. (It is not permissible to transfer this invitation to any other firm)
3. A firm will be selected under **QCBS Selection Method with 80:20 ratio** for technical and financial proposals respectively and procedures described in this RFP, in accordance with the KPPR 2014.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms Section
 - 5 - Terms of Reference Section
 - 6 - Standard Forms of Contract
5. Please inform us in writing at the address Executive Engineer Flood Division D.I.Khan upon receipt.
 - (a) that you received the RFP (Request for Proposal) and
 - (b) Whether you will submit a proposal alone or in association.

Yours sincerely,

**CHIEF ENGINEER (SOUTH) THROUGH
EXECUTIVE ENGINEER**
Flood Division, DIKhan.
Phone & Fax: 0966-713303
E-Mail: xenflooddik@gmail.com

Section 2
Instructions to Consultants

Instructions to Consultants

1. Definitions

- a) “Procuring Entity (PE)” means the department with which the selected Consultant signs the Contract for the Services.
- b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- d) “Data Sheet” means such Part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- e) “Day” means calendar day including holiday.
- f) “Government” means the Government of Khyber Pakhtunkhwa.
- g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring Entity to the Consultant.
- i) “Proposal” means the Technical Proposal and the Financial Proposal.
- j) “RFP” means the Request for Proposal prepared by the Procuring Entity for the selection of consultants.
- k) “Sub-Consultant” means any Person or entity to whom the Consultant subcontracts any Part of the Services.
- l) “Terms of Reference” (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be Performed, respective responsibilities of the procuring Entity and the Consultant, and expected results and deliverables of the assignment.

<p>2. Introduction</p>	<p>2.1 Irrigation Department Govt of Khyber Pakhtunkhwa the Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those who submit proposals in response to Invitation/ press advertisement, in accordance with the method of selection, Quality and Cost Based Selection (QCBS) as per KPPRA Rules.</p> <p>2.2 The Shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p> <p>2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with Irrigation Department Govt of Khyber Pakhtunkhwa representative named in the Data Sheet for gaining better insight into the assignment.</p> <p>2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Irrigation Department Govt of Khyber Pakhtunkhwa reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.</p> <p>2.5 Irrigation Department Govt of Khyber Pakhtunkhwa may provide facilities and inputs as specified in Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Irrigation Department Govt of Khyber Pakhtunkhwa interests Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> <p>3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p>(i). A consultant that has been engaged by the Irrigation Department Khyber Pakhtunkhwa to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be</p>

	<p>disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.</p> <p>(ii). A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.</p> <p>(iii).A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, the selection process for such assignment, or</p> <p>(iii) Supervision of the Contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.</p>
Conflicting Relationships	<p>3.2 Government officials and civil servants may be hired as consultants only if:</p> <p>(i) They are on leave of absence without Pay;</p> <p>(ii) They are not being hired by the Entity they were working for, six months prior to going on leave; and</p> <p>(iii) Their employment would not give rise to any conflict of interest.</p>
4. Fraud and Corruption	<p>It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Irrigation Department Khyber Pakhtunkhwa follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines:</p> <p>“ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation;</p> <p>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 & communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”</p>
5. Integrity Pact	<p>Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs.2.5 million. (Annex- A)</p>
6. Eligible Consultants	<p>6.1 The consultants that have valid PEC Registration, as outlined under Rule 25 and 26 of KPPRA 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - are eligible.</p> <p>6.2 Consultants having valid PEC Registration are eligible.</p>
7. Eligibility of	<p>Sub Consultants are not eligible & applicable.</p>

Sub Consultants	
8. Only One Proposal	Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
9. Proposal Validity	<p>9.1 As indicated in the Data Sheet the proposals validity is 120 days. During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Irrigation Department Govt of Khyber Pakhtunkhwa will make its best effort to complete negotiations within this period. Should the need arise; however, the Irrigation Department may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p>
10. Clarifications & Amendments in RFP Documents	<p>10.1 Consultants may request for a clarification of contents of the bidding document in writing, and Irrigation Department shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal/deadline of submission of proposal. The Irrigation Department Govt of Khyber Pakhtunkhwa shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the Irrigation Department Govt of Khyber Pakhtunkhwa deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 10.2.</p> <p>10.2 Irrigation Department Govt of Khyber Pakhtunkhwa in the capacity of PE may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing or through standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Irrigation Department Khyber Pakhtunkhwa may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p>
11. Preparation of proposal	<p>11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.</p> <p>11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.</p> <p>11.3 In case of a joint venture, all partners shall be jointly and severally</p>

	<p>liable and shall indicate who will act as the leader of the joint venture.</p> <p>11.4 Alternate professional staff shall be replaced with prior approval of the PE and only one CV may be submitted for each position initially. If the consultants propose alternate name of the consultant's employee at initial proposal then prior approval of PE will not be required at later stage.</p>
12. Language	<p>The Proposal as well as all related correspondence exchanged by the Consultants and the Irrigation Department Govt of Khyber Pakhtunkhwa shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.</p>
13. Technical Proposal Format and Content	<p>13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:</p> <ul style="list-style-type: none"> (i) Only those consultants/JV Firms who have valid PEC Registration can participate for the assignment. (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet /Document. The proposal shall, however, be based on the number of professional staff-months after the technical negotiation. (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it. (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition. (v) Alternative professional staff shall be proposed if deem fit, and only one curriculum vitae (CV) shall be submitted for each position. <p>13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):</p> <ul style="list-style-type: none"> (i) A brief description of the consultant organization and an outline of last 10 year experience on assignments (Section 3B) of a similar nature. Completion certificates provided by the clients are mandatory. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement. (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3C). (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E). (iv) CVs recently signed by the proposed professional staff or the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments. Knowledge of languages should also be mentioned for each professional staff. (v) Estimates of the total staff input (professional and support staff;

	<p>staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).</p> <p>(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3D).</p> <p>(vii) Any additional information requested in the Data Sheet.</p> <p>13.3. The Technical Proposal shall not include any financial information.</p>
<p>14. Financial Proposals</p>	<p>14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants’ office), and (b) reimbursable expenses indicated in the Data Sheet/BOQ attached (if applicable). If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p>
<p>15. Taxes</p>	<p>15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.</p>
<p>16. Submission, Receipt, and Opening of Proposals</p>	<p>16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be page numbered & initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.</p> <p>16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet)shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by name of the assignment, and with a warning “Do Not Open With The Technical Proposal.” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. The Financial proposal must be written in words and figures if any discrepancy arises between them then the cost written in words will govern or prevail.</p> <p>16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Irrigation Department Govt of Khyber Pakhtunkhwa no later than the time and the date indicated in the Data</p>

	<p>Sheet, or any extension to this date. Any proposal received by the Irrigation Department after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach on or a day before the deadline for submission.</p>
17. Proposal Evaluation	<p>17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Irrigation Department Govt of Khyber Pakhtunkhwa on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Irrigation Department in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>
18. Evaluation of Technical Proposals	<p>18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point/marks system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)</p> <p>18.2 After the technical evaluation is completed, the Irrigation Department Govt of Khyber Pakhtunkhwa shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned un-opened.</p> <p>18.3 Minimum qualifying marks will be 70%. The Competent Forum may however decide to lower the qualifying marks to 60%, if required in any particular case when the firm with minimum marks is not available. In case none of the shortlisted firm obtains the desired minimum marks the Committee may decide to re-advertise.</p>
19. Evaluation of Financial Proposals	<p>19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores/marks of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.</p> <p>19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a</p>

	<p>partial amount and the total amount, or between word and figures the word will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>19.3 In case of Quality and Cost Based Selection (QCBS) Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
20. Negotiations	<p>20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Irrigation Department Govt of Khyber Pakhtunkhwa proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.</p>
21. Technical Negotiations	<p>21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Irrigation Department Govt of Khyber Pakhtunkhwa and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the representative of Irrigation Department Govt of Khyber Pakhtunkhwa and the Consultant, will become part of Contract Agreement.</p>
22. Financial Negotiations	<p>22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the Irrigation Department Govt of Khyber Pakhtunkhwa with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).</p>
23. Availability of Professional staff/ experts	<p>23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Irrigation Department Govt of Khyber Pakhtunkhwa expects to negotiate a Contract</p>

	<p>on the basis of the Professional Staff named in the Proposal. Before contract negotiations, the Irrigation Department will require assurances that the Professional Staff will be actually available. Irrigation Department Govt of Khyber Pakhtunkhwa will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.</p>
24. Award of Contract	<p>24.1 After completing negotiations, the Irrigation Department Govt of Khyber Pakhtunkhwa will award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Irrigation Department will publish on the website of the Authority and on its own website, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.</p> <p>24.2 After publishing of award of contract consultant are required to submit a Performance Security at the rate indicated in Data Sheet.</p> <p>24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
25. Confidentiality	<p>Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.</p>

DATA SHEET

1.1	<p>Name of the Assignment: “Flood and Erosion Protection Arrangement of Villages / Abadies of Moza Shah Nawaz, Jhoke Basharat Etc, and Agricultural Land along Left Bank of Indus River in District D.I.Khan (Phase-II Long Term Arrangement)” “ADP No.1867/220742 (2024-25 New).”</p> <p>Sub Work: <i>Feasibility, Planning, Design, Estimation and Full Time Supervision of the project.</i></p> <p>The Name of the PE’s official (s): CHIEF ENGINEER (SOUTH) THROUGH EXECUTIVE ENGINEER FLOOD DIVISION DIKHAN Phone & Fax: 0966-713303 E-Mail: xenflooddik@gmail.com</p>
1.2	<p>The method of selection is: QCBS; 80:20 Technical: Financial Weightage The Edition of the Guidelines is: KPPRA The Edition of the Guidelines is: Guidelines Notified vide Notification No. KPPRA/M&E/SBDs/1-1/2015; Dated Peshawar the May 03, 2016</p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p>
1.4	<p>The PE will provide the following inputs and facilities: As per TORs of Contract for Engineering Consultancy Services</p>
1.5	<p>The Proposal submission address is: Office of Executive Engineer Flood Division DIKhan.</p> <p>Proposals must be submitted not later than the following date and time: 15/10/2024; upto 2:30 PM</p>
1.6	<p>Expected date for commencement of consulting services: _____, 2024; at: Flood Division DIKhan</p>
1.7	<p>Proposals validity that shall not be more than 120 days in case of National Competitive Bidding (NCB): 120 days</p>
1.8	<p>Clarifications may be requested not later than five days before the proposal submission date.</p> <p>The address for requesting clarifications is: Office of CHIEF ENGINEER (SOUTH) THROUGH Executive Engineer Flood Irrigation Division D.I.Khan Phone & Fax: 0966-713303E-Mail: xenflooddik@gmail.com</p>
1.9	<p>The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English. However, it is desirable that the firm’s Personnel have a working knowledge of the</p>

	national and regional languages of Islamic Republic of Pakistan: Experience of region & local language taken in the criteria
2.0	Shortlisted Consultants may associate with other shortlisted Consultants: N A
2.1	The estimated number of professional staff-months required for the assignment are; Key Staff = As per TOR attached Non-Key Staff = As per TOR attached Available budget is: NA <i>the case of Selection under a Fixed Budget (FBS), select the following sentence]</i> The Financial Proposal shall not exceed the available budget of: NA
2.2	The format of the Technical Proposal to be submitted is: FTP, or STP [check the applicable format] : As given in section-3
2.3 (vii)	Training is a specific component of this assignment: No
2.4	<i>[List the applicable Reimbursable expenses in foreign and in local currency. sample list is provided below for guidance: items that are not applicable Should be deleted, others may be added. If the PE wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this Section]:</i> NA (1) a Per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable local communications such as the use of telephone and facsimile required for the purpose of Consulting Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing

2.5	<p>Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable :Yes</p> <p>(Apart from other taxes, consultants should include GST if not exempted by the Income Tax Authority at the prevailing rates)</p>
2.6	<p>Consultants to state local cost in the national currency (in case of ICB only): NA</p>
2.7	<p>Consultant must submit the original and 01 Copy of the Technical Proposal, and the original of the Financial Proposal (in separate sealed envelopes).</p>
2.8	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are below:</p> <p>(i) Specific experience of the Consultants relevant to the assignment: =10 Marks</p> <p style="padding-left: 40px;">a) <i>Number of similar projects undertaken</i> = 6 Marks b) <i>Total cost of consultancy of these projects</i> = <u>4 Marks</u> <i>Total</i> = 10 Marks</p> <p style="padding-left: 40px;">- The firm having maximum similar projects will be awarded the maximum marks while for others rating would be reduced proportionately. - The firm with the highest financial cost gets the maximum marks while other firms will get the proportionate marks.</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: (30 Marks)</p> <p>a) Technical approach and methodology: 12 Marks b) Work plan: 8 Marks c) Organization and staffing: 10 Marks</p> <p style="text-align: right;">Total points for criterion (ii): 30 Marks</p> <p>(iii) Key professional staff qualifications and competence for the assignment: (60Marks)</p> <p>a) Assistant Resident Engineer b) Senior Design Engineer c) Hydraulic Engineer</p> <p style="text-align: right;">Total points for criterion (iii): 60 Marks</p> <p>The total of 60 marks is divided amongst experts in an equal proportion. The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant Percentage weights:</p> <p>1) General qualifications: 15 Marks</p> <p style="padding-left: 40px;">a) <i>Minimum Required Qualification:</i> 80% b) <i>Higher Qualification:</i> <u>20%</u> <i>Total</i> = 100%</p> <p>2) Adequacy for the assignment: 36 Marks</p> <p style="padding-left: 40px;">a) <i>Relevant Experience</i> = 27 Marks - <i>Maximum experience of 10 years</i> = 18 Marks</p>

	<p>- <i>Experience of maximum of 10 projects = 9 Marks</i></p> <p>b) General Experience = 9 Marks - <i>Maximum experience of 15 years = 9 Marks</i></p> <p>3) Experience in region and language: 9 Marks <i>a) Work experience in Khyber Pakhtunkhwa = 6 Marks</i> <i>b) Knowledge of regional language = 3 Marks</i></p> <p style="text-align: right;">Total Points: 60 Marks</p> <p>(iv) Suitability of the transfer of knowledge (training) program: NA Total points for criterion (iv): 0</p> <p>(v) Participation by nationals among proposed key staff: NA Total points for criterion (v): 0</p> <p style="text-align: center;">Total points for the five criteria: 100 Marks</p> <p>The minimum technical marks St required to Pass is: 70 Marks (Minimum passing marks in each category are 40%)</p>
	Remuneration Type: Time Based
	The single currency for price conversions is: NA
2.9	<p>The Formula for determining the financial scores is the following: $FS = 100 \times F_m / F$, in which FS is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical & Financial Proposals are: T = _____(80) F = _____(20)</p>
3.0	<p>Expected date and address for contract negotiations: After the approval of combined evaluation of bids Pre-proposal/Clarification Meeting date & Venue (Optional): 10/10/2024 2:00 PM at the Office of Executive Engineer Flood Irrigation Division D.I.Khan</p>
3.1	Successful consultant is required to submit Performance security in form of bank guarantee =5% of the contract amount.
3.2	Consultants undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs. 42.71 Million.

Section 3

Technical Proposal - Standard Forms

Section 3 Technical Proposal - Standard Forms.

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

- Form TECH-1. Technical Proposal Submission Form
- Form TECH-2. Consultant's Organization and Experience.....
 - A - Consultant's Organization
 - B - Consultant's Experience
- Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PE
- A - On the Terms of Reference
- B - On Counterpart Staff and Facilities
- Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment
- Form TECH-5. Team Composition and Task Assignments.....
- Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff
- Form TECH-7. Staffing Schedule¹
- Form TECH-8. Work Schedule

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹².

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.

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]': _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

Form TECH-2. Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

(Projects undertaken & completed during the last ten years)

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

Assignment name:	Approx. value of the contract (in current in Pakistan Rupees.)
Country: Location within country:	Duration of assignment (months):
Name of PE:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current in Pakistan Rupees.)
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Form TECH-3.
**Comments and Suggestions on the Terms of Reference and on
Counterpart staff and Facilities to be Provided by the PE**

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the PE should omit the following text in Italic)

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

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

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

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

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

Section 3. Technical Proposal - Standard Forms

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

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

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

1. *Proposed Position* [only one candidate shall be nominated for each position]: _____
2. *Name of Firm* [Insert name of firm proposing the staff]: _____
3. *Name of Staff* [Insert full name]: _____
4. _____ Date of Birth: _____
_____ Nationality: _____
5. *Education* [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____
6. *Membership of Professional Associations*: _____
7. *Other Training* [Indicate significant training since degrees under 5 - Education were obtained]: _____
8. *Countries of Work Experience*: [List countries where staff has worked in the last ten years]:
9. *Languages* [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: ____ To [Year]: ____

Employer: ____

Positions held: _____

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

13. Certification:

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

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

Full name of authorized representative: _____

Section 3. Technical Proposal - Standard Forms

FORM TECH-7. STAFFING SCHEDULE¹

N°	Name of Staff	2 Staff input (in the form of a bar chart)													Total staff-month input		
		I	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 at a place other than the Consultant's home office.
 Full time input Part time input

Section 3. Technical Proposal - Standard Forms

FORM TECH-8. WORK SCHEDULE

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and

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

other benchmarks such as PE approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase. ³

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

Section 3. Technical Proposal - Standard Forms

Section 4

Financial Proposal - Standard Forms

Section 3. Technical Proposal - Standard Forms

Section 4. Financial Proposal - Standard Forms

[Comments in brackets/] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

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

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Summary of Costs.....

Form FIN-3. Breakdown of Costs by Activity¹

Form FIN-4. Breakdown of Remuneration¹

Form FIN-4. Breakdown of Remuneration¹

Form FIN-5. Breakdown of Reimbursable Expenses¹

Form FIN-5. Breakdown of Reimbursable Expenses.....

Appendix. Financial Negotiations - Breakdown of Remuneration Rates.....

Section 4. Financial Proposal - Standard Forms

FORM FIN-1.

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures⁴⁵].

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

Commissions and gratuities Paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
----------------------------	---------------------	-----------------------------------

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' _____

4 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

5 If applicable, replace this Paragraph with: "No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution."

Item	Costs	
	<i>Indicate Foreign Currency (if applicable)</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal ²		

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
 Indicate the total costs excluding local taxes to be Paid by the PE in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Group of Activities (Phase): ²	Description: ³			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]⁴</i>	<i>[Indicate Foreign Currency # 2]⁴</i>	<i>[Indicate Foreign Currency # 3]⁴</i>	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

Section 4 - Financial Proposal - Standard Forms

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

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

Section 4 - Financial Proposal - Standard Forms

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

- 2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 3 Indicate separately staff-month rate and currency for home and field work.
- 4 Indicate, separately for home and field work, the total exacted input of staff for carrying out the group of activities or phase indicated in the Form.
- 5 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Section 4 - Financial Proposal - Standard Forms

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)⁶⁷⁸⁹

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		\Home 1
		\Field\
		M
Local Staff		
		\Home 1
		\Field\

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

Section 4 - Financial Proposal - Standard Forms

Form FIN-5. Breakdown of Reimbursable Expenses¹

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):								
N°	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of Personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PE's Personnel ⁶							
Total Costs								

Section 4 - Financial Proposal - Standard Forms

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

Section 4 - Financial Proposal - Standard Forms

Form FIN-5.

Breakdown of Reimbursable Expenses

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)

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

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one- or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 4 - Financial Proposal - Standard Forms

Appendix. Financial Negotiations - Breakdown of Remuneration Rates

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

- 1. Review of Remuneration Rates
 - 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance Paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form Part of the negotiated contract.
 - 1.2 The PE is charged with the custody of funds from Government of Khyber Pakhtunkhwa and is exacted to exercise prudence in the expenditure of these funds. The PE is, therefore, concerned with the reasonableness of the firm’s Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm’s remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
 - (i) Salary
This is the gross regular cash salary Paid to the individual in the firm’s home office. It shall not contain any premium for work away from headquarters or bonus.
 - (ii) Social Costs
Social costs are the costs to the firm of staff’s non-monetary benefits. These items include, *inter alia*, social security including Pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. in this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm’s leave policy is acceptable as a social cost.
 - (iii) Cost of Leave
The principles of calculating the cost of total days leave Per annum as a Percentage of basic salary shall normally be as follows:

$$i \text{ total days leave} \times 100$$

Leave cost as Percentage of salary =
 $[365 - w - ph - v - s]$

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

Section 4 - Financial Proposal - Standard Forms

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

- (iv) **Overheads**
Overhead expenses are the firm’s business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (Partner’s time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years’ overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the Percentage by which each relates to basic salary. The PE does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not Permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly Payments charged for subcontracted staff.

- (v) **Fee or Profit**
The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses Paid on a regular basis are listed, a corresponding reduction in the profit element shall be exacted. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that Payments shall be made against an agreed estimated Payment schedule as described in the draft form of the contract.

- (vi) **Away from Headquarters Allowance or Premium**
Some Consultants Pay allowances to staff working away from headquarters. Such allowances are calculated as a Percentage of salary and shall not draw overheads or profit.

- (vii) **Subsistence Allowances**
Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is Payable for dependents—the subsistence rate shall be the same for married and single team members.

Standard rates for the Particular country may be used as reference to determine subsistence allowances.

- 2. Reimbursable expense’s
 - 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to,

Section 4 - Financial Proposal - Standard Forms

cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

- 3. PE Guarantee
 - 3.1 Payments to the firm, including Payment of any advance based on cash flow projections covered by a PE guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular Payments in local and foreign currency, as long as the services proceed as planned.

Section 4 - Financial Proposal - Standard Forms

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultant’s Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title:

Consultant's Representations Regarding Costs and Charges

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

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

1. Expressed as Percentage of 1
2. Expressed as Percentage of 4

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
- (b) "Procuring Entity PE" means the implementing department which signs the contract
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PE's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Khyber Pakhtunkhwa.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the PE or the Consultant, as the case may be, and "Parties" means both of them.

- (m) "Personnel" means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law

Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

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

1.3 Language

1.4 Notices

Contract.

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

**1.7 Authorized
Representatives**

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

**1.8 Taxes
& Duties**

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

**1.9 Fraud &
Corruption**

A. If the PE determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PE may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in KPPR 2014.

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

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
 - (b) terminate the Contract; and
 - (c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.
- (s) On termination of the Contract under Sub-Para (b) of this Sub Clause, the Consultant shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure** The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PE

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

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

(b) If the Consultant becomes insolvent or bankrupt.

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

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

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

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

2.6.2 By the Consultant

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

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

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

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

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

2.6.3. Payment

Upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC

2.6.2, the PE shall make the following Payments to the Consultant:

- (a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

The Payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only Payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar Payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional Payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

General Condition of Contract

3.2.3
Prohibition
of
Conflicting
Activities

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

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

3.3 Confidentiality

3.4 Insurance to be Taken Out by the Consultant

Rule 29(2), The Consultant (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.

3.5 Consultant's Actions Requiring PE's Prior Approval

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

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

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PE the reports and documents specified in (PE may insert appendix) hereto, in the form, in the numbers and within the time Period set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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

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

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**3.8 Accounting,
Inspection and
Auditing**

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

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

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

4. CONSULTANT’S PERSONNEL

**4.1 Description
of Personnel**

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

**4.2 Removal and/or
Replacement of
Personnel**

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

General Condition of Contract

Personnel, the Consultant shall provide as a replacement a Person of equivalent or better qualifications.

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

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

5. OBLIGATIONS OF THE PE

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

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

5.3 Services and Facilities be.

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

6. PAYMENTS TO THE CONSULTANT

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

6.2 Contract Price The price Payable in Pak Rupees/foreign currency/ is set forth in the SC.

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

General Condition of Contract

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the Payment schedule stated in the SC. Unless otherwise stated in the SC, the first Payment shall be made against the provision by the Consultant of an advance Payment guarantee for the same amount, and

General Condition of Contract

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other Payment shall be made after the conditions listed in the SC for such Payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Resolution

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC.

General Condition of Contract

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of Amendments of, and Supplements to, Clauses in the
GC Clause General Conditions of Contract

{1.1} Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa Public
Procurement Rules 2014.

1.3 The language is English.

1.4 The addresses are:

Procuring Entity: _____

Attention: _____

Facsimile: _____

E-mail: _____

Consultant:

Attention:

Facsimile:

Email:

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{1.6}

{The Member in Charge is *[insert name of member]*}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7

The Authorized Representatives are:

For the PE: _____

For the Consultant: _____

1.8

PE shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PE wishes to apply.

The PE warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PE shall Pay on behalf of the Consultant, the SubConsultants and the Personnel, or shall reimburse the Consultant, the SubConsultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the SubConsultants and the Personnel in respect of:

(a) any Payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or Permanent residents of Pakistan), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;

(c) any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;

any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their Personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

General Condition of Contract

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PE if they were Paid by the PE at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is *[insert date]*.

2.3 The time period shall be *[insert time period, e.g.: twelve months, eighteen months]*.

3.4 The risks and the coverage shall be as follows:

- (a) Third party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;
- (b) Third party liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

insurance against loss of or damage to (i) equipment purchased in whole or in Part with funds provided under this Contract, (ii) the Consultant's property used in the Performance of the Services, and (iii) any documents prepared by the Consultant in the Performance of the Services.

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Note: Delete what is not applicable

{3.5(c)} {The other actions are: *[insert actions]*.}

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

{3.7(b)}

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

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

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

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

{5.1}

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

6.1

Performance security shall not exceed 10% of contract amount

6.3

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

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6.5 The accounts are:
for foreign currency or currencies: *[insert account]* for
local currency: *[insert account]*

Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be Paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be Paid upon submission of the inception report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- (f) The demand guarantee shall be released when the total Payments reach fifty (50) percent of the lump-sum amount.

Note: This sample clause should be specifically drafted for each contract.

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

General Condition of Contract

Appendix A

(INTEGRITY PACT)

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

Contract No. _____ Dated

Contract Value: _____

Contract Title:

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Khyber Pakhtunkhwa (GoKP) or any administrative subdivision or Entity thereof or any other entity owned or controlled by GoKP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. Paid or Payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoKP under any law, contract or other instrument, be voidable at the option of GoKP.

Notwithstanding any rights and remedies exercised by GoKP in this regard, [name of Supplier] agrees to indemnify GoKP for any loss or damage incurred by it on account of its corrupt business practices and further Pay compensation to GoKP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoKP.

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

CONTRACT

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. Payment

A. Ceiling

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.

C. Payment Conditions

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

**4. Economic
Price
Adjustment**

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed —% Per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as Per following provision: “Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be

adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] the calendar month after the date of the Contract) by applying the following formula:

$$Rl = Rlo \times \frac{Ilo}{Il}$$

where *Rl* is the adjusted remuneration, *Rlo* is the remuneration Payable on the basis of the rates set forth in Annex C for Payable remuneration, *Il* is the official rate of inflation for the first month for which the adjustment is to have effect and, *Ilo* is the official rate of inflation for the month of the date of the Contract.”]

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. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their Personnel and equipments.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PE's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PE

FOR THE CONSULTANT

Executive Engineer Flood Division D.I.Khan
On Behalf of Chief Engineer (South / North)
Irrigation Department Khyber Pakhtunkhwa Peshawar.

Signed by

Signed by

Title

Title

Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and Payment (e.g.: the assignment is phased, and each phase has a different Payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

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

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

2 Professional Staff should be indicated individually; Support Staff should be indicated Per category (e.g.: draftsmen, clerical staff).

Terms of References (TORs)

TERMS OF REFERENCE

Name of Work: **“Flood and Erosion Protection Arrangement of Villages / Abadies of Moza Shah Nawaz, Jhoke Basharat Etc, and Agricultural Land along Left Bank of Indus River in District D.I.Khan (Phase-II Long Term Arrangement)” “ADP No.1867/220742 (2024-25 New).**

Sub Work: *Feasibility, Planning, Design, Estimation and Full Time Supervision of the project.*

A. BACK GROUND.

The Government of Khyber Pakhtunkhwa Irrigation Department intends to engage experienced and qualified consultant firms for the Consultancy Services of **“Flood and Erosion Protection Arrangement of Villages / Abadies of Moza Shah Nawaz, Jhoke Basharat Etc, and Agricultural Land along Left Bank of Indus River in District D.I.Khan (Phase-II Long Term Arrangement)” “ADP No.1867/220742 (2024-25 New).”**

The scheme pertains the survey, Design execution & Supervision of protection works for the project **“Flood and Erosion Protection Arrangement of Villages / Abadies of Moza Shah Nawaz, Jhoke Basharat Etc, and Agricultural Land along Left Bank of Indus River in District D.I.Khan (Phase-II Long Term Arrangement)” “ADP No.1867/220742 (2024-25 New).** situated on left bank of river Indus to minimize the effects of river erosion and hence protect the area village & agricultural lands in District D.I.Khan.

The topography of Dera Ismail Khan District in general consists of dry and Baranni plains with arid climate and scanty rain fall in most parts of the district. The country slope is from West to East. The area is traversed by river Indus flow North to South, from Chashma to Ramak on the East side of DIKhan. Generally flow of the river is normal around the year except in monsoon seasons and in March/ April, it has occasional potential floods which cause extensive damages to the lands & properties on either side of banks as was specially witnessed during floods 2010 & 2022.

As the river bed stretches in width of (4 Km: to 14 Km:) in the reach Govt: of Khyber Pakhtunkhwa has constructed Hydraulic Structure on Right Side of River Indus to protect the adjacent Villages Abadies etc, but left side of River Indus under administrative control of Khyber Pakhtunkhwa Govt: is still un-protected, which also needs flood protection arrangements in order to save the villages, Abadies, Agriculture lands etc: from the erosive action of River Indus and manage the River flow in a straight and narrow channel to avoid its damaging effects on banks.

The locals of the area have approached the provincial as well as federal institutions for the short- and long-term solutions of the problem. It has been proposed with the objective to protect the village abadies and the agricultural lands of Mozas Shah Nawaz, Jhok Basharat, Thotha, Kanyal, Murad Noon etc.

The Honorable Minister for Irrigation KPK & Secretary Irrigation KPK along with elites of National Assembly & representative of the area along with the Officers of the Irrigation Department & Technical teams of the Department have visited the site and endorsed the urgent need of a protection structure to safeguard the area. The Proposal for Marginal Bund for long-term interventions to protect the affected agricultural lands with standing crops and the local population of the area is prepared on basis of feasibility carried out by NESPAK during 2022 under “Feasibility Study / Preparation of comprehensive flood management plan for Khyber Pakhtunkhwa under ADP No. (1520-160274).

The PC-I detail cost estimate amounting to Rs.1070.00 (M) has been approved by PDWP in its meeting on dated 09/09/2024, with direction from the chair to execute the project forthwith to avoid further delay due to regular River erosion action and to safeguard the public at large.

B. OBJECTIVES.

Basic objective of the project is protection of 8500 Acre Agricultural Land, 850 Houses, and other Govt: and private infrastructure including schools, Roads, Mosque and electricity poles etc: in Villages / Abadies of Moza Shah Nawaz, Jhoke Basharat Etc, and Agricultural Land along Left Bank of Indus River in District D.I.Khan. Project site location is laying at latitude and longitude of 31°55'40 "N71°02'11"E the residents of the area approached their political representatives & District Administration to redress their grievances.

C. PROJECT SALIENT FEATURES.

For the protection of Villages / Abadies of Moza Shah Nawaz, Jhoke Basharat Etc, and Agricultural Land along Left Bank of Indus River in District D.I.Khan, PC-I stands approved by the PDWP in its meeting held on 09/09/2024 for Rs. 1070 (M) for construction of 6614ft: Marginal Bund on left side of River Indus. For this purpose "***Feasibility, Planning, Design, Estimation and Full Time Supervision of the project***". and Hydraulic Model Study from IRI Nandipur Lahore. On the recommendations of Hydraulic Model Study a suitable proposal shall be framed by the consultants for the protection of the affected abadies of District DIKhan residing on left & right bank of River Indus from affected area upto D.I.Khan Dariya Khan Bridge. Man months in the scheme have been proposed on the basis of actual requirements as mentioned above.

D INSTRUCTIONS TO CONSULTANTS.

Interested Consultants are invited to submit separate and sealed technical and financial proposal in light of the instructions / guidelines given below and as per TORs attached.

- a. The selection of consultants will be done in accordance with the procedure laid down in the Guidelines for selection of consultants issued by the KPPRA &(PEC) Pakistan Engineering Council. Weightage of **80% and 20%** will be given to the technical and financial proposals respectively while evaluating of the proposals.
- b. Two sets of the Technical Proposal (01 original+01 copy) and 01 set of Financial Proposal for the Consultancy Services *Feasibility, Planning, Design, Estimation and Full Time Execution Supervision of the project.* are required to be submitted in proper book bind form (ring & spiral binding not acceptable). All pages should be numbered.
- c. Consultants Technical proposals should include the following information as well:
 - i. Year of registration of the firm, postal address, E-Mail, telephone/Fax No with name of partners / proprietor, head office and branch offices.
 - ii. Registration No & latest renewal certificate issued by the Pakistan Engineering Council.
 - iii. National Tax No. (NTN) with copy of the certificate.
 - iv. Affidavit regarding No Litigation Certificate.
 - v. Each and every page of the Proposals must be readable, stamped and signed by the Authorised Representative of the firm. The proposals should be properly hard binded & page numbered.
 - vi. There shall be index at the start of Technical Proposal.
 - vii. Incomplete Proposals/not fulfilling the requirement or received after the due date will not be considered.
 - viii. Conditional, optional, incomplete and bid not meeting the Evaluation Criteria shall be considered as “Non-Responsive.”
 - ix. Guidelines & TORs documents are available for the interested bidders at the office of Executive Engineer, Flood Division DIKhan which can be purchase on payment of Rs 2000/- per set or downloaded duly from the Irrigation website / KPPRA will payment receipt of Rs. 2000.
 - x. List/ Data sheets of similar nature works *viz* Hydraulic Structures for the protection of Land & Abadies against the onslaught of river like Spurs, studs,

Marginal Bund etc. Detailed designed or construction supervision, completed by the firm during last ten years with detail of year of start / completion, cost of consultancy services, scope of the work, with completion certificate and actual services performed by the firm individually and / or in a joint venture with specific details.

- xi. List/data sheets of specific relevant to the project works completed with total cost of consultancy services; scope of work with actual services performed by the firm, date of start and expected date of completion individually and/or in a joint venture.
 - xii. Only those similar projects will be considered for evaluation for which the scope of services and cost of consultancy services is mentioned in data sheet or the firm furnishes evidence to this effect.
 - xiii. The experience of the firm includes projects handled by the firm and not by the individual employees of the firm in their personal capacity.
 - xiv. List of professional staff and CV's of the key experts (duly signed by them) who will be handling the assignment with names, qualifications, year of passing various degrees and post qualification practical experience. Attested copies of degrees with transcripts /academic credentials shall be mandatory.
 - xv. A comprehensive write-up about approach and methodology, proposed work plan and manning schedule of various experts on a bar chart showing man-months of each expert, their responsibility and total time schedule for completion of the assignment.
 - xvi. Comments (if any) regarding terms of reference designed to improve performance in carrying out the assignment shall be appreciated.
- d. The consultants are required to submit sealed financial proposal for the entire project.
 - e. The Financial proposal should be submitted in direct and indirect cost of the Project/Assignment.
 - f. The consultant's financial bid / proposal shall be deemed to cover expenses for each and every item of the Scope of Work / TORs. No payment shall be made for any item (s) mentioned in the Scope of work / TORs that the consultants have intentionally or

- unintentionally presented as conditional, missed or not included in their technical and financial proposal. The consultants shall have to perform the same at their own expenses.
- g. The Department has the right to add, delete or alter any TOR before submission of technical and financial proposals. However, the consultants will be informed about this change (if any) at least before the submission of the proposal.

E. CONDITIONS FOR CONSULTANCY SERVICES.

1. The consultants shall establish Resident Engineer Office for the Consultants. project at prescribed location and site offices /camps in close vicinity of the respective project site after approval of the client.
2. All desk work for detail design shall be carried out in the Project Manager's/ Resident Engineer's Office duly approved by the client.
3. Consultants shall also attend meetings, visit sites and shall also make presentation if so directed by the Department for consultative forums etc for which TA/DA, boarding, lodging and claim for incidental charge etc shall not be entertained.
4. The consultants except without prior approval of client/consultants shall not sublet the consultancy services or any part thereof to any agency
5. In case the consultants without any sound reasons failed to complete the whole /part of assignment according to the agreed schedule the consultants shall be charged at 1% of the respective work order per day upto a maximum of 10% as deemed appropriate by the client
6. The client/employer reserves the right for any addition, alteration or amendment in the TORs of the project.
7. The consultants will provide undertaking that the key staff engaged on the project would not be employed on any project during the currency of the agreement. However, in case of unavoidable circumstances approval for proposed replacement staff may be obtained for the client.
8. Original signed CVs of the proposed personnel indicating contact number and postal address along with the availability certificate of the personnel for the project/ component shall be annexed in the technical proposal. Moreover the CVs of the proposed personnel must clearly show general experience, relevant experience & projects undertaken by them.

9. In support of experience of firm, the consultants shall furnish letter from the Department for award and completion documents for each completed consultancy claimed as experience. Consultancy cost of the project & share of the competing consultant in case of JV must be given in project proforma. Absence of the above information may affect the evaluation of the bid.
10. Any balance activity left incomplete by the consultants would be executed by the client on the risk and cost of the consultant. The consultant while offering bid shall annex all the detail and breakup of cost and certify that the key personnel will be available full time for the man-months indicated.
11. The employer reserves the rights to remove any key personnel or support staff and it would be binding on the consultants to provide appropriate replacement.
12. Backup data of all design calculations shall be provided in both hard and soft to the employer.
13. In case of JV correspondence will only be made with the Lead Firm and with Project Manager who will be responsible for all the obligations covered in the contract.
14. In case of JV payment will be made in the name of JV or as agreed between the firm and client in written.
15. In case of default of the consultants in carrying out any activity within schedule time, the employer shall be entitled to employ and pay other person to carry out the same task. The employer may deduct the expenditure accrued on the activity due or become due upon the consultants after notification by the engineer with the approval of the client/employer.
16. No activity shall be commenced without the approval is obtained from the Competent Authority /Client.
17. Agreement for the consultancy services for the respective stages of survey and investigation, detailed design review and construction supervision as the case may be will be executed as join/combined but gap in actual execution of the respective component of services may occur. The agreement for each stage will be effective from date of issue of letter of proceed to the consultants for the respective stage by the client.
18. The consultants shall assist the concerned field formation of the Department during field visits.

UNDERTAKING.

It is hereby certified that the above are true statements based on facts and we take full responsibility for the correctness and accuracy of the information supplied herein to the best of our knowledge and belief. This is also to certify that the owner/partners/directors working solely for the consulting engineering profession. This is further to certify that we are independent consulting engineer and have no interest in any construction and conflicting commercial industrial and business activities which are likely to influence our professional independence and neutrality. We also undertake to fully abide by KPPRA act/rules & the Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Byelaws 1986 & registered with Khyber Pakhtunkhwa Revenue Authority.

TERMS OF REFERENCE FOR FEASIBILITY, PLANNING, DESIGN, ESTIMATION AND FULL TIME SUPERVISION OF THE PROJECT.

1. According to KPPRA Rules, 2014 (Procurement of consultancy services) 2% bid security in shape of call deposit shall be submitted alongwith proposals in the name of Executive Engineer Flood Division, DIKhan. Also, according to KPPRA Rules (Procurement of works and non-consulting services) 2% bid security shall be kept sealed in financial proposals, keep an affidavit in the technical proposals stating that 2% bid security is enclosed with financial proposals without mentioning the amount. Otherwise, the technical proposals will be considered as non-responsive and returned back.
2. To conduct site investigation for river bed material for medium grain size D_m for local scour partial size distribution curves, D₅₀ for soil from 10' to 20' depth develop soil composition map of the surrounding area.
3. To propose items/ cost of various components of the project using Market Rate System (MRS) applicable in KPK.
4. To conduct analysis for the assessment of benefits and costs etc: including economic internal rate of return (For Long Term Measures).
5. To assess the existing direct/indirect benefits, relating to agriculture and related sectors.
6. To carry out the detail survey of the affected area showing all hydraulic details of river morphology belas, Creeks, with their elevations.
7. To assist client in pre-qualification of contractors (Any KPPRA rules procurement method decided by the client), if required.
8. Assist the employer in Tendering Process / Bid Evaluation if required.
9. Periodic review of construction drawings in accordance with latest site situation & requirements as proposed by consultants or client for time to time.
10. Submission of Revised Construction Drawing in accordance with actual site conditions including detail survey for project component / additional project component.
11. Preparation of construction Schedule, CPM and Cash Flows.
12. To approve and / or issue working drawings, approve the setting out of the works/components giving instructions to the contractors and processing amendments and variations.

13. To approve the contractor's work program schedules, construction implementation plan, method statements, sources of materials, etc.
14. To provide supervision services during the execution period according to the construction schedule approved by client.
15. Supervision of Construction activities of the project in the capacity of Engineer to ensure that the projects including all components are being constructed satisfactorily in accordance with approved drawing, design, specifications and required quality. In case of any variation, a detail report duly supported with document shall be submitted to the Client / Employer for the project, for final decision.
16. Prepare and submit as built construction drawings, duly verified & corrected.
17. The Consultants shall submit indemnity bond to the effect that the firm will be responsible for any defect in design or quality of work supervised by the firm. The period of indemnity bond will be the life period of the project.
18. To review stud level design, prepare necessary drawings/plans and other details for designing of Flood protection works.
19. Provide and supervise the material testing in contractor's field laboratory and keep record of respective test report. (If required)
20. Provide adequate technical assistance, consultation and advice to the Client / Employer in matters that crop up during execution, may include redesigning and connected issues.
21. The consultants shall certify Interim Payment Certificates (IPC's) and recommend it for payment after detail verification of quantity and quality of work done at site.
22. To participate in the meetings/site visits and make presentation whenever directed by the client for which no separate TA/DA, boarding lodging other incidental charges or any other claim shall be entertained.
23. Mode of Payments to the consultants will be as per TOR.
24. Review / Vetting of proposed/approved PC-I and suggest improvement, if any.
25. Provide adequate consultation and advice to the employer on contractual issues / corrigendum (s).
26. Coordinate between contractor and employer to implement the project in accordance with the contract agreement.
27. Prepare and submit weekly / Monthly Progress Report to the Client / Employer.
28. Participation and Coordination in progress meeting convened at site and in Regional or Divisional office or any other place as and when required.
29. Furnish "Detail Cost Estimate" and make periodic updating of the cost of project along with reasons for increase / decrease of cost of individual items.
30. Revision of PC-I if cost of the project over runs beyond approved cost or if there is a substantial change in the scope of work but the project cost remains within the approved cost.
31. To take/verify measurements and keep appropriate records of these, in computer-based form.

32. To maintain a day by day (or as directed by client) project diary, correspondence and other which shall record all events pertaining to the administration of the contract, requests from and orders given to the contractor, and any other information which may at a later date be of assistance in resolving queries arising in connection with execution of the works.
33. Initiation and issuance of variation order after approval of the employer.
34. The consultants shall provide assistance during the defect liability period and visit the project from time to time for pointing out any defect etc. The same shall be reported to the employer in the form of punch list. Recommend and monitor its rectification, if any.
35. To inspect the works at appropriate intervals during the defects liability period and issuing the defects liability certificate.
36. To assist, if required, the client in the court of law, in case of any litigation by the contractor or stakeholder.
37. To recommend to client any liquidated damages to be claimed from the Contractor or other actions which should be taken against the contractor under the construction contract.
38. To certify completion of part or entire works, prepare punch list for payment to the contractors.
39. To order tests of materials and of completed works, and ordering removal of materials or works, which do not comply with specified requirements?
40. To Order the substitution of placed materials if it does not conform to the specification.
41. To assist in the transfer of the Project and assets to the client.
42. The Consultant shall provide the list of employees by title & name to the employer for approval.
43. To issue necessary notices to the contractor as may be required under the construction contract.
44. To inspect the works during the maintenance period and issuing the maintenance certificate.

REPORTING AND DOCUMENTATION FOR REVIEW OF DESIGN & CONSTRUCTION SUPERVISION.

- i. Preparation of draft design review report, draft construction drawing, draft tender documents and specifications (05 copies).
- ii. Preparation final updated detail design review report, construction drawing, tender documents and specifications documents (07 copies).
- iv. Preparation of regular monthly progress report (07 copies).
- v. Preparation and submission of as built drawings in (05 copies).
- vi. All correspondence, surveys, lab test results and construction drawings along with soft copies in binded form.
- vii. Preparation of PC-IV for the project (05 copies).
- viii. Preparation and submission of Punch list in deficit liability period.

PROFESSIONALS STAFF REQUIRED FOR THE SERVICES MENTIONED IN STAGE-I TO STAGE-V.

Consultant Bid Cost will be sum of Professional skilled Personnel's & Logistic requirement as per below details. Payment of survey, other investigation & vehicle (Running & maintenance) will be made as per actual inputs & will be adjusted in the end of study.

(A) Direct Cost

Man Months.

S#	Position	No.	Period of service required
A) Stage-I Topographic Survey.			
1	Resident Engineer	1	01 Month
2	Senior Civil Engineer	2	01 Month
3	Surveyor	2	01 Month
(B) Stage-II Feasibility and Planning Report.			
1	Resident / Design Engineer	1	01 Month
2	Assistant Resident Engineer	1	01 Month
3	Senior Civil Engineer	1	01 Month
(C) Stage-III Design of the Hydraulic Structure (Marginal Bund 6614 foot			
1	Resident / Design Engineer	1	01 Month
2	Assistant Resident Engineer	1	01 Month
3	Senior Civil Engineer	1	01 Month
4	AutoCAD Operator	1	01 Month
(D) Stage-IV Costing and Estimate for Technical Sanction.			
1	Resident / Design Engineer	1	01 Month
2	Assistant Resident Engineer	1	01 Month
3	Senior Civil Engineer	1	01 Month
4	Quantity Surveyor	1	01 Month
5	AutoCAD Operator	1	01 Month
6	Computer Operator	1	01 Month
(E) Stage-V Full Time Supervision of work.			
1	Resident Engineer / Project Manager	1	27 Months
2	Assistant Resident Engineer	1	21 Months
3	Site Engineer / Inspector	1	24 Months
4	Quantity Surveyor	1	24 Months
5	Accountant	1	30 Months
6	Computer Operator	1	30 Months
7	Driver	1	30 Months
8	Naib Qasid	1	30 Months

(B) Indirect Cost

a. Furniture & Fixtures		
S.No	b. Item Description	c. Quantity.
1	Office Table*	4 No.
2	Office Revolving Chair*	6 No.
3	Visitors Chairs*	12 No.
4.	Computer Table with Chair*	01 Set
5.	Steel Cupboard for office use.	03 No.
6.	Side Rack of Wooden for office use*	06
b. Commodities & Services.		
S.No	Item Description	Quantity.
	Utilities	
1	Installation of Telephone with internet	01 Job
2	Gas Bill, Electricity Bill , water Bill and Telephone Bill etc.	Lump Sum For 30 Months
3.	Postage & telegraph	Lump Sum For 30 Months
4.	Office Stationery.	Lump Sum For 30 Months
5	Rented Building for Office	Lump Sum For 30 Months
c. Transport		
5.	Rented Vehicle with Driver, POL and its maintenance (for field duty)	Lump Sum For 30 Months

Note:- *

1. The Payment for staff as mentioned in Stage-I to Stage-III according to TORs period and payment of Supervisory staff required for Full Time Supervision of the project excluding period of Flood Seasons or as per working condition at site.
2. Items / Imperishable are the sole property of Flood Division D.I.Khan, After completion of project these items shall be returned back to Flood Division D.I.Khan.
3. No further, increase / enhancement will be acceptable if the project is not completed stipulated period due to any reason what so ever rather this bid cost is for the meaning full / successful completion of the project irrespective of time period.

Qualifications and Experience of Consultant's key personnel.

Consultants will assign adequately qualified key personnel to carry out the implementation of the Project as described in TOR, person-month inputs for which are indicated below. The key personnel should possess the qualifications and experience as indicated against each position.

Resident / Design Engineer

- Should have Master degree in Civil Engineering from recognized university and with 10 Years similar design related experience or B.Sc Engineering (Civil) from recognized university with at least 15 Years' and having Experience of construction of River Protection work and training works.

Assistant Resident Engineer.

- Should have Bachelor degree in Civil Engineering from recognized university with 05 Years similar supervision related experience. Higher qualification and having Experience of Design, Estimation and construction of River Protection work and training works.

Civil Engineer

- Should have Bachelor degree in Civil Engineering from recognized university with 05 Years similar supervision related experience. Higher qualification and having Experience of construction of River Protection work and training works.

AutoCAD Operator

- Should have DAE in Civil from recognized Technical institutions and 05 Years experience and AutoCAD Diploma and 05 years practical experience.

Quantity Surveyor.

- Should have DAE in Civil from recognized Technical institutions and 05 Years experience for the measurement, X-Section long section of Spur, Bund etc.

Site Engineer/ Inspector

- Should have DAE in Civil from recognized Technical institutions and 05 Years experience in relevant field.

Accountant.

- Should have passed the Accounts related subject and knowing the knowledge of Accounts having experience of Accounts Management 05 years.

Computer Operator

- Should have Diploma of I.T from recognized I.T institutions and 05 Years experience for the office work.

Naib Qasid

- Should have SSC and having 05 years experience of office working procedure.

NAME OF WORK:-					
“Flood and Erosion Protection Arrangement of Villages / Abadies of Moza Shah Nawaz, Jhoke Basharat Etc, and Agricultural Land along Left Bank of Indus River in District D.I.Khan (Phase-II Long Term Arrangement)” “ADP No.1867/220742 (2024-25 New)”					
SUB WORK:-					
Feasibility, Planning, Design, Estimation and Full Time Supervision of the project.					
S#	Position	No.	Man Months.	Monthly remuneration	Total Cost (in Rs)
(A) Stage-I Feasibility and Planning Report.					
1	Resident / Design Engineer	1	01 Month		
2	Assistant Resident Engineer	1	01 Month		
3	Civil Engineer	1	01 Month		
(B) Stage-II Design of the Hydraulic Structure (Marginal Bund 6614 foot					
1	Resident / Design Engineer	1	01 Month		
2	Assistant Resident Engineer	1	01 Month		
3	Civil Engineer	1	01 Month		
(C) Stage-III Costing and Estimate for Technical Sanction.					
1	Resident / Design Engineer	1	01 Month		
2	Assistant Resident Engineer	1	01 Month		
3	Civil Engineer	1	01 Month		
4	Quantity Surveyor	1	01 Month		
5	Computer Operator	1	01 Month		
(D) Stage-IV Full Time Supervision of work.					
1	Resident Engineer / Project Manager	1	27 Months		
2	Assistant Resident Engineer	1	21 Months		
3	Site Engineer/ Inspector	1	24 Months		
4	Quantity Surveyor	1	24 Months		
3	Accountant	1	30 Months		
6	Computer Operator	1	30 Months		
7	Driver	1	30 Months		
8	Naib Qasid	1	30 Months		

Project Title:- FLOOD AND EROSION PROTECTION ARRANGEMENT OF VILLAGES / ABADIES OF MOZA SHAHNAWAZ, JHOKE BASHARAT ETC. AND AGRICULTURAL LAND ALONG LEFT BANK OF INDUS RIVER IN DISTRICT D.I.KHAN (PHASE-II LONG TERM ARRANGEMENT). ADPNo. 1867/220742 (NEW PROGRAMME) (2024-25).

SUMMARY OF COST OF CONSULTANT

S. No	Job Description	Salary Cost/Remuneration	Amount (Rs.)
1	Stage-I Feasibility and Planning Report of the Project		
2	Stage-II Design of the Hydraulic Structure (Marginal. Bund 6614 foot		
3	Stage-III Costing and Estimate for Technical Sanction.		
4	Stage-IV Full time Supervision of the Project		
	Grand Total		

Final cost (in figure)

(in wards)

Dated _____ // _____

Chief Executive/Authorized Signature & Seal _____

Address of the company _____

[Summary of Cost of consultants shall be submitted on Company letter head and igned by chief Executive or Authorized Agent]

Payment Mode

For the Completion of each and every Job

S#	Description	Percentage%
1	Stage-I Completion of Feasibility & Planning Report of the Project	10%
2	Stage-II Completion of Design of the Hydraulic Structure (Marginal. Bund 6614 feet)	15%
3	Stage-III Completion of Costing and Estimation for Technical Sanction.	10%
4	Stage-IV Full time Supervision till successful Completion of the Project	65%
	Total Contract Price	100%

Section 6

CONDITIONS OF CONTRACTS

- i. Condition of contracts may be downloaded from the KPPRA website.
- ii. Special condition of the contract will be offered at the time of contract agreement

