

# **BIDDING DOCUMENTS/TERMS OF REFERENCE**



**FOR PROCUREMENT OF CONSULTANCY SERVICES FOR  
THE SUB WORK**

**“FEASIBILITY STUDY AND DETAILED DESIGN FOR  
CONSTRUCTION OF ARTIFICIAL DAMS”**

**UNDER THE SCHEME**

**“PROVISION OF RESEARCH  
STUDIES/CONSULTANCIES/ SURVEY/DETAILED  
DESIGN /FEASIBILITY STUDIES.  
ADP # 948 (150189) (2024-25”**

**Issued to: \_\_\_\_\_**

**SMALL DAMS DIRECTORATE  
(MAY 2025)**

# **REQUEST FOR PROPOSALS**



**DIRECTORATE GENERAL SMALL DAMS IRRIGATION DEPARTMENT  
GOVERNMENT OF KHYBER PAKHTUNKHWA PESHAWAR**

Plot # 27, Street No. 12, Sector E-8, Phase-VII, Hayatabad Peshawar  
Phone No: 091-9219555, Email: smalldams1234@gmail.com

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**REQUEST FOR PROPOSAL / HIRING SERVICES OF CONSULTANCY FIRM  
(QCBS)**

**For**

***“Feasibility Study and Detailed Design for Construction of Artificial Dams” under ADP Scheme “Provision of Research Studies/Consultancies/Survey/Detailed Design/Feasibility Studies”. ADP # 948 (150189) (2024-25)”***

Irrigation Department Khyber Pakhtunkhwa through Small Dams Directorate, intends to conduct feasibility study and subsequently detailed engineering design for Potential projects for which Technical and financial proposals are required from the reputed consultancy firms duly registered with relevant registration bodies as mentioned in the bidding documents. All other details are available in the bidding documents.

Bidding documents containing the scope of project and evaluation criteria etc. can be downloaded from the websites of the Khyber Pakhtunkhwa Procurement Regulatory Authority: [www.kppra.gov.pk](http://www.kppra.gov.pk) and also from Irrigation Department [www.irrigation.gkp.pk](http://www.irrigation.gkp.pk).

Pre-Bid meeting will be conducted on 17 June 2025 @ 1100 hrs. in the office of DG Small Dams at mentioned address above. The last date for submission of proposal is June 30, 2025 till 5:00 PM at above mentioned address.

**DIRECTOR GENERAL**

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## **Preface**

1. This document Standard Request for Proposals (SRFP) is to be used for various selection methods described in the KPPR 2014.
2. Before preparing an RFP, the Procuring Entity/ User must be familiar with the KPPRA 2014, and Rule No 23 & 28.
3. Rule No 23 (c) shall be adopted for assignments of standard or routine nature where well-established practices and standards exist.
4. In case Rule No 23 (c) is not to be used, as the assignment is not a standard or routine nature, and standards and practices are not well-established, and procuring Entity chooses other methods of selection according to Rule No 23 (a), (b), (d), and (e), the reason shall be recorded in writing by the competent authority, and also sent to KPPRA with RFP.
5. The SRFP includes a standard Letter of Invitation, standard Instructions to Consultants, Terms of Reference, and a standard Form of Contract. The standard Instruction to Consultants and the Standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect Particular assignment conditions.



## **Section 1. Letter of Invitation**





## Letter of Invitation

*insert: Invitation/File No.....;*  
*[insert: Location and Date ]*

*[insert: Name and Address of Consultant]*

Dear Mr./Ms.:

The Director General Small Dams (hereinafter called “Procuring Entity”) now invites proposals to provide the following consulting services:

***“Feasibility study and detailed design for construction of artificial dams” under the scheme “Provision of research studies/consultancies/ survey/ detailed design /feasibility studies”. ADP # 948 (150189) (2024-25)”***

1. . More details on the services are provided in the Terms of Reference.
2. This Request for Proposal (RFP) has been addressed to the following shortlisted/prequalified/interested Consultants: [NA]  
It is not Permissible to transfer this invitation to any other firm.
3. A firm will be selected under *[Quality and Cost based Selection System]* and procedures described in this RFP, in accordance with the KPPRA Rules 2014 with upto date amendments.
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 following address: ***Plot # 27, Street No. 12, Sector E-8, Phase-VII, Hayatabad Peshawar***, upon receipt:
  - (a) *that you received the Letter of Invitation; and*
  - (b) *Whether you will submit a proposal alone or in association.*

Yours sincerely,

***[insert: Signature, name, and title of head of the department/ PE ’s representative]***

## **Section 2. Instructions to Consultants**

## Instructions to Consultants

*[Note to the Procuring Entity, this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Entity, shall be introduced only through the Data Sheet (e.g., by adding new reference Paragraphs)]*

### 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 shortlisted 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 5 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.

## Section 2. Information to Consultants - Data Sheet

### 2. Introduction

2.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, 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.

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 procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Entity reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 Procuring Entity may provide facilities and inputs as specified in Data Sheet.

### 3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract

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:

- (i). A consultant that has been engaged by the procuring Entity 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 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.

(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.

(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

(iii) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

3.2 Government officials and civil servants may be hired as consultants only if:

- (i) They are on leave of absence without Pay;
- (ii) They are not being hired by the Entity they were working for, six months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

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

Conflicting  
Relationships

"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;

4. Fraud and  
Corruption

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

## Section 2. Information to Consultants - Data Sheet

10. Clarification and Amendment in RFP	Such barring action shall be duly publicized and communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.
5. Integrity Pact	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)
6. Eligible Consultants	<p>6.1 If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of KPPR 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 - that had been pre-qualified are eligible.</p> <p>6.2 Short listed consultants emerging from request of expression of interest are eligible.</p>
7. Eligibility of Sub Consultants	A shortlisted Consultant would not be allowed to associate with consultants who have failed to qualify the short-listing process.
8. Only One Proposal	Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.
9. Proposal Validity	<p>9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity 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>

## Section 2. Information to Consultants - Data Sheet

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity 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. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 10.2 The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing. 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 Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.
11. Preparation of Proposals
- 11.1 In preparing their Proposal, Consultants are exacted 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.
- 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.
12. Language
- 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 national and regional languages of Islamic Republic of Pakistan.
13. Technical Proposal Format and Content
- 13.1 While preparing the Technical Proposal, consultants must give Particular attention to the following:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.
- (ii). For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet.

## Section 2. Information to Consultants - Data Sheet

The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(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 not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. 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 and 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 during the last\_(PE may give number of years as Per their requirement) years.

(v) Estimates of the total staff input (professional and support staff; 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).

(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).

(vi) Any additional information requested in the Data Sheet.

13.3. The Technical Proposal shall not include any financial information.



## Section 2. Information to Consultants - Data Sheet

14. Financial Proposals
- 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 (if applicable). Alternatively, Consultant may provide their own list of cost. 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.
15. Taxes
- 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.
16. Submission, Receipt, and Opening of Proposals
- 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 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.
- 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.
- 16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PE no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PE 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 a day before the deadline for submission.

## Section 2. Information to Consultants - Data Sheet

### 17. Proposal Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded; the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE 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.

### 18. Evaluation of Technical Proposals

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 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.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

#### **Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)**

18.2 After the technical evaluation is completed, the PE 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.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

### 19. Evaluation of Financial Proposals

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 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.

## Section 2. Information to Consultants - Data Sheet

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, 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.

19.3 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.

19.4 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.

19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Entity will select the firm that submitted the highest ranked Technical Proposal.

## Section 2. Information to Consultants - Data Sheet

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|--|--|
| 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 PE 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 PE 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 PE 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 PE 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 PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE 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</p> |

the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

24.1 After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, 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.

24.2 After publishing of award of contract consultant required to submit a Performance security at the rate indicated in date sheet.

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

25. Confidentiality

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.

## Data Sheet

1.1	Name of the Assignment is: <b><i>“Feasibility study and detailed design for construction of artificial dams”</i></b> under the scheme <b><i>“Provision of research studies/consultancies/ survey/ detailed design /feasibility studies”</i></b> . <b><i>ADP # 948 (150189) (2024-25)”</i></b> The Name of the PE’s official (s): <b><i>Director General Small Dams</i></b> <b><i>Address: Plot # 27, Street No. 12, Sector E-8, Phase-VII, Hayatabad Peshawar</i></b> <b><i>Phone No: 091-9219555, Email: smalldams1234@gmail.com</i></b>
1.3	The method of selection is: <b><i>QCBS 80:20</i></b> The Edition of the Guidelines is: <b><i>Latest edition</i></b>
1.3	Financial Proposal to be submitted together with Technical Proposal: <b><i>Yes</i></b>
1.4	The PE will provide any data available pertaining to the project: <b><i>Yes</i></b>
1.5	The Proposal submission address is: <b><i>As above</i></b> Proposals must be submitted no later than the following date and time: <b><i>As mentioned in the RFP and Addendum issued from this office</i></b>
1.6	Expected date for commencement of consulting services, <b><i>as per Signed Contract Agreement</i></b> <b><i>at: Nominated location of the client</i></b>
9.1	Proposals validity that shall not be more than <b><i>90 days</i></b>
10.1	Clarifications may be requested not later than six <b><i>days before the pre-bid meeting date.</i></b> Facsimile: E-mail: <b><i>as above</i></b>
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written <b><i>in English</i></b> , However, it is desirable that the firm’s Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: <b><i>No</i></b>

11.2	The estimated number of professional staff-months required for the assignment is: or: <b><i>As per TORs</i></b> Available budget is: Yes The Financial Proposal shall not exceed the available budget of: As per Rules
13.1	The format of the Technical Proposal to be submitted is: <b><i>FTP</i></b>
13.2(vii)	Training is a specific component of this assignment: <b><i>TNA to be developed with the winning bidder, if required.</i></b>
14.1	<b><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] As per ToRs</i></b>

## Section 2. Information to Consultants - Data Sheet

15.1	Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable: <b>Yes</b>
6.3	Consultants to state local cost in the national currency (in case of ICB only): <b>NA</b>
16.2	Consultant must submit the <b>original and One</b> copies of the Technical Proposal, and the <b>original</b> of the Financial Proposal.
13.1	<b>As per Evaluation Criterion (Annexure-II)</b>

HR Marking Criteria	<b>As per Evaluation Criterion (Annexure-II)</b>
Firm Experience Marking criteria	<b>As per Evaluation Criterion (Annexure-II)</b>

Approach and Methodology Criteria	<b>As per Evaluation Criterion (Annexure-II)</b>
20.1	Expected date and address for contract negotiations: <b>As per Rules</b>
24.2	Successful consultant is required to submit Performance security in form of Pay order, demand draft or bank guarantee amounting to <b>05% of bid cost</b>
5.1	Consultants undertake to sign Integrity Pact for the procurement estimated to exceed Pak <b>Rs.2.5 million.</b>

## **Section 2. Information to Consultants - Data Sheet**

<sup>1</sup> Consideration may also be given to the number of Pages submitted as compared to the number recommended under Para. 3.4 (c) (ii) of these Instructions.



**Section 2. Information to Consultants - Data Sheet**

### Section 3. Technical Proposal - Standard Forms

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

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 .....	21
Form TECH-2. Consultant's Organization and Experience.....	22
A - Consultant's Organization.....	22
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Relevant forms to be filled in line with the TORs given at the end of the document.

### Section 3. Technical Proposal - Standard Forms

#### FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Peshawar, Date: \_\_\_\_/\_\_\_\_/2025 ]

To: ***[Director General Small Dams Directorate, Phase-7, Hayatabad Peshawar]***

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 envelope<sup>1 2</sup>.

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: \_\_\_\_\_

---

<sup>1</sup> **[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."]**

<sup>2</sup> *[Delete in case no association is foreseen.]*

**For FTP Only**

**Form TECH-2. Consultant's Organization and Experience**

***A - Consultant's Organization***

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

***B - Consultant's Experience (Follow TORs for support)***

*[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. Use 20Pages.]*

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

Firm's Name:

## **For FTP Only**

**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. ] The final decision to accept or reject rests with the Irrigation department.*

***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.] The final decision to accept or reject rests with the Irrigation department.*

## 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

**Section 3. Technical Proposal - Standard Forms**

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

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. \_\_\_\_\_ Ed  
ucation *[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: \_\_\_\_\_

### Section 3. Technical Proposal - Standard Forms

<b>11. Detailed Tasks Assigned</b>  <i>[List all tasks to be Performed under this assignment]</i>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i>  Name of assignment or project: Year:  Location: PE:
	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 wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

Date:

\_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

### Section 3. Technical Proposal - Standard Forms

No	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input	
		i	2	3	4	5	6	7	8	9	10	11	12	n	Home Field <sup>3</sup>	Total
<b>Foreign</b>																
1		[Home]														
		[Field]														
2																
3																
n																
													<b>Subtotal</b>			
<b>Local</b>																
1		[Home]														
		[Field]														
2																
n																
													<b>Subtotal</b>			
													<b>Total</b>			

**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

Nº	Activity	<sup>2</sup> Months												
		i	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PE approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase. <sup>3</sup>

---

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

## Section 4. Financial Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should 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.

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

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Form FIN-2. Summary of Costs .....	34
Form FIN-3. Breakdown of Costs by Activity <sup>1</sup> .....	35
Form FIN-4. Breakdown of Remuneration <sup>1</sup> .....	36
Form FIN-4. Breakdown of Remuneration <sup>1</sup> .....	38
Form FIN-5. Breakdown of Reimbursable Expenses <sup>1</sup> .....	39
Form FIN-5. Breakdown of Reimbursable Expenses .....	41
Appendix. Financial Negotiations - Breakdown of Remuneration Rates.....	42

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 figures<sup>4</sup><sup>5</sup>].

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.”

**Section 4 - Financial Proposal - Standard Forms**

Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal <sup>2</sup>		

- 1** Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2** 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.



**Section 4 - Financial Proposal - Standard Forms**

Group of Activities (Phase): <sup>2</sup>	Description: <sup>3</sup>			
	Costs			
Cost component	<i>[Indicate Foreign Currency # 7]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>4</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>4</sup></i>	<i>[Indicate Local Currency]</i>
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
Subtotals				

FORM FIN-4. BREAKDOWN OF REMUNERATION<sup>1</sup>

(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 <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	[Indicate Foreign Currency # 1] <sup>6</sup>	[Indicate Foreign Currency # 2] <sup>6</sup>	[Indicate Foreign Currency # 3] <sup>6</sup>	[Indicate Local Currency] <sup>6</sup>
Foreign Staff							
		[Home]					
		\Field\					
							1
							1
Local Staff							
		[Home]					
		\Field\					
Total Costs							

**FORM FIN-4. BREAKDOWN OF REMUNERATION<sup>1</sup>**

- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.**
- 4 Indicate separately staff-month rate and currency for home and field work.**
- 5 Indicate, separately for home and field work, the total exacted input of staff for carrying out the group of activities or phase indicated in the Form.**
- 6 Indicate between brackets the name of the foreign currency. 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.**

(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*)<sup>6 7 8 9</sup>

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
Foreign Staff		
		\Home 1
		\Field\
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.

Form FIN-5. Breakdown of Reimbursable Expenses<sup>1</sup>

(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 <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>5</sup>	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of Personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PE's Personnel <sup>6</sup>							
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.**

## 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 <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	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 <sup>4</sup>		

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

**2** Indicate unit cost and currency.

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

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

## APPENDIX. Financial Negotiations - Breakdown of Remuneration Rates

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

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

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

<sup>1</sup> Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.



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, 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.

## Sample Form

Consulting Firm:  
Assignment:

Country:  
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:



#### Section 4. Financial Proposal - Standard Forms

#### 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 <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Fixed Rate Per Working Month/Day/Hour	Proposed Fixed Rate Per Working Month/Day/Hour <sup>1</sup>
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.

- 1.7 Authorized Representatives**
- (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.
- 1.3 Language**
- 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 Contract.
- 1.4 Notices**
- 1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location**
- The Services shall be performed at such locations as are specified in 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**
- 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.

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.

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 consultant's 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.

(d) 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** 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.
- 3.1.1 Standard of Performance**
- 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.

- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the 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.
- 3.4 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.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8 Accounting,  
Inspection and  
Auditing**

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

3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the 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**

better qualifications.

(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 Personnel, the Consultant shall provide as a replacement a Person of equivalent or

(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 be. |
| 5.3 Services and Facilities                                  | 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.  |
| 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   |

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.

## Special Condition of Contract

{1.6}

### 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 with up to date amendments.

1.3 The language is English.

1.4 The addresses are:

Procuring Entity: **Plot # 27, Street No. 12, Sector E-8, Phase-VII, Hayatabad Peshawar**  
**Phone No: 091-9219555, Email: smalldams1234@gmail.com**

Attention: Director (South)

Facsimile: \_\_\_\_\_

E-mail: smalldams1234@gmail.com \_\_\_\_\_

Consultant:

Attention:

Facsimile:

E-mail:



## Special Condition of Contract

{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: Deputy Director (P&C) Small Dams Division Kohat

For the Consultant: \_\_\_\_\_

1.8

1. *The Consultant, Sub-Consultants, and their Personnel shall Pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law that are in vague or imposed from time to time.*
2. *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*
3. *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.*

2.1 *The Contract shall come into effect upon signing of the Contract Agreement.*

2.2 The Consultant shall begin carrying out the Services not later than 15 days after the Effective Date.

2.3 Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of Fifteen months period after the Effective Date.

2.2 The date for the commencement of Services is: the Consultant shall begin carrying out the Services not later than 15 days after the Effective Date.

2.3 The time period shall be *Fifteen Months*

## Special Condition of Contract

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 *[As per rules in vague)*
- (b) Third party liability insurance, with a minimum coverage of *[[As per rules in vague];*
- (c) professional liability insurance, with a minimum coverage of *[As per rules in vague];*
- (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
- (e) 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.

## Special Condition of Contract

*Note: Delete what is not applicable*

{3.5(c)} {The other actions are: *Before finalizing a feasibility study & starting the Detail Design approval of Employer shall be required. Similarly, the moment it is felt at any time during the currency of assignment that a scheme is unfeasible, approval of the Employer shall be required to go further or to stop it then and there.*

3.6 (a) The Sequence of study, reporting requirements thereof and mode of payment has been made part of the ToRs.

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

{5.1} *Not applicable.*

6.1 Performance security shall not exceed 10% of consultancy cost for foreign currency or currencies: *NA*

6.4 for local currency: Payments shall be made according to the schedule defined in ToRs (Annexure I)

8.2 Disputes shall be settled under KPPPPRA Rules 2014 with up to date amendments.

## Special 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]

## **Special Condition of Contract**

Khyber Pakhtunkhwa Public Procurement Regulatory Authority

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Khyber Pakhtunkhwa Public Procurement Regulatory Authority

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**Section 5 - Terms of Reference**

**ANNEXURE-I**

**GUIDELINES FOR SUBMISSION OF PROPOSAL &  
TERMS OF REFERENCE**

## **GUIDELINES FOR SUBMISSION OF PROPOSAL**

### **A. INFORMATION TO CONSULTANT**

Small Dams Directorate, Irrigation Department Khyber Pakhtunkhwa intends to conduct feasibility study and subsequently detailed engineering design for Potential artificial Dams. The artificial dams can be in the form of water storage reservoir, groundwater storages, tanks, ponds, rainwater harvesting systems, multi/single stage lift irrigation systems and small dams etc. The main objective is to ensure stable supply of water for agricultural & domestic use etc., controlling floods, regulating river flow, storing excess water during heavy rainfall, economic development, conservation & ecological balance, recreational activities and enhance the resilience of communities by providing a reliable water source during droughts and mitigating the impacts of extreme weather. This study mainly focuses on but not limited to identifying sites for water storage, in the Southern region i.e. Kohat, Karak, Lakki Marwat, Bannu, DI Khan etc. which face severe water shortages. About not less than thirty potential sites will be assessed by the consultants through desk studies with suitable recommendations i.e. CCA, storage, type of structure/scheme, expected outputs, expected number of beneficiaries and approximate cost of the project, details of which will be provided by the client mostly but the consultants can also recommend. Project with maximum benefit will be studied in detail i.e., its feasibility study and detailed design will be conducted as per the client's requirement.

For effective outcome, informed decision-making and sustainable development, the feasibility study for artificial dam construction ensures project viability and sustainability by steps such as: Preliminary Assessment, Geological and Hydrological Studies, Environmental Impact Assessment (EIA), Technical Design and Engineering, Economic Analysis, Social Impact Assessment, Risk Assessment, Regulatory Compliance, and Stakeholder Consultation.

### **B. INSTRUCTION REGARDING SUBMISSION OF PROPOSALS**

1. Two copies of the technical and one copy of financial proposals are required to be submitted. Proposal should be in a sealed envelope indicating original or copy on each enclosure, as appropriate.
2. The proposals shall be valid for a period of 90-days after the last date of submission,

which is extendable on the expiry of above period through mutual agreement. Each page of the proposal must be numbered, sealed & signed by the owner of the firm, and staple bounded, Ring binding shall render the proposal non-responsive.

3. The technical and financial proposals of the consultants will be evaluated according to criteria for procurement of consultancy services of the Government of Khyber Pakhtunkhwa, applying weight-age formula of 80:20 for technical and financial proposals respectively.
4. Financial proposals are required to be submitted along with the technical proposals in separate envelopes/covers and the financial proposal of the "Technically Qualified" consulting firm will be considered and opened by competent forum in presence of the competitive firms' representatives who chose to be present at the occasion. The contract agreement will be governed by laws and regulations of the Govt. of Khyber Pakhtunkhwa.
5. Any observation on the TOR and LOI must be brought into the notice of the department before the last date of submission of the proposals. No objection will be entertained after the submission of Technical and Financial proposals.
6. The employer reserves the right to make any addition alteration or amendment in the TOR of the Project.
7. Consultants shall be responsible for payment of all taxes in respect of personnel and other activities with no liability to the client.
8. Originally signed CVs of the proposed personnel having contact numbers and postal address along with availability certificate of the personnel for the Project shall be annexed in the Technical proposal.
9. The consultants shall quote the fee including detailed breakup cost and unit cost of all types of studies/investigations including review of previous studies, topographic surveys, Hydrological, Geological, Geo-technical, Environmental, Social and all other surveys, studies required for the assignment.
10. Payment for the personnel will be made as per actual time consumed on the Project but not in excess of the provision of man months made in the T.O.R. of consultancy.
11. Payment to the consultants for the physical works such as but not limited to survey Geo-technical investigation and other investigation will be made as per actual work done at



the site on the unit rate quoted by the consultant.

12. On the satisfactory performance of the services, the payment to the consultants shall be made as per contract agreement for the completed work, sub work, part of the work while in case of incomplete assignment, the payment will be made for the work done in accordance with the breakup of the services submitted by the consultants.
13. Mode of payment with the successful bidder can also be revisited at the time of signing of agreement if so warranted.

**B. OTHER CONDITIONS: -**

- 1) Security deposit and income tax will be deducted as per the prevailing Government rules.
- 2) The consultant shall establish a Project Manager Office at relevant project sites, where applicable.
- 3) Consultants shall appear in Project meetings and site visits and shall also make presentations, if so directed by the department for which no TA/DA, boarding, lodging and claim for incidental charges etc., shall be entertained.
- 4) The consultant, except with prior approval of the department shall not sublet the study or any part thereof.
- 5) In case the consultants, without sound reasons fail to complete the assignments according to the time schedule, the consultants shall pay compensation and damages to the department @0.1% of cost of balance consultancy services per day to a maximum of 10%.
- 6) The consultancy charges shall be inclusive of all costs of topographic survey, subsurface investigations, geophysical surveys and construction materials investigations etc.
- 7) The consultants will provide undertaking to the effect that the key staff would not be employed on the other projects during the currency of this agreement. Any violation will liable the contract for termination.
- 8) If the consultant fails to complete any activity or part of activity the client reserves the right to execute the same at the consultant risk & cost.
- 9) If a project or part of project is dropped due to any reason, man months of the

consultancy key-staff and logistics will be curtailed proportionally.

- 10) Unfeasible site will be replaced through addendum with the same term and condition with same bid cost after approval of the client.

**D. FESIBILITY STUDIES: -**

1. To establish one field office at specified location in consultation with the client in the project area and other at suitable location initially, which shall be shift-able to other desirable location as per need basis in consultation with the client.
2. To carry out Desk study from Topographical data for establishing the site, catchment area and other required parametric data for necessary for arriving at a conclusion on this basis.
3. To carry out the Hydrology study, Geological study, Geo-technical investigation, Topographic survey, Environmental study and Social study required for establishing the feasibility concerns for construction of an artificial dam and to determine its suitability/feasibility at the site under investigation.
4. To collect/evaluate topographic, chemical, biological Drinking water requirement data necessary for planning of the project.
5. To carry out detailed topographic surveys for irrigation and drinking water supply and distribution network at appropriate scales and contour intervals as approved by the government or as directed by the client. Als, to carry out the reservoir area or any other survey for establishing the Reservoir/Pond /Tank capacity estimation, installation of survey monuments along reservoir periphery, drinking water supply distribution network with establishment and fixing of temporary benchmarks according to the standard design and specification of SOP at suitable intervals or as directed by the Engineer / client.
6. To carry out feasibility level Design of artificial Dam and prepare detailed drawings of its different components.
7. Identification and investigation of construction material borrow areas, its suitability for use as specified construction material in the various components of

the project, extent of its available quantity and its transportation leads to the site of use.

8. Drinking water treatment and distribution network study.
9. To carry out the Agronomical study, existing/proposed cropping patterns/ intensities and project benefits and desired measures to enhance produce and productivity.
10. Carry out social study and identify factors & stakeholders influencing the construction of the project, full assessment of social implication of the project, its mitigation measures and cost. To fully highlight the social problems, if any, that may result in stoppage/sabotaging the construction activities in future.
11. To carry out environmental impact studies (Direct & indirect, employment benefits/income, health, sanitation, forestation etc.). Recommend preventive and mitigation measures, if any, for the adverse impacts and propose environmental management plan (EMP).
12. Carry out land acquisition study for identifying the extent, type and cost of the land to be acquired. Identify and prepare report about land-based assets/ property/ infrastructure affected due to the project and prepare Resettlement Action Plan (RAP), resettlement is involved.
13. To work out cost of various components involved in the artificial dam under consideration on the basis of approved standard practices and approved procedures using approved rates such as those from latest MRS, Statistical bulletins etc. and work out Total cost for development of a site into an artificial dam project.
14. To carry out economic & financial analysis for the individual site under study for developing into an artificial dam to find its economic and financial parameters such as Costs, Benefits, EIRR, FIRR, Cost Benefit Ratios, NPV, NPW. etc. etc. and to carry out the sensitivity analysis therefor.
15. If the project is found, at any stage, to have symptoms of less or no potential or is not feasible on any grounds including social, security or technical/ economical, further studies should be stopped on submission of inception report, and if the

site is found potentially favorable for further studies, recommendations for detail design should be clearly made.

16. To prepare inception report in required No. of copies and proceed to the next step after obtaining approval of the client.
17. To prepare draft Feasibility Report in required No. of copies and proceed to the next step after obtaining approval of the client.
18. Preparation of Final Feasibility report in required No. of copies and submit for approval of the client. The Detail Design shall follow once the Feasibility Study Report is approved by the client.
19. To prepare PC1 in required No. of Copies.

## **E. DETAIL DESIGN**

1. To review the feasibility study and identify gaps for filling these gaps in the topographical, geotechnical, geo-physical, hydrological, social, environmental and agronomical study. To confirm or otherwise review the technical, financial environmental and social parameters fixed at the feasibility stage.
2. To carry out the required topographical, geotechnical, geo-physical, hydrological, social, environmental and agronomical investigation for filling the above identified gaps after approval by the client.
3. To Carry out additional detailed topographic survey for the detail design of feasible artificial dam, lift irrigation scheme, drinking water treatment, distribution network as per direction of the Engineer/client.
4. To Carry out detailed design of the project components of artificial dams, lift irrigation schemes, reservoirs, ponds tanks, ground water reservoirs etc. including structures and its features, DWSS distribution network, intake and outlet structures.
5. To determine capital cost, recurrent cost estimate of various components of the project using current schedule of rates or any other approved by Government of Khyber Pakhtunkhwa and workout total cost for development of the site into a public benefit scheme.

6. To carry out economic & financial analysis for the individual site to find its economic and financial parameters such as Costs, Benefits, EIRR, FIRR, Cost Benefit Ratios, NPV, NPW. etc. etc. and to carry out the sensitivity analysis therefor.
7. To Prepare draft design report, specification, tender drawings and bid documents in required No. of copies and after approval by the client, proceed to the next step.
8. To Prepare and submit Final design report, specification, tender drawings and documents in required No. of copies and after approval by the client, proceed to the next step.
9. To Prepare and submit Tender drawings in required No. of copies and after approval by the client, proceed to the next step.
10. To Prepare construction schedule and cash flow.
11. To prepare Draft PC1 in required No. of Copies and after approval by the client, proceed to the next step.
12. To prepare Draft PC1 in required No. of Copies.

**Note:** 1. *Payment to the consultants for the Physical works such as Survey, Geo-technical investigation and other investigations will be made as per actual work done at site on the unit rate quoted by the consultants while other payments shall be made in accordance with the Schedule of Payments contained in the ToRs.*

2. *The small-Scale site studies having lesser CCA shall be clubbed in such a way as to form an aggregated CCA of not less than 500 Acres in which case it shall be considered as **ONE Site Study**.*

#### **F. LIFT IRRIGATION SCHEME SPECIFIC REQUIREMENTS/TORS**

The basic concept of the scheme is lifting of water from major rivers and its tributaries like Indus River etc. and delivering to the agricultural lands at the elevated land. The scheme may involve a single/multiple stage lifting of water from an artificial reservoir based near River or its tributaries bank, drawing water therefrom and delivering it to the elevated agricultural lands. With this in mind:

1. Carry out initial or additional surveys and critically review previous studies, if any, to improve the existing database.

2. To carryout topographic survey of the command area, alignment and mark alignment of proposed canals /channels on site by making burgees.
3. To measure the command area viz GCA & CCA and prepare drawing/site plan.
4. To prepare Design drawings of the proposed canal along with relevant designed hydraulic data.
5. To carry out hydraulic study of the source with reference to crop water requirements, crop calendar, base period, effective rainfall, transmission losses, land terrain and work out the amount of water to be lifted.
6. To carry out the soil study for ascertaining the nature and texture of soil, its porosity, water retention ability, its appropriateness for agriculture purposes, duty assessment, cropping pattern best suited to the soil and area & geological features.
7. To carry out geotechnical or geo-physical investigation i/c any other investigation study if required.
8. To prepare drawings of all structures along the alignment i/c diversion arrangement as per requirements of the client.
9. To study the mode of distribution of irrigation water for the schemes including in the scope of work of the project.
10. To carry out System design for lift irrigation system most suited to the topography of the area and that of irrigation canals its affiliated structures including pump house, rising main, tunnel (if any), command area development.
11. To evaluate pump capacities based on discharge and required head and obtain estimate from reputable pump manufacturers.
12. To estimate power requirement and source for pumps either by solar or existing WAPDA line.
13. To carry out construction material investigation, identification of material quarries, its suitability, its quantity for use in the scheme/project.
14. To assess social implication study and identify social problems likely to affect execution of the project, and to carryout environmental impact studies, environmental management plan (EMP)/Resettlement Action Plan etc..

15. To carry out agronomical study and work out the project benefits and inputs involved.
16. To determine capital cost, recurrent cost estimate of various components of the project using current Market Rate Analysis (MRS) of Khyber Pakhtunkhwa Province.
17. To conduct economic and financial analysis of the project. Assess NPW & economic indicators (B/C Ratio and FIRR & EIRR) including sensitivity analysis.
18. To prepare a time phased program for the construction and commissioning of the project including funding requirements.
19. To assess managerial and staffing implications during the construction and recurrent operational charges for all the components of the project with indication of Government agency in charge along with assessment of the employment opportunities during construction phase and after the project completion.
20. To prepare and submit digitized mapping of the channel components/command etc. both in soft and hard forms.
21. To prepare detailed design of the project.
22. To prepare draft feasibility/ detailed design report.
23. To prepare final feasibility/ detailed design report of the project.
24. To prepare PC-1 Proforma of the sub scheme included the project.
25. Monthly Progress Reports.

## **REPORTING AND DOCUMENTATION**

Five copies of all reports shall be submitted by the consultants except for monthly progress reports which shall be submitted in 10 copies and Final PC1s which shall be submitted in as many copies as are required by the approving forum.

**ANNEXURE-II**

## **EVALUATION CRITERIA**



## TECHNICAL AND FINANCIAL WEIGHTAGE

The Technical and Financial Weightage would be 80:20

## KEY PERSONNEL TO BE EVALUATED

The following Key Personnel of the firms shall be evaluated for the qualification and experience etc. during the evaluation process;

Key Staff	
1	Project Manager/Water Resource Engineer.
2	Hydrologist
3	Hydraulic Engineer
4	Geologist
5	Geotechnical Engineer

## EVALUATION CRITERIA OF PROPOSALS

Proposals of consultancy firms will be evaluated according to the government approved criteria. broadly it shall be as under

S.No	Description	Maximum Marks
A	Qualification & experience of technical key personnel	50
B	Experience of firm	30
C	Work Plan/Manning schedule & methodology	20
	Total	100

### Note:

- Required Passing marks in each category will be 50% and over all passing marks required shall be 70%
- Any mis- statement or false information provided in the technical or financial proposal will render the proposal as non-responsive and shall make the firm liable for punitive action under the relevant rules.

## Qualification & Experience of Key Personnel (Marking criteria of Key Personnel)

.No	Description	Marks	Criteria
1	Qualification	20	B.Sc. Eng. or M.Sc. (16 Years Education =80%, MS or M.Phil.=90%, Ph.D.=100%
2	Languages	03	Pashto=1 (R W S) Urdu=1 (R W S) English=1 (R W S)

<b>3</b>	<b>Experience</b>	<b>30</b>	
i	General Experience	8	Experience after completion of 16 years education (8 Marks for 20 years of general experience, 4 Marks for 10 years while zero marks for less than 10 years of experience. Proportionate marks for experience b/w 20 & 10 years.)
ii	Relevant Experience	8	Experience of relevant discipline (8 Marks for 15 years of experience, 4 Marks for 10 years while zero marks for less than 4 years of experience. Proportionate marks for experience b/w 20 & 10 years.)
iii	Similar Projects	8	Each project of (Small dam plus irrigation system) or (Lift plus Irrigation system) shall secure one mark. To qualify, a Key Person should at least have one project of LIS and three projects of Small Dams plus irrigation system, otherwise zero marks. Zero marks for less than 4 (Small dam plus irrigation system & LIS) of experience.
4	Experience of Local Environment	03	Khyber Pakhtunkhwa at least 3 years =01 marks otherwise zero Pakistan at least 8 years =02 marks otherwise zero
	<b>Total</b>	<b>50</b>	

iii. This proforma must be available on top of each CV in addition to the information to be provided as per standard format, otherwise will not be considered.

1	2	3	4	5	6		
S#	Position	Proposed Personnel	Qualification	Knowledge of Languages	Experience		
					General	Relevant	Similar Projects
7	8	9					
Working Environment/ Location	Cell No	Duration with firm					

Note.

The proposals must contain salary details, last Degree, PEC registration certificates of the key staff

The Personnel & owner of the firm must sign each CV in Original.

Personnel above the age of 70 will not be eligible.

**EXPERIENCE OF FIRM** (Marking criteria of Experience of the Firms)

S.No	Description	Maximum Marks
1	Relevant/Specific Experience of Firm (Completed or in progress Feasibility & Detail Design of Dam Projects for a CCA of not less than 500 Acres each in last 5 years with individual consultancy cost of Rs. 20.0 million or above) completed / on-going	(18) 5 (FS&DD) projects shall carry 18 marks, 4 (FS&DD) projects shall carry 15 marks, 3 (FS&DD) projects shall carry 9 marks, while less than 3 FS&DD shall carry no marks
2	General Experience of Firm (Lift Irrigation Schemes, Head Works, Irrigation Canals, Diversion Structures other than flood protection works having individual consultancy worth of Rs. 25 Million or more for each completed / ongoing in last 5 Years)	(12) 5 Projects shall carry 12 marks, 4 Projects shall carry 8 marks, 3 Projects shall carry 6 marks, while less than 3 projects shall carry no marks

**Note**

- FS&DD of more than one project as a package, shall be considered as one individual study.
- FS of one (or more projects as a package) shall not be clubbed together with DD of one (or more projects as a package) to form a study project.
- Award & completion documents must be available in support of projects claimed as experience.
- Below proforma must be attached for any projects of S. No 1& 2 above in addition to standard format.

1	2	3	4	5	6	7
S#	Name of Project	Location with Province & Country	Client	Address, Phone & Fax No of Client	Handled as: • Single Firm/ • Lead Firm/ : • Joint Venture Partner	Cost of Project
8	9	10		11		
Cost of Services	Scope of services Feasibility Detailed design	Scope of Work				

**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 engineers 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) Bylaws 1986 & registered with Khyber Pakhtunkhwa Revenue Authority.

**PROJECT DURATION:**      **Fifteen Months**

### **TYPE OF CONTRACT**

The Contract shall be made on Lump Sum Basis.

### **MODE OF PAYMENT:**

The mode of payment is tentative and is not to be considered as the cost of any activity but is a typical mechanism of progressive payment for the facilitation of consultant. The final mode of payment shall become part and parcel of the contract agreement after the contract is negotiated and approved by the Client/Employer. Gap may occur during the execution of two stages.

## **Sequence of Study and Mode of Payment**

Tentative Time span given in days (counted from the date of signing of Contract agreement) for the various activities/deliverables required to be performed by the consultants is given below and %age payment against each deliverable.

<b>S.No</b>	<b>Description</b>	<b>Target time (days)</b>	<b>%age</b>
<b>A</b>	<b><u>Total Cost less Physical Works Cost</u></b>		
1	Establishment of the office	15	10
2	Inception Report	45	10
3	Feasibility Report of LIS	45	2
4	Detail Design of LIS	75	3
	PC1 and Bidding Documents for LIS	90	5

5	Submission of draft feasibility report for all sites	225	15
6	Submission of final feasibility report and draft PC-I all sites	270	10
7	Submission of additional study and investigation report for all sites	330	15
8	Submission of draft design report, draft construction Drawing, draft tender documents and specification for all sites	405	15
9	Submission of final detail design report, construction Drawing, tender documents, specification documents for all sites	435	10
10	Submission of final PC-I in required number for all sites	450	5
<b>B</b>	<b><u>Physical Works Cost (Approved quoted bid Cost)</u></b>		
11	Completion of Topographic Survey and submission of survey report for all sites	90	`100%
12	Completion of Geo-technical Investigation, Geophysical of all sites and Geo-technical Report	120	`100%
13	Submission of EIA/IEE report and NOC of EPA KP for all sites	120	`100%

**Note:**

1. A total of 5 sets of all deliverables will be submitted by the consultants along with any additional if required by the client. They will also prepare the presentation both in soft and hard form as required by the client.
2. Intellectual property rights related to the deliverables. The project work and all associated information are the property of the client, and it should not be shared with anyone outside the organization without prior approval.

## **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, man-month inputs for which are indicated above. The key personnel should possess the qualifications and experience as indicated against each position.

### **Project Manager/Team Leader**

- Should have at least a bachelor's degree in civil engineering from a recognized university. Additional qualification will carry extra marks
- Should be able to lead the team of consultations and assist Small Dams Organization in timely completion of the services with quality output.
- Overall experience should be 20-years with 10-years in design related activities and 05-years as Team Leader for the Projects.

### **Hydrologist**

- Should have Master degree in Hydrology/WRE from recognized university.
- Post Master qualification in related discipline will be given additional weight age.
- He should have at least overall experience of 15-years with 05 years' experience in exposure to the related activities.

### **Mechanical Engineer**

- Should have Master degree in Mechanical from recognized university.
- Post Master qualification in related discipline will be given additional weight age.
- Should have at least overall experience of 15-years with 05-years' experience in exposure to the design related activities.

### **Dam Specialist**

- Should have Master degree in Dam Engineering/WRE from recognized university.
- Post Master qualification in related discipline will be given additional weight age.
- He should have at least overall experience of 15-years with 05-years' experience in exposure to the design related activities.

### **Hydraulics Engineer**

- Should have Master degree in Hydraulics from recognized university.
- Post Master qualification in related discipline will be given additional weight age.
- Should have at least overall experience of 15-years with 04-years' experience in exposure to the design related activities.

### **Geo-tech Engineer**

- He should have Master in Geo-tech Engineering from recognized university.
- Post Master qualification in related discipline will be given additional weight age.
- Should have at least overall experience of 15-years with 05-years' experience in exposure to the design related activities.

### **Geologist**

- Should have Master/M. Phil degree in Geology from recognized university.
- Post Master qualification in related discipline will be given additional weight age.
- Should have at least overall experience of 15-years with 5-years' experience in exposure to the related activities.

### **Economist**

- Should have Master/M. Phil degree in Economics or equivalent qualification in the field from recognized university.
- Post Master qualification in related discipline will be given additional weight age.
- Should have at least overall experience of 15-years with 05-years' experience in exposure to the related activities.

### **Environmental Engineer/Environmentalist**

- Should have Master degree in Environmental Engineering/ Environmental Sciences from recognized university.
- Post Master qualification in related discipline will be given additional weight age.
- Should have at least overall experience of 15-years with 05-years' experience in exposure to the related activities.

**Sociologist**

- Should have Master degree in Sociology or equivalent qualification in the field from recognized university.
- Post Master qualification in related discipline will be given additional weight age.
- Should have at least overall experience of 15-years with 05-years' experience to exposure to the related activities.

**Principal Survey Engineer**

- Should have at least a B.Sc. degree in Civil Engineering from a recognized university.
- Should have at least 15-years with 05-years' experience in exposure to the related projects.



**PROFESSIONALS/ KEY PERSONNELS REQUIRMENTS**

S.No.	Name of Staff	Man Months	Monthly Billing Rate (PKR)	Amount (PKR)
<b>A. Key Staff</b>				
1	Project Manager/Water Resource Engineer.	15.00		
2	Hydrologist	17.00		
3	Hydraulic Engineer	10.00		
4	Geologist	13.50		
5	Geotechnical Engineer	14.00		
<b>B- Non-Key Staff</b>				
1	Junior Engineers	80		
2	Economist	9		
3	Mechanical Engineer	7		
4	Sociologist	14		
5	Environmentalist	14		
6	Principle Surveyor /QS	14		
7	Auto cad Operator	60		
8	Computer Operator	40		
9	Peon Chowkidar (02 No)	40		
10	Driver (02 No)	36		
<b>Sub Total (Remunerations)</b>				
<b>A. Project Manager Office</b>				
1	Furnished Office Accommodation	15.00		
2	Electricity, Water & Gas Charges	15.00		
3	Office Supplies & Stationary	15.00		

4	Fax, Postage, Courier & Telephone Charges	15.00		
5	Transport Including running & Maintenance of vehicle	60.00		
<b>B. Project Field Office</b>				
6	Furnishing Office & Camp Accommodation	12.00		
7	Electricity, Water & Gas Charges	12.00		
8	Running & Maintenance of Office & Office equipment	12.00		
9	Office Supplies & Stationary	12.00		
10	Fax, Postage, Courier & Telephone Charges	12.00		
<b>iii. Physical</b>				
11	Topographic/ Contour Survey (For project Sites)	9000 Acres		
12	EPA Clearance Fees	LS		
13	Geotechnical Investigation	As per attached BOQ		
14	Lab Testing Construction material studies	As per attached BOQ		

**I. DETAIL FOR (GEO-TECHNICAL INVESTIGATION)**

**1. DRILLING**

Core drilling in all kind sub-surface formation, vertical and angle hole (at five locations).

- a. Abutments & Nullah Bed = 05 holes
- b. Spillway fall = 3 holes (crest, fall & exit)
- c. Upstream of main Dam axis in Nullah bed (300–500-meter u/s of the main center line of dam body.

**NOTE:**

All the bore holes shall be selected in consultation with the Engineer for the project.  
All kind of drilling activities/sub-surface investigations should be supervised by an experienced Geologist.

**DRILLING MACHINE**

Straight rotary rig (Portable)

**HOLE DIA**

N-Q size (76 mm inner dia)

**CASING**

Drilling through casing in overburden materials, using casing shoe bit (101 mm inner dia)

**DRILLING DEPTH**

- a. Both Abutments: - Height of dam.
- b. Nullah bed: - Up to top bed rock +5 meter penetration in bed rock or equal to Dam Height or at least 1-1/2 times the base width of Dam.
- c. Spillway: - At least 5 Meter penetration in bed rock.
- d. U/s of Dam body: At least 20 meter deep & if rock encountered at shallow depth then 6 meter penetration in bed rock.

## **DRILLING FLUID**

Plain water is allowed whereas bentonite is not allowed as a drilling fluid however cement can be used as per site condition and as per instructions by the client.

## **FIELD TEST**

- (a) At constant head (03-meters interval depth)
- (b) At falling head (03-meters interval depth)

## **Calculation of K Values**

- ii. Water pressure test/LUGEON test at 03-meters interval.
- iii. Collection of UDS by Shelby/Denison/Pitcher sampler.
- iv. Standard penetration tests SPT using split spoon sampler.
- v. Assessment of %age core recovery.
- vi. RQD assessment.
- vii. Water samples collection.
- viii. Preservation of core samples in core boxes.
- ix. Preservation of soil samples in plastic jars.
- x. SPT, CPT or Denison test as per encountered sub-surface formation at 1-1.5 meters interval depth or as directed by the site Engineer/Geologist.

Preservation of rock core samples in core boxes, labeling packing and storage along with transportation of core boxes to core shed as directed by Engineer.

Transportation of selected rock core samples for testing to CMTL Laboratory WAPDA Lahore for the required test.

Taking of water samples from the bore hole and transportation to CMTL Laboratory WAPDA Lahore for chemical analysis.

Installation of 3-inch dia PVC pipe in line the drilled hole as a piezometer and or sounding

purpose .

Excavation of test pits at 4-locations 6×6 feet up to maximum 15-feet deep below ground level or up to the bed rock/ground water, including back filling of pits to original ground level.

Collection of composite bulk samples from test pits including their labeling, packing, storage and transportation to testing Lab, CMTL, WAPDA Lahore.

Excavation of trenches 3-5 feet/up to bed rock and 10-feet long including back filling of the trenches to original ground condition.

Collection of disturbed samples from trenches including their labeling, packing, storage and transportation to testing lab, CMTL, WAPDA Lahore.

Providing photographs of core and core boxes.

GEOTECHNICAL INVESTIGATION (BILL OF QUANTITIES)					
Sr.No	Description	Unit	Qty.	Rate (Rs)	Amount
<b>A</b>	<b>FIELD INVESTIGATION</b>				
A1	Mobilization and demobilization of drilling reg / geo-tech investigation machinery.	Per Job	10		
A2	Drilling in soil / overburden through percussion boring with minimum bore dia of 12 inches (0-30m)	M	400		
A3	Drilling in soil / overburden through Straight rotary with minimum bore dia of 4 inches (0-30m)	M	400		
A4	Core Drilling in Rock with minimum of NX dia including preservation of core in core boxes and back filling of boreholes.				
	a) From 0 to 30m of depth	M	600		
	b) From 31 to 60m of depth	M			
	c) From 61 to 120m of depth	.M			
A5	Inclined Core Drilling in overburden / Rock with required bore dia at any angle.	M	100		

A6	Collection of Rock Core samples from drill holes including their waxing, labeling, packing, storage & transportation to an approved laboratory	No	180		
A7	Performance of Standard Penetration Tests (SPTs) in boreholes along with collection of SPT samples at 1 m interval in general, or as transportation to an approved testing laboratory.	No	140		
A8	Collection of Undisturbed Samples (UDS) from boreholes, including their labeling, packing, storage & transportation to an approved laboratory.	No	50		
A9	Performance of Permeability tests in boreholes.	No	50		
A10	Performance of Water pressure tests with 3 to 5 m column in drilled holes	No	200		
A11	Excavation of test pits up to 3.0 m depth below ground level including back filling of pits to original condition.	M	250		
A12	Performance of in situ density tests in test pits by sand replacement method including sampling for moisture content determination, their labeling, packing, storage & transportation to an approved laboratory.	No	80		
A13	Collection of Undisturbed Samples (Block Samples) from test pits, including their labeling, packing, storage & transportation to an approved laboratory.	No	50		
A14	Collection of composite bulk samples from test pits including their labeling, packing, storage & transportation to an approved laboratory.	No	150		
A15	Installation and development of Piezometers in drilled holes.	No	50		
	Sub-Total A				

## J. LABORATORY TESTING CONSTRUCTION MATERIAL STUDIES

S.NO	DESCRIPTION	QTY (Nos)	Rate (Rs)	Amount
1	Sieve Analysis/Gradation of coarse & fine Aggregates	150		
2	Flakiness and Elongation Index	80		
3	Atterberg Limits (LL, PL, PI)	80		
4	Specific Gravity wet and dry	60		
5	Sodium sulphate soundness test	60		
6	Los Angeles Abrasion Test (Coarse Aggregate)	60		
7	Un- confined compression and direct shear tests of clay samples	60		
8	Crushing Strength of rock and rip rap some samples	50		
9	Direct shear (rock and soil)	60		
10	Swell potential of soil samples	60		
11	Uniaxial Compressive strength test with Modulus of Elasticity	60		
12	Water Absorption test of coarse and fine aggregates	40		
13	Alkali Silica Reaction tests	40		
14	Organic impurity test	40		
15	Complete chemical analysis of water sample i/c TDC, Cl, SO4 ad pH	40		
16	Coefficient of permeability	40		
17	Abrasion test	40		
	Sub Total			

## LABORATORY TESTING CONSTRUCTION MATERIAL STUDIES

S.NO	DESCRIPTION		QTY	Rate (Rs)	Amount
1	Grain Size Analysis		80		
2	Hydrometer Analysis		80		
3	Atterberg Limits (LL, PL, PI)		50		
4	NMC		60		
5	Un- confined compression test	Dry condition	60		
		Saturated condition	60		
6	Unconsolidated Un-drained Triaxial Test (UU)		40		
7	Consolidated Un-drained Test (CU)		40		
8	Consolidation Characteristics		40		
9	Swell Potential of Dam Core Materials		40		
10	Standard Proctor Compaction		40		
11	Modified Proctor Compaction		40		
12	Geo physical survey (refraction survey) parallel to Dam axis & at least 2 cross section at the valley floor perpendicular to Dam axis (300-500 meter in depth)		10		
13	Providing photographs of core & core boxes.		10		
	Sub Total				



## **Section 6 – Form of Contract**

## 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:

$$RI = RIo \times \frac{I}{I_o}$$

where *RI* is the adjusted remuneration, *RIo* is the remuneration Payable on the basis of the rates set forth in Annex C for Payable remuneration, *I* is the official rate of inflation for the first month for which the adjustment is to have effect and, *I<sub>o</sub>* 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.

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|--|---|
| <b>9. Consultant<br/>Not to be<br/>Engaged in<br/>Certain<br/>Activities</b> | 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. |
| <b>10. Insurance</b>   | The Consultant will be responsible for taking out any appropriate insurance coverage for their Personnel and equipment's.   |
| <b>11. Assignment</b>  | The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PE's prior written consent.   |
| <b>12. Law<br/>Governing<br/>Contract and<br/>Language</b>                   | 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.  |
| <b>13. Dispute<br/>Resolution</b>  | 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

Signed  
by

Signed  
by

Title:

Title:

- 1 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).

## **LIST OF PROPOSED SITES**