

**GOVERNMENT OF KHYBER PAKHTUNKHWA
IRRIGATION DEPARTMENT**



TORs/Guidelines for submission of Proposal

For

**Design Review and Construction Supervision of ADP
No. 2260 (200239) Improvement / Rehabilitation of
Kachkot Canal System in Bannu and Lakki Marwat.**

Issued to M/S

EXECUTIVE ENGINEER BANNU CANAL DIVISION BANNU

TORS & Guide Lines for ADP No. 2260 (200239) Improvement / Rehabilitation of Kachkot Canal System in Bannu and Lakki Marwat.

| S.No. | Name of Project | E/Cost | Co-ordinate | |
|-------|--|----------------|--------------------------|--------------------------|
| | ADP No. 2260 (200239) Improvement / Rehabilitation of Kachkot Canal System in Bannu and Lakki Marwat. | | | |
| | Sub Works:- | | Start | End |
| (i) | Improvement / Rehabilitation of Kachkot Canal system at RD 00 to Mandan Park in Distt: Bannu | Rs.375.00 (M) | 33.018455 70.569648 | 32.934957 70.615128 |
| (ii) | Improvement / Rehabilitation of Kachkot Canal System from Zalim Ghandi to RD 83000 in reaches. | Rs.300.00 (M) | 32.934957 70.615128 | 32.8283149 70.7216470 |
| (iii) | Improvement / Rehabilitation of Kachkot Canal System from Amiran Ghandi to tail in reaches. | Rs.202.95 (M) | 32.8283149 70.7216470 | 32.759836 70.808014 |
| (iv) | Improvement / Rehabilitation of vial Baran with branches. | Rs. 376.00 (M) | 32.9336365 70.6188451 | 32.9578975 70.6982236 |
| (v) | Improvement / Rehabilitation of vial Khujarhi/Nar Jafr with branches in Distt: Bannu | Rs.185.00 (M) | 32.5515765 70.3728 | 32.512309 70.4358 |

**TERMS OF REFERENCE
(T.O.R)**

A. GENERAL INSTRUCTIONS REGARDING SUBMISSION OF PROPOSALS

1. Financial Proposals for design review/ construction and supervision of Kachkot Canal System in Bannu Canal Division Bannu are required to be submitted in proper book (bind form) ring & spiral binding is not acceptable. All pages should be numbered.
2. Security deposit and income tax will be deducted as per prevailing Govt: Rules.
3. Any observations on the TOR should be brought into the notice of Client/Employer in writing before submission of the proposals. No objection will be entertained after submission of the financial proposals.
4. The financial proposals will be opened in presence of bidding Consultants/Firms or their representative (one person) who cares to be present on the indicated dates.
5. The contract will be governed by the laws and regulation of the Government of Khyber Pakhtunkhwa.
6. Consultants shall be responsible for payment of all taxes in respect of personnel and assets with no liability to the Client/Employer.
7. Any mis-statement, false information provided in the financial proposal will render the proposal as **non responsive** and shall make the Firm liable for punitive action including **debarring** from future participation in procurements in Irrigation Department Khyber Pakhtunkhwa, or even **Blacklisting**.
8. The Consultants shall quote the cost in lump sum.
9. The consultants shall estimate, supervise and verify the construction activities throughout the execution of the work, and provide necessary certification to the effect that the respective portion of the work has been carried out according to the approved design parameters and specifications.
10. The consultants shall carry out and maintain the measurement of the construction activities according to the contract agreement for checking by the executing agency.
11. The consultants shall established a close liaison with the executing agency and inform the department, in advance, to any anticipated event which may hamper the progress of the work or may enhance the scope of work.
12. On satisfactory performance of the services/part services, the payment to consultant shall be made as whole, part or pro rata ratio as provided under mode of payment of the contract.
In case of incomplete assignment the payment will depend on the relevant merit of condition in the contract.
13. Mode of payment will be governed by the Contract Agreement.

B. CONDITIONS FOR CONSULTANCY SERVICE:

1. The consultant shall establish Project Manager Office for the Project at Bannu.
2. All desk work for **Supervision Works** shall be carried out in the Project Manager's Office at Bannu.
3. Consultant shall also attend meetings, visit sites and shall also make presentation if so directed by the Department for consultative forums etc for which TA/DA, boarding, lodging and claim for incidental charge etc, shall not be entertained.
4. The consultants shall not, without prior approval of Client/Employer, sublet the Consultancy Services or any part thereof, to any other agency.
5. In case the consultants, without any sound reasons, failed to complete the whole/part of assignment according to the agreed schedule; the consultants shall be charged 1% of the respective work order per day upto a maximum of 10% as deemed appropriate by the client.
6. The Client/Employer reserves the right for any addition, alteration or amendment in the TOR of the project.
7. The consultant's key staff shall not be engaged on other works during implementation of the work.
8. Any balance activity left incomplete by the consultant would be executed by the client on the risk and cost of the consultant. The consultant while offering bid shall Annex all the detail and break up of cost and certify that the key personnel will be available full time for the main-months indicated.
9. The employer reserve the rights to remove any key personnel or supporting staff without giving any reason and it would be binding on the Consultant/Firm to provide appropriate replacement.
10. In case of joint venture, correspondence will only be made with the lead Firm and with Project Manager, who will be responsible for all the obligations covered in the contract.
11. In case of joint venture, payment will be made in the name of joint venture or as agreed between the Firm and the Client in writing.
12. In case of default of the consultant in carrying out any activity within schedule time, the employer shall be entitled to employ and pay other person to carry out the same task. The employer may deduct the expenditure incurred on the activity due upon the consultants after notification by the Engineer with the approval of the Client/Employer.
13. No activity shall be commenced without the approval of the competent authority/Client.
14. The agreement will be effective from the date of issue of letter of proceed to the Consultant for the respective stage by the Client.

15. The consultant shall assist the concerned field formation of the Department during field visits.
16. All the vehicles, accessories and furniture procured by the Consultant shall be handed over to the Irrigation Department (Bannu Canal Division Bannu) on completion of the assignment.

C. TERMS OF REFERENCE (TOR'S)

1. Carrying survey at an interval of 1000 ft of Kachkot Canal and its branches for execution in Bannu Canal Division. (Detail of Canals and structures to be executed under this scheme are provided as Annex-I).
2. Recommending the critical reaches of canals to be rehabilitated within available funds, if additional funds could not be arranged.
3. Prepare and submission of cross sectional drawings of the Kachkot Canal and its branches.
4. Preparation of Project cost estimates for the rehabilitation works.
5. Periodic review of drawings in accordance with latest site situation and requirements as proposed by consultants or client from time to time.
6. Revision of PC-I due to cost overruns, change in design approach with time or change in physical scope of work.
7. Review and approval of desiltation schedule submitted by contractor.
8. Supervision of rehabilitation of Kachkot Canal in the capacity of representative of the Client to ensure that execution/ construction activities of all components (Canals, Minors, Siphons, Conduits, Bridges and Aqueducts) are satisfactorily carried out. In case of any variation, a detail report duly supported with documents shall be submitted to the Client/Employer of the project for final decision.
9. Coordination between contractor and employer to implement the project in accordance with the contract agreement.
10. Provision of adequate technical assistance, consultation and advice to the Client/Employer in matters that crop up during execution, may include redesigning and connected issues.
11. Preparation and submit Monthly Progress Report to the Client/Employer.
12. Participation and Coordination in progress meeting at site and in Regional or Divisional Office or any other place and presentation on project as and when required.
13. Furnishing "Detail Cost Estimate" and making periodic updating of the cost of project along with reasons for increase/decrease of cost of individual items.
14. The consultants shall certify Interim Payment Certificates (IPC's) and recommend it for payment after

detail verification of quantity and quality of work done at site.

15. Providing adequate consultation and advice to the employer on contractual issues/corrigendum(s).
16. Initiation and issuance of variation order after approval of employer.
17. To assist, if required, the client in the court of law in case of litigation by the contractor or stakeholder.

D. REPORTING AND DOCUMENTATION:

- i. Preparation and submission of Inception Report (5 copies).
- ii. Preparation of regular monthly progress report (05 copies).
- iii. Preparation of Detail estimate for Technical Sanction (10 copies).
- iv. Preparation of variation order for approval by the client.
- v. Preparation of PC-IV for the project in (10 copies).
- vi. Preparation of draft revised PC-I Proforma in (05 copies) and final revised PC-I Proforma in required numbers as directed by the client.
- vii. Submission of certified IPC prepared by the contractors for approval and payment by the client.

TORS & GUID LINES FOR DESIGN REVIEW AND CONSTRUCTION SUPERVISION OF ADP NO. 2260 (200239) IMPROVEMENT / REHABILITATION OF KACHKOT CANAL SYSTEM IN BANNU AND LAKKI MARWAT.

| S.No. | Description | Maximum Marks |
|-------|---|---------------|
| A | Qualification & Experience of Technical Key Personnel | 50 |
| B | Experience of firm in undertaking Projects of Construction of Canal Lining, Concrete works, Road Works, Bridges etc: of similar nature & complexity | 30 |
| C | Works Plan/Manning Schedule & Methodology | 20 |
| | Total:- | 100 |

Note.

- Each page of the proposal must be numbered, sealed & signed by the owner of firm.
- Passing marks in each category will be 60%.
- Proposals must be staple binding. Ring binding will not be accepted.
- Client reserves the right to make any change in TORs & marking criteria which is commonly applicable to all proposals.
- Any observation / clarification required should be brought in notice of the Client/Employer before submission of the proposal during clarification meeting.
- Proposals shall be submitted in two copies (Marked as Original & Copy)
- Any mis-statement or false information provided in the technical or financial proposal will render the Proposal as non-responsive and shall lead the Firm liable for punitive action under the relevant rules.

A. Qualification & Experience of Technical Key Personnel.

ii. Marking criteria of Personal

| S.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 | 05 | Pashto = 2 (R W S) Urdu = 1.5 (R W S) English = 1.5 (R W S) |
| 3 | Experience | 30 | |
| | General Experience | 7.5 | Experience after completion of 16 Years Education (15 Years of general experience will carry full marks) |
| | Relevant Experience | 15 | Experience of particular discipline (10 Years of General experience will carry full marks) |
| | Similar (Construction of Canal Lining, Concrete works, Road Works, Bridges etc: | 7.5 | Full marks for 10 Projects |
| 4 | Experience of Local Environment | 05 | Khyber Pakhtunkhwa = 03 Other Provinces/GB & AJK = 02 |
| | Total:- | 60 | Will be adjusted to 50 |

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.

TORS & GUIDE LINES

| 1 | 2 | 3 | 4 | 5 | 6 | | |
|-------------------------------|----------|--------------------|---------------|------------------------|------------|----------|-------|
| S.No | Position | Proposed Personal | Qualification | Knowledge of Languages | Experience | | |
| | | | | | General | Relevant | Canal |
| 7 | 8 | 9 | | | | | |
| Working Environment /Location | Cell No | Duration with firm | | | | | |

Note

- The proposal 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

B. EXPERIENCE OF FIRM

| S.No | Description | Maximum Marks |
|------|---|--|
| 1 | Relevant / Specific Experience of Firm (Completed/ in work in last 10 years) | 18 Feasibility Study = 25% Marks, Detailed Design = 25% Marks, Procurement = 10% Marks, Construction supervision=40% Marks Total = 100% Marks |
| | General Experience of Firm (Any completed Project of Hydraulic Structures in last 10 Years) | 12 Feasibility Study = 25% Marks, Detailed Design = 25% Marks, Procurement = 10% Marks, Construction supervision=40% Marks Total = 100% Marks |

Note:

- Five (05) Projects in each category will entitle the firm of full marks as per details stated below.
- Consultancy Services of the Projects with cost less than Rs.1000 Million (Construction Cost) will not be considered.
- Award & completion documents must be available in support of projects claimed as experience.

TORS & GUIDE LINES

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|------------------|--|----------------------------------|--------|------------------------------------|--|-----------------|
| S# | Name of Project | Location with Province & Country | Client | Address, Phone & Fax No. of Client | Handled as: <ul style="list-style-type: none"> • Single Firm/: • Lead Firm/: • Joint Venture: Partner | Cost of Project |
| 8 | 9 | 10 | | | | |
| Cost of Services | <ul style="list-style-type: none"> • Scope of services • Feasibility • Detailed design • Procurement • Construction Supervision | Scope of Work | | | | |

A. KEY STAFF

| S.# | Position | No. of Personnel | Man months | Monthly Rate (Rs.) | Amount (Rs.) |
|------------|-----------------------------|-------------------------|-------------------|---------------------------|---------------------|
| 1 | Project Manager/Team Leader | 1 | 36 | | |
| 2 | Assistant Resident Engineer | 1 | 36 | | |
| 3 | Site Engineer/Supervisors | 2 | 66 | | |

Sub Total (A)**B.**

| S.# | Position | No. of Personnel | Man months | Monthly Rate (Rs.) | Amount (Rs.) |
|------------|--------------------------------------|-------------------------|-------------------|---------------------------|---------------------|
| 1 | Quantity Surveyor/CAD Optr. | 1 | 35 | | |
| 2 | Surveyor | 1 | 36 | | |
| 3 | Office Manager/Accountant | 1 | 36 | | |
| 4 | Driver | 2 | 72 | | |
| 5 | Naib Qasids/Office Boy/ Chowkidar | 2 | 72 | | |

Sub Total (B)**Total (A) + (B)**

2. Indirect Cost

a. Machinery and equipment

| S.# | Item Description | Quantity | Unit | Rate (Rs.) | Amount (Rs.) |
|-----|----------------------|----------|------|------------|--------------|
| 1 | Desktop computer | 03 | No. | | |
| 2 | Printer (B&W) Lesser | 02 | No. | | |
| 3 | Photo-state Machine | 01 | No. | | |

Sub Total Equipments

b. Machinery and equipment

| S.# | Item Description | Quantity | Unit | Rate (Rs.) | Amount (Rs.) |
|-----|---------------------------------|----------|------|------------|--------------|
| 1 | Office Table | 3 | No. | | |
| 2 | Office Chair | 3 | No. | | |
| 3 | Visitors Chairs/Sofa Chairs etc | 12 | No. | | |
| 4 | Side rack wooden | 6 | No. | | |
| 5 | Steel Almirah | 3 | No. | | |
| 6 | Computer Table with chair | 2 | No. | | |

Sub Total Furniture's & Fixtures

C. Repairs of Durable Goods

| S.# | Item Description | Quantity | Unit | Rate (Rs.) | Amount (Rs.) |
|-----|---|----------|-------|------------|--------------|
| 1 | Recurring expenses | -- | -- | | |
| 1.a | Telephone with Internet | 36 | Month | | |
| 1.b | Utility charges including Gas, Water and Electricity bills. | 36 | Month | | |

Sub Total

D. Commodities & Services

| S.# | Item Description | Quantity | Unit | Rate (Rs.) | Amount (Rs.) |
|-----|---|----------|-------|------------|--------------|
| 1 | Postage & Telegraph | 36 | Month | | |
| 2 | Office Supplies & Stationeries. | 36 | Month | | |
| 3 | Vehicle (1 Double Cabin + 2 Jimny Jeep) | 3 | No. | | |
| 4 | POL Charges for 3 vehicles. | 36 | Month | | |
| 5 | Rent of office. | 36 | Month | | |

Sub Total

Total (a+b+c+d)

UNDERTAKING:

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

TERMS OF REFERENCE FOR DESIGN REVIEW:

1. Carrying out additional topographic Geodetic, Geophysical surveys (if required and with approval of the client) for the detailed design of canal, appurtenant structures, command area, irrigation system and access road at appropriate scales for construction of the Project.
2. Carrying out additional sub-surface geo-technical investigation (if required and with approval of the client) at Project site and appurtenant structures, CCA and Irrigation network. The investigation will include necessary samples, excavation of test piles, trenches, collection of surface and sub-surface sampling field and laboratory analysis & testing.
3. Carrying out review of the Project components including canal system, road etc.
4. Physical investigation of canal and road etc.