

No. 2837/3-M

Dated Timergara the 26/12/2025.

To,

D/N 1065
Director PMC
Irrig Deptt.
Date 24-12-2025

The Director information
Govt: of Khyber Pakhtunkhwa
Peshawar.

Subject: - NOTICE INVITING REQUEST FOR PROPOSALS (RFP).

Enclosed find herewith 08 (Eight) copies of Notice Inviting Request for Proposals (RFP) in required number for advertisement and publication in at least one National English and one Urdu Daily News Papers with nationwide circulation for one day only

The bill of cost may also be submitted to this office for early payment please.

**Executive Engineer
Dir Irrigation Division
Dir Lower.**

Copy of the above is forwarded to the:-

- 1- Chief Engineer (North) Irrigation Department Peshawar.
- 2- Superintending Engineer Swat Irrigation Circle Swat for information.
- 3- Director (PMC) office of the Secretary to Govt: of Khyber Pakhtunkhwa Irrigation Department Peshawar for information please.
- 4- The Managing Director Govt: of Khyber Pakhtunkhwa Public Procurement Regulatory Authority Khyber House, Opposite Marbella Wedding Hall, Justice Talat Qayyum Road, Canal Road, Warsak Road Peshawar.
- 5- Sub Divisional Officer Irrigation Sub Division Balambat/Dir Upper for information.
- 6- Divisional Accounts Officer (Local)
- 7- Divisional Head Clerk (Local).
- 8- Divisional Head Draftsman Local.

AD web
29-12-25

**Executive Engineer
Dir Irrigation Division
Dir Lower.**

CP
29/12/25
DHT



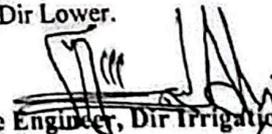
IRRIGATION DEPARTMENT

REQUEST FOR PROPOSAL(RFP)

The Irrigation Department, Government of Khyber Pakhtunkhwa, invites Technical and Financial Proposals from eligible and experienced consulting firms, in accordance with KPPRA Rules 2014 for the following assignment:

S. No	ADP No.	Name of Work/Sub Work	Type of Services required
1.	250203	<p><u>Name of work:-</u> Updation of F/S, Detail Design and Construction of Panjkora Left and Right Bank Canal in Distt: Lower & Upper.</p> <p><u>Name of Sub Work:-</u> Updation of Feasibility Study (F/S) and Detail Design of Panjkora Left and Right Bank Canal in District Lower & Upper Dir (Phase-1).</p>	Consultancy Services.

- i. RFP document including Eligibility criteria, instruction to consultants, Technical and Financial weightage, TORs, instruction to bidders, evaluation criteria and standard forms, may be downloaded from KPPRA Website www.kppra.gov.pk, Irrigation Website www.irrigation.gkp.pk and also from EPADS Website: <http://portal.eprocure.gov.pk>. Additional information may be obtained from the office of the undersigned during working hours.
- ii. Consultants shall submit Technical and Financial Proposals separately, through EPADS, as per KPPRA notification as mandatory for e-bidding. A hard copy in duplicate (both technical and financial in separate sealed envelopes) shall also be submitted to the Office of undersigned.
- iii. Technical and financial proposal shall be opened by the Departmental Committee for Selection of Consultants (DCSC) following prescribed procedures in the presence of authorized representatives of Consultants, who deemed to attend the meeting.
- iv. Deadline for submission of the proposals would be 27-01-2026 at 12.00 PM.
- v. Pre-bid meeting for clarification would be held on 19-01-2026 at 11.00 AM in the office of the Executive Engineer Dir Irrigation Division, Dir Lower.


Executive Engineer, Dir Irrigation Division,
at Balambat, District Dir Lower.
Phone# 0945-9250068
Email address: irrigation2@hotmail.com

**IRRIGATION DEPARTMENT GOVERNMENT OF KHYBER
PAKHTUNKHWA**

BIDDING DOCUMENTS

FOR

PROCUREMENT OF CONSULTANCY SERVICES



**REQUEST FOR PROPOSAL DOCUMENTS
FOR PROCUREMENT OF CONSULTANCY SERVICES**

- Name of work: -** ADP No. 2095/250203-Update of Feasibility Study, Detail Design and Construction of Panjkora Left and Right Bank Canal in District Lower & Upper Dir.
- Sub Works: -** Update of Feasibility Study (F/S) and Detail Design of Panjkora Left and Right Bank Canal in District Lower & Upper Dir Phase-1
- Issued By: -** Executive Engineer Dir Irrigation Division Dir Lower.
Ph# 0945-9250068.

DATE OF RECEIPT OF PROPOSALS 27-01-2026 AT 11.00 AM



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Foreword

This Standard Request for Proposals is applicable to consultant assignments by the procuring entities of Khyber Pakhtunkhwa province whose legal agreement makes reference to the Khyber Pakhtunkhwa Public Procurement Rules, 2014.

Preface

Public Procurement is required to be carried out in the Province in accordance with the provisions laid down in Public Procurement Framework comprising of the KPPRA Act, Rules, Regulations, Guidelines and Instructions issued from time to time.

These Standard Request for Proposal Documents (SRFP) are developed for assisting the procuring entities in preparation of Request for Proposal documents on a standard format. This SRFPs has the status of Regulations in terms of Section 35-A, Section 23 of the KPPRA Act, 2012 read with Rule-33 of the Procurement Rules.

The SRFP consists of general as well as specific provisions to be applicable for the procurement of Consultancy Services. Instruction to Consultants and the Standard General Conditions of Contract. The specific provisions supplement the general provisions and may be amended by the procuring entities in the manner and to the extent prescribed in the respective sections.

This SRFP can be used with different selection methods provided in the Rules. The use of this SRFP is not required for selection of individual consultants, hired under Rule 28 of the Procurement Rules.

This document is a live document, and may be updated based on valuable suggestions of the stakeholders.

Section 1. Letter of Invitation.

This Request for Proposal (RFP) has been addressed to the all the consultants meeting the eligibility criteria provided in this document.”

A firm will be **(selected under Quality and Cost Based Selection (QCBS) method)** and procedures described in this RFP, in accordance with “The KPPRA Act and Procurement Rules”

Section 1- Letter of Invitation

Letter of Invitation

1. Refer letter of invitation as on website and news paper.
3. This Request for Proposal (RFP) has been addressed to all eligible consultants.
4. A firm will be selected under Quality and Cost Based Selection (QCBS) method) and procedures described in this RFP, in accordance with the KPPRA Rules.
5. 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

Please write for any clarification till 8 calendar days before the last date of proposal submission on the following address.

Executive Engineer, Dir Irrigation Division Dir Lower, Irrigation department Ph# 0945-9250068 E/Mail diriirrigation2@ hotmail.com/ PE 's representative]

Section 2. Instructions to Consultants

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

Definitions

- (a) “Procuring Entity (PE)” As defined in Section 2 (q) of the KPPRA Act.
- (b) “Consultant” means a person, a firm, a company or an organization undertaking supply of services;
- (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 pacific 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 exacted results and deliverables of the assignment.

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, Quality and Cost Based Selection (QCBS) as per KPPRA Rules.

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 Irrigation Department 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 Irrigation Department Govt: of KPK 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 Irrigation Department Govt: of KPK may provide facilities and inputs as specified in Data Sheet.

3.1. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Irrigation Department Govt: of Khyber Pakhtunkhwa 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 Irrigation Department Govt: of KPK 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.

4. Fraud and Corruption

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

“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;

Under Rule 44 of KPPR2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized & communicated to the KPPRA.

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 would undertake 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

6.1. If short listing process has been undertaken through REOI, as outlined under Rule 25 and 26 of the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 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.

Section 2. Information to Consultants - Data Sheet
(NA)

6.2 Consultants having valid PEC Registration are eligible. One JV or Association with other consultants is permissible

6. **Eligibility of Sub Consultants**

(NA).

7. **Only One Proposal**

Consultants may only submit one proposal. If a Consultant submits or Participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.

9. **Proposal Validity**

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.

proposals shall be disqualified. Participation of the same Sub Consultant, including individual experts, to more than one proposal is not allowed.

10. **Clarification and Amendment in RFP Documents**

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and Irrigation Department shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal/deadline of submission of proposal. The Irrigation Department shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the Irrigation Department deem it necessary to amend the RFP as a result of a clarification, it shall do so as per procedure under Para 10.2.

10.2 The Irrigation Department Govt: of KPK may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing or standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Irrigation Department 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 expected to examine in detail the documents comprising the RFP. Material deviation (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimated 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.

11.3 In case of a Joint Venture, all Parties shall be jointly and severally liable and shall indicate who will act as

the leader of the joint venture.

11.4 Alternate professional of key staff shall be replaced with prior approval of the PE and only one CV may be submitted for each position initially. If the consultants propose alternate name of the consultant's employee at initial proposal the prior approval of PE will not be required at later state.

12. **Language**

The Proposal as well as all related correspondence exchanged by the Consultants and the Irrigation Department Govt: of KPK 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) Only those consultant/JV Firms who have valid PEC Registration can participate for the assignment,
- (ii). For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet/Documents. The proposal shall, however, be based on the number of professional staff-months after the technical negotiation.
- (iii) It is desirable that the majority of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.
- (iv). Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v). Alternative professional staff shall not be proposed if deem fit, 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 last 10 years' experience on assignments (Section 3B) of a similar nature. Completion certificates provided by the clients are mandatory. For each assignment, the outline should indicate, inter alia, the profiles of staff duration of the assignment, correct amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff or the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 10 years.
- (v) Estimates of the total staff input (professional and support staff needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team number (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).

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

13.3. ~~Section 2. Information to Consultants - Data Sheet~~
The Technical Proposal shall not include any financial information.

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/BOQ (if applicable). If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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 numbered of the original Technical and Financial Proposals and 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. The Financial Proposal must be written in words and figures if any discrepancy arises between them then the cost written in words will govern of prevail.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Irrigation Department no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Irrigation Department after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PE's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

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 Irrigation Department on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Department in the examination, evaluation, ranking of Proposals, and recommendation for award of contract may result in the rejection of the consultants Proposal. Evaluators of Technical Proposal 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/marks system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet. Public opening and evaluation of Financial Proposals (**LCS, QCBS and Fixed Budget Selection Methods only**).

18.2 After the Technical Evaluation is completed, the Department shall notify in writing to Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening

of Financial Proposals . Financial Proposals of those consultants who failed to secure minimum qualifying marks shall be returned un-opened.

18.3 Minimum qualifying marks will be 70%. The Competent Forum may however decide to lower the qualifying marks to 60% if required in any particular case when firm with minimum marks is not available. In case none of the shortlisted firm obtains the desired minimum marks, the Committee may decide to re-advertise.

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/marks of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

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 word will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of quality and cost bases Selection (QCBS) Method, the lowest evaluated financial proposal (FM) will be given the maximum financial score (SF) of 100 points. The financial score (SF) of the other financial proposal will be computed as indicated in the data sheet. Proposal will be ranked according to their combined technical (SF) and financial (SF) scores using the weights (T= the weight given to the technical proposal P= the weight given to the financial proposal $T+P =1$) indicating 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.

20. **Negotiations**

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.

21. **Technical negotiations**

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.

22. **Financial negotiations**

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).

23. **Availability of Professional staff/experts**

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

Section 2. Information to Consultants - Data Sheet

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 will publish on the website of the Authority and on its own website, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its authority website.

24.2 After publishing of award of contract consultant are required to submit a performance security at the

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	<p><u>Name of the Assignment is:</u> ADP No. 2095/250230 Up-dation of feasibility Study, Detail Design and Construction of Panjkora Left and Right Bank Canal in Distt: Lower and Upper Dir.</p> <p><u>Sub Work:-</u> Up-dation of feasibility Study, Detail Design& construction of Panjkora Left and Right Bank Canal in Distt: Lower and Upper Dir</p> <p><u>Name of the PE's Official (S)</u> Irrigation Department through the Executive Engineer Dir Irrigation Dir Lower PH# 0945-9250068,</p>
1.2	<p><u>The method of selection is:</u> QCBS: 80:20 Technical: Financial Weight-age</p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p>
1.4	<p><u>The PE will provide the following inputs and facilities:</u> appropriate facilities as available with the PE.</p>
1.5	<p><u>The Proposal submission address is:</u> Office of the Executive Engineer Dir Irrigation Division Dir Lower Balambat Colony. As per invitation of RFP</p>
1.6	<p>Expected date for commencement of consulting services March/2026 at Dir Irrigation Division Dir Lower.</p>
1.7	<p>Proposals validity is 90 day.</p>
1.8	<p>Clarification may be requested not later than eight days before the proposal submission date of proposals. The address for requesting clarification: n through Executive Engineer Dir Irrigation Dir Lower PH# 0945-9250068, E-Mail dirirrigation2@hotmail.com.</p>
1.9	<p>The Proposals as well as related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English.</p>
2.0	<p>NA</p>
2.1	<p>As given in this RFP</p>
2.2	<p>The format of the Technical Proposal to be submitted is: FTP or STP : As given in section-3.</p>

2.3 (vii)	<i>Training in a specific component of this assignment: NA.</i>
2.4	<p><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 approved Bid</i></p> <ol style="list-style-type: none"> (1) a Per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing.

2.5	Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable: As per applicable rules
2.6	Consultants to state local cost in the national currency.
2.7	Consultant must submit the original and one copy of the technical proposal, and the original of the Financial Proposal (in separate sealed envelopes) in hard to the PE.
2.8	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are below:</p> <p><i>I Similar projects (12 Marks)</i></p> <p>i. Nos. 6</p> <p>ii. Cost = 60 M</p> <p><i>(Similar project means feasibility study, detail design of canals, of weirs, canal portion of hydro power projects, lift irrigation schemes and small dams having allied canal system. 6 project costing 60 million or more will be given full marks and the below shall be proportionally decreased. Less than 2 project will get zero marks. Total marks 6 nos. project = 12 and for cost = 8 marks).</i></p> <p><i>II Adequacy of the proposed methodology and work plan in responsiveness to the Terms of Reference: (30 Marks)</i></p> <p>a) Technical approach and methodology=12 Marks</p> <p>b) Work plan = 8 Marks</p> <p>c) Organization and staffing = 10Marks.</p> <p>Total point = 30 Marks</p> <p>a) Relevance of training program NA</p> <p>b) Training approach and methodology NA</p> <p>c) Qualifications of experts and trainers NA</p>

	<p>III. Key professional staff qualifications and competence for the assignment (As per TORs)</p> <p>a. Project Manager / Team Leader.(12 marks)</p> <ul style="list-style-type: none"> § Should have BSC Civil Engineering Degree from a recognized university with at least 15 years’ experience in irrigation project, having age not more than 63 years. § Should be able to lead the team of consultants and assist the Department in timely completion of the services with good quality of outputs. <p>b. Irrigation/Hydraulics Engineer: (8 marks)</p> <ul style="list-style-type: none"> Ø Should have Master degree in Water Resources Engineering from a recognized university. Ø Should have at least overall experience of 15-years with 8-years’ experience in design related activities. <p>c. Structure Engineer/Design Engineer(8 marks)</p> <ul style="list-style-type: none"> Ø Should have Master degree in Structure Engineering from a recognized university. Ø Should have at least overall experience of 15-years with 8-years’ experience in exposure to the design related activities. <p>d. Geologist/Geo Technical Engineer(8 marks)</p> <ul style="list-style-type: none"> Ø Should have Master degree in geology/Geo Technical Engineering from a recognized university. Ø Should have at least overall experience of 15-years with 10-years’ experience in exposure to the design related activities. <p>e. Environmentalist.(4 marks)</p> <ul style="list-style-type: none"> Ø Should have Master degree in Environmental Engineering from a recognized university. Ø Should have at least overall experience of 15-years with 10-years’ experience in exposure to the design related activities. <p>f. Agricultural Specialist.(5 marks)</p> <ul style="list-style-type: none"> § Should have BSC Agricultural Engineering Degree from a recognized Engineering university with at least 15 years’ experience. § Should have at least 5-years’ experience in similar projects. <p>g. Hydrologist (5 marks)</p> <ul style="list-style-type: none"> § Should have BSC Civil/Agricultural Engineering Degree preferably MSc in water resources from a recognized Engineering university with at least 15 years’ experience with 5 years relevant experience in similar projects.
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	<p>(i) Qualification = 40% marks, Minimum indicated qualification would get 80%, one step higher = 90% & two step higher = 100%</p> <p>(ii) Practical Experience = 60% out of which for relevant experience = 45% And general experience = 15%</p> <p>Total = 50 marks</p>
	<p><u>NON-KEY PERSONEL.</u></p> <p>AS PER TOR.</p>
	<p>Total points for the assignment 100 Marks, Pass/Fail method will be used for qualification. A firm obtaining 70% score shall be qualified. Obtaining 50% marks in each category of experience, methodology and personnel will be mandatory</p>
2.9	<p>The formula for determining the financial score is as following: $FS=100 \times Fm/F$ in which FS is the financial score, Fm is the lowest price and F the price of the proposal under consideration. The weights given to the Technical & Financial Proposal are: T = (80) F = (20)</p>
3.0	<p>Expected date and address for contract negotiation: After the approval of combined evaluation of bids. March 2026 and in office of the Executive Engineer Dir Irrigation Division Balambat colony Timergara Dir lower</p>
3.1	<p>Successful consultant is required to submit Performance Security in the form of Bank Guarantee on Judicial Stamp Paper 5% of the Contract amount.</p>
3.2	<p>Consultants undertake to sign Integrity Pact for the procurement.</p>

Section 3. Technical Proposal - Standard Forms.

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

Form TECH-1 Technical Proposal Submission Form.....

Form TECH-2 Consultant’s Organization and Experience

A. Consultant’s Organization.....

B. Consultant’s Experience.....

Form TECH-3 Comments and suggestions of the Terms of Reference and on Counterpart staff and facilities to be provided by the PE.....

A. On the Terms of Reference.....

B. On Counterpart staff and facilities.....

Form TECH-4, Description of approach Methodology and work plan for performing the assignment.....

Form TECH-5 Team composition and task assignments.....

Form TECH-6, Curriculum Vitae (CV) for proposed Professional staff.....

Form TECH-7, Staffing schedule.....

Form TECH-8 Work Schedule.....

Form TECH-1. Technical Proposal Submission Form

[27/01/2026]

To: *Executive Engineer Dir Irrigation Division Dir Lower*

Dear Sirs:

.....

We, the undersigned, offer to provide the consulting services for [Up-dation of feasibility Study, Detail Design & construction of Panjkora Left and Right Bank Canal in Distt: Lower and Upper Dir (Phase-1).

] in accordance with your Request for Proposal dated [27-01-2026].

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹².

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

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

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

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FormTECH-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

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

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

Firm's Name: _____

FORM TECH-3

Comments and Suggestions on the Terms of Reference and on Counter part Staff and Facilities to be Provided by the PE

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

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

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

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

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

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

Form TECH-5. Team Composition and Task Assignments

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

**Form TECH-6. Curriculum Vitae (CV)
for Proposed Professional Staff**

1. Proposed Position *[only one candidate shall be nominated for each position]*: _____
2. Name of Firm *[Insert name of firm proposing the staff]*: _____
3. Name of Staff *[Insert full name]*: _____
4. _____ Date _____ of _____ Birth:
_____ Nationality: _____
5. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*: _____
6. Membership of Professional Associations: _____
7. Other Training *[Indicate trainings 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

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

13. Certification:

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

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

Full name of authorized representative: _____

Section 3. Technical Proposal - Standard Forms

No	Name of Staff	Staff input (in the form of a bar chart)													Total staff-month input	
		1	2	3	4	5	6	7	8	9	10	11	12	13	Home Field ³	Total
Foreign																
1																
2																
3																
n																
										Subtotal						
Local																
1																
2																
3																
										Subtotal						
										Total						

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

Full time input

Part time input

FORM FIN-1.

FINANCIAL PROPOSAL SUBMISSION FORM

Section 4. Financial Proposal - Standard Forms

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

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

- Form FIN-1 Financial Proposal Submission Form.....
- Form FIN-2 Summary of Cost.....
- Form FIN-3 Breakdown of cost by activity.....
- Form FIN-4 Breakdown of Remuneration.....
- Form FIN-5 Breakdown of reimburses able expenses.....
- Appendix: Financial Negotiation Breakdown of Remuneration Rate.....

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

FINANCIAL PROPOSAL SUBMISSION FOR.

[27/01/2026]

To: [Executive Engineer Dir Irrigation Division Dir Lower]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Up-dation of feasibility Study, Detail Design& construction of Panjkora Left and Right Bank Canal in Distt: Lower and Upper Dir (Phase-1).

in accordance with your Request for Proposal dated [27-01-2026] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures²³].

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' _____

-
- 2 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
 - 3 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 ²		

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

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

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

Section 4 - Financial Proposal - Standard Forms

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

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

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

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

- 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.**

Section 4 - Financial Proposal - Standard Forms

FormFIN-5.Break down of Re-imbursable Expenses¹

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

Group of Activities (Phase):								
N ^o	Description ²	Unit	³ Unit Cost	Quantity	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights	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							
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.**

FormFIN-5.Break down of Reimbursable Eexpenses

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

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

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

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:

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

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

Section 4 - Financial Proposal - Standard Forms

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

(iv) **Overheads**

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

(v) **Fee or Profit**

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

(vi) **Away from Headquarters Allowance or Premium**

Some Consultants Pay allowances to staff working away from headquarters. Such allowances are calculated as a Percentage of salary and shall not draw overheads or profit.

(vii) **Subsistence Allowances**

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

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

2. **Reimbursable expense's**

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. **PE Guarantee**

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

Section 4 - Financial Proposal - Standard Forms

Sample Form

Consulting Firm:
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

- 1. Expressed as Percentage of 1

(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 Charges1	Overhead1	Subtotal	Fee2	Away from Headquarters Allowance	Proposed Fixed Rate Per Working Month/Day/Hour	Proposed Fixed Rate Per Working Month/Day/Hour1
Home Office									
Field									

- 1. Expressed as Percentage of 4

GENERAL CONDITIONS OF CONTRACT

Section 6. Terms of Reference

[outline:

1. Background _____

2. Objective(s) of the Assignment _____

3. Scope of Services, Tasks (Components) and Expected Deliverables

3.1 _____

3.2 *[indicate if downstream work is required]*

3.3 *[indicate if training is a specific component of the assignment]* NA

3.4 ***[Note for procuring entity: the scope of services of the consultant for infrastructure contracts (such as Plant or Works) supervision should be based on the following***

(Modify as appropriate).]:

Ensure that the Contractor delivers its E&S obligations under its contract. This includes, but is not limited to the following:

- (i) review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);*
- (ii) review all other applicable contractor's documents related to ES aspects including the health and safety manual, security management plan and SEA and SH prevention and response action plan;*
- (iii) review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;*
- (iv) undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);*
- (v) undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ES related documentation, as necessary, to confirm the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);*
- (vi) determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations;*

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- (vii) *ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;*
- (viii) *monitor that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;*
- (ix) *review and critique, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;*
- (x) *undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;*
- (xi) *establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH.*

[Include the following additional tasks if the Consultant is being employed for supervision of Works contract:

- (xii) *carry-out the following activities consistent with the Works contract to be supervised including but not limited to the following:*
 - (a) *support the Works employer to organize an SEA/SH conference, ensure appropriate representation in the conference and follow-up of any agreed actions by the attendees;*
 - (b) *monitor contractor's compliance with its SEA/SH Prevention and Response Obligations, and take appropriate contractual actions if non-compliance is identified, including upon identification of potential non-compliance by a dispute board;*
 - (c) *ensure that any allegation of SEA and/or SH that are received by the Consultant are documented, maintaining appropriate confidentiality, and promptly submitted to the Employer and the Contractor;*
 - (d) *prior to its engagement for the Works, verify that, a subcontractor not named in the contract, is qualified in accordance with the provisions of the SEA/ SH performance declaration for sub-contractors;*
 - (e) *provide appropriate support and relevant documents that a dispute board may need in reviewing SEA/SH contractual compliance;*
- (xiii) ***[add any other tasks as appropriate, ensuring consistency with the Consultant's contract conditions and the Contractor's contract].***

4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

5. Reporting Requirements and Time Schedule for Deliverables

[As a minimum, list the following:

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- (a) *format, frequency, and contents of reports;*
- (b) *number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*
- (c) *dates of submission;*
- (d) *persons (indicate names, titles, submission address) to receive them; etc.*

*If the Services consist of or include the **supervision of infrastructure (such as Plant or Works)**, include the following on ES reporting:*

- (e) *Immediately notify the Procuring entity of any failure by the Contractor to comply with its SEA and SH obligations;*
- (f) *Immediately notify the Procuring entity of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring entity's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, The Consultant shall provide full details of such incidents or accidents to the Procuring entity within the timeframe agreed with the Procuring entity;*
- (g) *Immediately inform and share with the Procuring entity notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;*
- (h) *Share with the Procuring entity in a timely manner the Contractor's ES metrics, as required of the Contractor as part of the Progress Reports."*

6. Procuring entity's Input and Counterpart Personnel

(a) *Services, facilities and property to be made available to the Consultant by the Procuring entity: _____ [list/specify]*

(b) *Professional and support counterpart personnel to be assigned by the Procuring entity to the Consultant's team: _____ [list/specify]*

7. Environmental and Social Policy

[Note to Procuring entity: for supervising infrastructure (such as Plant or Works) contracts:

The Procuring entity should attach or refer to the Procuring entity's environmental, social, health and safety policies that will apply to the project. If these are not available, the Procuring entity should use the following guidance in drafting an appropriate policy.

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 person, a firm, a company or an organization undertaking supply of services; “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.
- (d) “Contract Price” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the PE’s country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of Khyber Pakhtunkhwa.
- (i) “Local Currency” means Pak Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (k) “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
- (m) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (n) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (o) “Sub-Consultants” means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.
- (p) “In writing” means communicated in written form with proof of receipt.
- (q) ***“Joint Venture (JV)”** means a consortium or association of more than one Consultants where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.
- (r) ***“Key Expert(s)”** means an individual professional whose skills, qualifications,

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knowledge and experience are critical to the performance of the Services under the Contract and whose CV was taken into account in the technical evaluation of the Consultant's proposal.

- (s) **Key Expert Availability and Replacement Policy:** If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be rejected for further evaluation, and the consultant may be subject to blacklisting and debarment.
- (t) **Conflict among consulting assignments:** a Consultant (including its Experts 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 Procuring Entity.
- (u) **Proposal Validity:** Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PE. To ensure the validity of proposal, it shall contain bid security of 2% of the bid cost.
- (v) **Sub-contracting:** The Consultant shall not subcontract the entire scope of the Services. If the engagement of a sub-consultant is necessary for any part of the contract, it must be clearly specified in the bidding documents at the time of Proposal submission. Any change in the list of sub-contractors shall be subject to prior approval of the procuring entity.

During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

The consultant shall not replace Key Experts during execution of the contract without the prior consent of the procuring entity. Any violation of this provision may lead to contract termination and the imposition of penalties on the consultant.

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.

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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.

1.7 Authorized Representatives

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

1.8 Taxes & Duties

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

1.9 Fraud & Corruption

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

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

Integrity Pact

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

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub Clause, the Consultant shall proceed in accordance with Sub Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract:

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services:

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract:

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations:

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure:

The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract:

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time:

Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments:

During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PE

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

- (a) If the Consultant does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

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

- (a) If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (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**

3.1.1 **Standard of Performance**

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

3.2 **Conflict of Interests**

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

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

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

3.2.2 **Consultant and Affiliates not to be Otherwise Interested in Project**

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

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

- (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 better qualifications.

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(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

III. Special Conditions of Contract

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

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

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

1.3 The language is English.

1.4 The addresses are:

Procuring Entity: Executive Engineer Dir Irrigation Division Dir Lower.

Attention: _____

Facsimile: _____

E-mail: _____

Consultant:

Attention:

Facsimile:

E-mail:

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

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

1.7 The Authorized Representatives are:

For the PE: Executive Engineer.

For the Consultant: _____

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

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

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

- (a) any Payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or Permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and Paid for out of funds provided by the PE and which is treated as property of the PE;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their Personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

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

2.2 The date for the commencement of Services is *[As per work order]*.

2.3 The time period shall be *[eighteen (18) Months]*.

3.4 The risks and the coverage shall be as follows:

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

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

{3.7(b)}

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

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

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

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

{5.1}

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

Performance security shall not exceed 10% of contract amount

6.1

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

6.3

6.5

The accounts are:

for foreign currency or currencies: *[PKR]* for local
currency: *[PKR]*

Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be Paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be Paid upon submission of the inception report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.

Special Condition of Contract

- (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- (f) The demand guarantee shall be released when the total Payments reach fifty (50) percent of the lump-sum amount.

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

8.2 Disputes shall be settled by complaint redressal committee defined in PPRA Act 2012 or through arbitration Act of 1940 in accordance with the following provisions: *(insert relevant provisions below)*

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]

CONTRACT

THIS CONTRACT (“Contract”) is entered into this *[As per work Order]*, by and between *[insert Dir Irrigation Division Dir Lower]*(“the PE”) having its principal place of business at *[insert PE ’s address Dir Irrigation Division Dir Lower Balambat Colony Timergara]*, 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 *[As per work order]* and continuing through *[18 Months]* 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 *[PKR]*, 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:

$$RI = RIo \times \frac{I - I_o}{100}$$

where *RI* is the adjusted remuneration, *Rlo* 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_o* is the official rate of inflation for the month of the date of the Contract.”]

Contract

5. Project Administration

A. Coordinator

The PE designates Mr./Ms. [*Executive Engineer*] as PE's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for Payment, and for acceptance of the deliverables by the PE.

B. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PE reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PE considers unsatisfactory.

7. Confidentiality

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

8. Ownership of Material

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

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage for their Personnel and equipment's.

11. Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PE's prior written consent.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

13. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

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.**
- 6 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.**
- 7 Professional Staff should be indicated individually; Support Staff should be indicated Per category (e.g.: draftsmen, clerical staff).**

TERMS OF REFERENCE (TORs)

TERMS OF REFERENCE.

Name of work: - Updation of F/S, Detail Design and Construction of Panjkora Left and Right Bank Canal in Distt: Lower & Upper Dir (ADP# 2095-250203) (2025-26).

Name of Sub work: - Updation of Feasibility Study (F/S) and Detail Design of Panjkora Left and Right Bank Canal in Distt: Lower & Upper Dir (**Phase-1**).

BACK GROUND

The Government of Khyber Pakhtunkhwa, Irrigation Department, has focused on utilizing all available options for the optimal exploitation of water resources for agricultural development. Accordingly, to improve the socio-economic conditions of the local population of District Lower and Upper Dir, “feasibility study for the project along the left and right bank canals was carried out for bring more rain-fed agricultural land under Irrigation. During the study Various options were examined, among which the most attractive and economical proposal was to take off a gravity canal from the right side of the Panjkora River at RL 3388 ft AMSL near Sahibabad village.

The canal would pass on at a higher elevation above the off take of the Balambat Irrigation Scheme as well as Khaal Village. From off take to RD 203,504 feet the canal has been considered as Main Canal. The main villages along the alignment of Main Canal include Sahibabad, Kotkay, Kass, Baboo, Shalpalam, Adai, Birari, Khal Bala, Khal Payeen, Sacha, Mera, and Baroon, etc. The Culturable Command Area (CCA) to be irrigated by the main canal from Sahibabad to Baroon at RD 203,504 feet is 3,058 acres. At this point, the main canal will bifurcate into two branches leading to the right and left bank canals of the Panjkora River. The right bank canal would bring 934 acres of barren land under irrigation in the villages of Baroon, Munjai, ManzarayTangay, Odigram, Rehanpur, Kadd, and Kamar Kotkay, etc. Similarly, the left bank canal will turn towards the left side, cross the Panjkora River by means of a siphon, and discharge into an open channel on the left side of the Panjkora River near Rani Danwa Village at RL 3,290 feet AMSL. From Rani Danwa Village, the canal would traverse along the contour, irrigating the lands of Danwa, Rani, Ashari Ghat, Main Banda, Timer, Timergara, Khungi, Saddu, Shikolai, Shago Kas, Ziarat, Talash, Bajawro, and Nasapa villages, covering a total area of 8,563 acres. The feasibility survey was carried out by Pakistan Engineering Services (PES) Consultants during the year 2016–2017. In order to update and review the feasibility study and carry out detailed design of the project, the same has been included in the ADP 2025–26 at Serial No. 2095–250203.

The project would be executed in two Phases, i.e., 1. Updation of feasibility, detailed design, and 2. Construction supervision. In Phase-I, the updation of feasibility and detailed design will be carried out. If the scheme was found feasible after updation, then it will proceed to the next Phase-II of construction.

SALIENT FEATURES OF THE MAIN SCHEME FOR WHICH THE FEASIBILITY STUDY IS BEING UPDATED.

1	Name of Scheme	Construction of Panjkora left & right bank canal in district Lower & Upper Dir.
2.	Original PC-1 cost	Rs: 7616.74 (Million) (On MRS-2021)
4	Project Location	District Dir Lower & Upper
	Project Intake Point	Sahib Abad,Dir Upper 35° 4'0.09"N 71°59'20.00"E
3	Feasibility Survey	Pakistan Engineering Services (PES) Consultant's (year 2016-2017)
4	Original Design	Pakistan Engineering Services (PES) Consultants
5	O&M cost	Rs: 69.67 (Million)
6	Length of Main Canal	203504 feet = 62.03 KM
7	Length of right bank Canal	35514 feet = 10.82 km
8	Length of left bank Canal	163434feet = 49.81 km
	Total length	402452 feet = 122.67 km
8	Diversion discharge	Ranges from 41.26 cusecs minimum to 138 cusecs maximum.
9	CCA of Main Canal	3058 acres.
10	CCA of Right Bank Canal	934 acres.
11	CCA of Left bank canal	8563 acres.
12	Total CCA	12555 acres
13	Provision of water for drinking water supply	7 cusecs depending upon requirement of the PHED KP

The Scheme/work titled “**Updation of the feasibility study (F/S), detailed design, of the Panjkora Left and Right Bank Canals in District Lower and Upper Dir**” approved in PDWP its meeting held on 18-11-2025 amounting to Rs: 106.00 Million and Minutes issued by the Competent authority vide Assistant Chief (Water) office of the Planning and Development Department (Water Sector) Govt: of Khyber Pakhtunkhwa Peshawar.

A. GENERAL INSTRUCTIONS REGARDING SUBMISSION OF PROPOSALS

1. Two copies of the Technical Proposal and one copy of Financial Proposal respectively for the Updation of feasibility survey, Detail Design and Construction Supervision are required to be submitted in proper book bind form (ring & spring binding not acceptable). All pages should be numbered.
2. Technical and Financial Proposal should be in separate sealed envelopes individually indicating **original or copy**. The name of the project on each envelope & proposal is essential.
3. Security deposit and income tax will be deducted as per the prevailing Government rules.
4. The Financial proposals will be valid for a period of 120-days after the last submission, which is extendable on the expiry of this period through mutual consent / agreement.
5. The Technical and Financial proposals submitted by the consultants will be evaluated respectively for the updation of feasibility survey and Detail Design according to criteria for procurement of Consultancy Services of the Pakistan Engineering Council & Provincial P&D Department by applying the approved weightage of Technical & Financial proposals.
6. Any observations on the TOR should be brought in notice of the Client / Employer in written, before submission of the proposal. No objection will be entertained after the submission of the technical and / or financial proposals.
7. The Technical & Financial proposals will be opened in presence of bidding Consultants / Firm or its representative (one person), who cares to be present on the indicated dates.
8. The contract will be governed by the laws and regulations of the Government of Khyber Pakhtunkhwa.
9. Consultants shall be responsible for payment of all taxes in respect of personnel and assets with no liability to the Client / Employer.
10. Any mis-statement, false information provided in the Technical or Financial proposal or conditional proposals will render the proposal as non responsive and shall make the firm liable for punitive action including debarring from future participation procurements in Irrigation Department Khyber Pakhtunkhwa, or even Blacklisting.
11. The Consultants shall quote the cost on lump sum basis with breakup and/ or unit cost of all components of studies/investigation/tests including review of previous studies (if any) and all relevant surveys / studies and logistics required for the assignment. No bid opened on percentage of project cost will be accepted.
12. The consultants shall supervise and verify the construction activities through out the execution of the work, according to the respective contract packages, and provide

necessary certification to the effect that the respective portion of work has been carried out according to the approved design parameters and specifications.

13. The consultants shall carry out and maintain the measurement of the construction activities, according to the contract agreement of the respective contract package, for the checking by executing agency.
14. The consultants shall establish 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.
15. On the satisfactory performance of the services/part services, the payment to the consultants shall be made as whole, part or prorata ratio as provided under mode of payment of the contract.
In case of incomplete assignment, the payment will depend on the relevant merit of conditions in the contract. Payment to the personnel employed for each stage shall be made as per actual input in the respective component of the project.
16. The consultants are required to submit the financial bids complete in all respect for updation of feasibility(F/S) and Detail design (Phase-I).
17. Standard form of contract on lump sum basis be used for phase I and time based on phase

A. CONDITIONS FOR CONSULTANCY SERVICES

1. The consultant shall establish Project Manager Office for the project in Timergara Lower Dir and site Offices / Camps in close vicinity of the respective project site.
2. All desk work for Updation and review of **Feasibility Study** and **Detail Design** shall be carried out in the Project Manager's Office.
3. Consultant shall also attend meetings, site visits and shall also make presentation if so directed by the Department for consultative forums etc for which TA/DA, boarding, lodging and claim for incidental charge etc, shall not be entertained.
4. The consultants except, without prior approval of Client / Employer shall not 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 at 1% of

- the respective work order per day up to a maximum of 10% as deemed appropriate by the client
6. The Client / Employer reserves the right for any addition, alternation or amendment in the TOR of the project.
 7. The consultants will provide undertaking that the key staff engaged on the project would not be employed on any other project during the currency of the agreement. However, in case of unavoidable circumstances, proposed replacement of staff may be made subject to approval of employer.
 8. Originally signed CVs of the proposed personnel indicating contact number and postal address along with availability certificate of the personnel for the project / component shall be annexed in the technical proposal. Moreover, the CVs of the proposed personnel must clearly show general experience, relevant experience & Projects undertaken by them.
 9. In support of experience of firm, the consultant shall furnish attested certificate from the Department for award and completion of each completed consultancy claimed as experience. **Moreover, Consultancy cost of the project & share of consultant in case of JV must clearly be given in project proforma.** Absence of the above information may affect the Evaluation of the bid.
 10. Any balance activity left incomplete by the consultants would be executed by the client on the risk and cost of the consultant. The consultant while offering bid shall Annex all the detail and breakup of cost and certify that the key personnel will be available full time for the man-months indicated.
 11. The employer reserves the rights to remove any key personnel or supporting staff without giving any reasons and it would be binding on the Consultants / Firm to provide appropriate replacement.
 12. Backup data of all design calculations shall be provided by the consultant to the employer, the software used must be authentic.
 13. 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.
 14. In case of joint venture, payment will be made in the name of Joint Venture or as agreed between the Firm and Client in written.
 15. 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 persons to carry out the same task.

16. The employer may deduct the expenditure accrued on the activity due or become due **Contract** upon the Consultants after notification by the engineer with the approval of the Client / Employer.
17. No activity shall be commenced without the approval is obtained from the competent authority / client.
18. Agreement for the consultancy services for the respective stages of Survey and investigation, Detail Design & Construction Supervision, as the case may be, will be executed as join but gap in actual execution of the respective component of services may occur. The agreements for each stage will be effective from the date of issue of letter of proceed to the consultant for the respective stage by the client.
19. The consultant shall assist the concerned field formation of the Department during field visits.

B. TERMS OF REFERENCES FOR UPDATION OF FEASIBILITY STUDY (F/S) AND DETAIL DESIGN (PHASE-I).

1. Review of feasibility study level topographical survey.
2. Review and updation of feasibility level long section survey.
3. Review of feasibility level cross sectional survey.
4. Review of feasibility and all relevant documents including hydrology and geotechnical report,
5. Review and update land acquisition plan and prices as per requirement of revenue department.
6. Review and update the GCA and CCA of the scheme.
7. Review and update feasibility level environmental study report as per legal requirements
8. Review and updation of structural design and survey of relevant streams.
9. Prepare and submit draft detail Design Report, tender drawings and tender documents.
10. Review and update the feasibility level PC-1, cost overruns, change in design approach with time or change in physical scope of work.

11. Review and update schedule for implementation of the project.
12. Review and update drawing and detail design of all structures including hydraulic design of canal.
13. Preparation of PC-1 final design report, bidding drawings, bidding documents, and specification of materials.
14. Establishment of Permanent survey control Points all along the canal at appropriate places.

C. REPORTING AND DOCUMENTATION REQUIREMENTS FOR

1. Updation of feasibility study and detail design (Phase-I)

The scope of services shall include but not limited to the following:

- i. Preparation and submission of Progress Report (6 copies per month).
- ii. Preparation and submission of Inception Report (5 copies).
- iii. Preparation and submission of draft updated of feasibility study (5 copies).
- iv. Preparation and submission of final updated of feasibility study (5 copies).
- v. Draft Detail design report (5 copies), and draft specifications and tender documents (05 copies).
- vi. Preparation of final design report in (10 copies), tender drawings (10 copies) and tender documents (10 copies), Specifications (10 Copies).
- vii. Preparation and submission of IEE/EIA report as per EPA requirements. (10 copies).
- viii. Preparation of draft PC-I Proforma in (05 copies) and final PC-I Proforma in required numbers as directed by the client.
- ix. Preparation and submission of land Acquisition report including land plan, prices, cost, and copies of all relevant land Revenue notification. The Consultants would assist the client till finalization of the process.
- x. Preparation of Engineering Chakbandi and design of outlets as per required guide lines
- xi. Preparation of Detail estimate for Technical Sanction (10 copies).

**D. PROBABLE MAN MONTHS FOR UPDATION OF FEASIBILITY STUDY
Contract AND DETAIL DESIGN (PHASE-I) ACTIVITIES**

Probable man months for Updation of feasibility and detail design (Phase-I) and Construction Supervision activities (Phase-II) are at Annex-I and Annex-II respectively.

E. QUALIFICATION AND EXPERIENCE OF CONSULTANT'S

a. KEY PERSONNEL.

Consultants will assign adequate qualified key personnel to carry out the implementation of the Project as described in the TOR. The key personnel should possess the qualifications and experience as indicated against each position.

i. Project Manager/ Team Leader:

- Ø Should have MSc or PhD Degree in relevant field of Civil Engineering from a recognized university with at least 20 years' experience in water sector projects, having age not more than 65 years.
- Ø Should be able to lead the team of consultants and assist the Department in timely completion of the services with good quality of outputs.

ii. Hydraulics Engineer:

- Ø Should have BSc Civil Engg with MSc/PhD in Water Resources Engineering or Hydraulics Engg from a recognized university.
- Ø Should have at least overall experience of 15-years with 8-years' experience in design related activities.

iii. Structure Engineer

- Ø Should have BSc Civil Engg & MSc/PhD in Structural Engineering from a recognized university.
- Ø Should have at least overall experience of 15-years with 8-years' experience in exposure to the design related activities.

iv. Geologist/Geo Technical Engineer

- Ø Should have MSc/PhD degree in Geology/Geo-technical Engineering from a recognized university.

- Ø Should have at least overall experience of 15-years with 10-years' experience in exposure to the design related activities.
- v. **Environmental**
 - Ø Should have MSc in Environmental Engineering or Environmental Sciences from a recognized university.
 - Ø Should have at least overall experience of 15-years with 10-years' experience in exposure to the design related activities.
- vi. **Agricultural Specialist.**
 - Š Should have MSc or PhD in Agriculture or Water Resources Engg from a recognized Engineering university with at least 15 years' experience.
 - Š Should have at least 5-years' experience in similar projects.
- vii. **Hydrologist**
 - Š Should have BSC Civil/Agricultural Engineering Degree preferably MSc/PhD in Water Resources/Hydrology from a recognized Engineering university with at least 15 years' experience with 5 years relevant experience in similar projects.

b. NON-KEY PERSONNEL.

The key personnel should possess the qualifications and experience as indicated against each position.

i. Junior Engineer:

- Š Should have a Bachelor Degree in Civil Engineering from a recognized university.

ii. Contract Engineer:

- ◁ Should have a Bachelor Degree in Engineering or MBA from a recognized university.
- Š Overall experience should be 15-years with 10-years' experience in contracts and contract administration.

iii. Field Inspector:

- Š Should have a Diploma in Associate Engineering in a relevant field.
- Š Minimum experience of 03 years in relevant projects.

iv. Quantity Surveyor:

- Š Should have a Diploma in Associate in Civil Engineering.
- Š Minimum experience of 5 years in relevant projects.

v. GIS Specialist

- Š Should have a bachelor degree with specialization in GIS.
- Š Minimum experience of 5 years in relevant projects.

vi. Surveyor

- Š Should have a Diploma in Associate Engineering in civil Technology.
- Š Minimum experience of 5 years in relevant projects.

F. MODE OF PAYMENTS (PHASE-I).**Contract**

S. No	Description	% of contract price
1	On establishment of main office and Field office at appropriate place(s) and filed visits of experts.	10%
2	On submission of concept clearance, Inception Report and activities schedule for Detailed Design	10%
3	On submission of Field Surveys on Prescribed Format	15%
4	On submission of final feasibility Report	10%
5	On submission of Draft Detailed Design, estimate, Engineering Chakbandi, IEE/EIA reports as per EPA requirements.	15%
6	On submission of final Design Report	10%
7	On submission of Tender Drawings	10%
8	On submission of Draft PC-Is	10%
9	On submission of Final PC-Is	10%
	TOTAL	100%

G. EVALUATION CRITERIA.

(i)	Experience & Standing of the Firm. (20 Marks)			
(a)	Number of similar projects	=	12	Marks
(b)	Total consultancy cost of these similar projects > 60 million	=	8	Marks
	Total	=	20	Marks
(Note)	<p>(i) For six (06) or more similar projects, full marks shall be awarded. For a smaller number, marks shall be reduced proportionately.</p> <p>(ii) For a total consultancy cost of Rs. 60 million or more for the top six projects, full marks shall be awarded, and for a lower cumulative cost, marks shall be reduced proportionately.</p> <p>(iii) Similar projects mean <i>Feasibility Studies and Detailed Designs</i> of small dams with irrigation networks, irrigation canals, weirs, canal portions of hydropower projects and lift irrigation schemes.</p>			
(ii)	Approach & Methodology. (30 Marks)			
(a)	Technical approach and methodology	=	12	Marks
(b)	Work plan	=	8	Marks
(c)	Organization and staffing	=	10	Marks
	Total	=	30	Marks
(iii)	Key Personnel. (50Marks)			
1	Project Manager / Team Leader	=	12	Marks
2	Structure Engineer/Design Engineer	=	8	Marks
3	Irrigation/Hydraulic Engineer.	=	8	Marks
4	Hydrologist	=	5	
5	Agricultural Specialist	=	5	
6	Geologist/Geotechnical Engineer	=	8	Marks
7	Environmentalist	=	04	Marks
	Total	=	50	Marks
Note	<p>(iii) Qualification = 40% marks, Minimum indicated qualification would get 80%, one step higher = 90% & two step higher = 100%</p> <p>(iv) Practical Experience = 60% out of which for relevant experience = 45% And general experience = 15%</p> <p>(v) Pass/Fail method will be used for qualification. A firm obtaining 70% score shall be qualified. Obtaining 50% marks in each category of experience, methodology and personnel will be mandatory</p>			
	Total marks	=	100	

H. METHOD OF SELECTION OF CONSULTANTS.

The Quality and Cost Based Selection (QCBS) method will be used for the selection of consultants, and the weight-age for technical and financial proposals will be 80:20.



OFFICE OF THE EXECUTIVE ENGINEER DIR IRRIGATION DIVISION DIR LOWER

Ph: No. 0945-9250068, E-Mail dirirrigation2@hotmail.com.

No. 2837/13-M

Dated Timergara the 26/12/2025.

To,

The Director information
Govt: of Khyber Pakhtunkhwa
Peshawar.

Handwritten signature and date: 26/12/25

RECEIVED
Director of Irrigation & P...
Peshawar

Subject: - NOTICE INVITING REQUEST FOR PROPOSALS (RFP).

Enclosed find herewith 08 (Eight) copies of Notice Inviting Request for Proposals (RFP) in required number for advertisement and publication in at least one National English and one Urdu Daily News Papers with nationwide circulation for one day only

The bill of cost may also be submitted to this office for early payment please.

Executive Engineer
Dir Irrigation Division
Dir Lower.

Copy of the above is forwarded to the:-

- 1- Chief Engineer (North) Irrigation Department Peshawar.
- 2- Superintending Engineer Swat Irrigation Circle Swat for information.
- 3- Director (PMC) office of the Secretary to Govt: of Khyber Pakhtunkhwa Irrigation Department Peshawar for information please.
- 4- The Managing Director Govt: of Khyber Pakhtunkhwa Public Procurement Regulatory Authority Khyber House, Opposite Marbella Wedding Hall, Justice Talat Qayyum Road, Canal Road, Warsak Road Peshawar.
- 5- Sub Divisional Officer Irrigation Sub Division Balambat/Dir Upper for information.
- 6- Divisional Accounts Officer (Local)
- 7- Divisional Head Clerk (Local).
- 8- Divisional Head Draftsman Local.

Handwritten note: (3:10 PM) 26-12-25

Handwritten signature: Reemij

Handwritten signature and stamp
Executive Engineer
Dir Irrigation Division
Dir Lower.

OFFICE OF C.E (North) IRR: DEPTT:

Diary No.....Date.....

SWC S.B

SWO S.A

SR CDM

Handwritten signature and date: 26-12-25

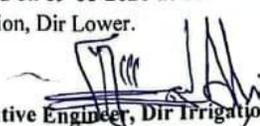


REQUEST FOR PROPOSAL(RFP)

The Irrigation Department, Government of Khyber Pakhtunkhwa, invites **Technical and Financial Proposals** from eligible and experienced consulting firms, in accordance with **KPPRA Rules 2014** for the following assignment:

S. No	ADP No.	Name of Work/Sub Work	Type of Services required
1.	250203	Name of work:- Updation of F/S, Detail Design and Construction of Panjkora Left and Right Bank Canal in Dist: Lower & Upper. Name of Sub Work:- Updation of Feasibility Study (F/S) and Detail Design of Panjkora Left and Right Bank Canal in District Lower & Upper Dir (Phase-1).	Consultancy Services.

- i. RFP document including Eligibility criteria, instruction to consultants, Technical and Financial weightage, TORs, instruction to bidders, evaluation criteria and standard forms, may be downloaded from KPPRA Website www.kppra.gov.pk, Irrigation Website www.irrigation.gkp.pk and also from EPADS Website: <http://portal.eprocure.gov.pk>. Additional information may be obtained from the office of the undersigned during working hours.
- ii. Consultants shall submit Technical and Financial Proposals separately, through EPADS, as per KPPRA notification as mandatory for e-bidding. A hard copy in duplicate (both technical and financial in separate sealed envelopes) shall also be submitted to the Office of undersigned.
- iii. Technical and financial proposal shall be opened by the Departmental Committee for Selection of Consultants (DCSC) following prescribed procedures in the presence of authorized representatives of Consultants, who deemed to attend the meeting.
- iv. Deadline for submission of the proposals would be **27-01-2026 at 12.00 PM**.
- v. Pre-bid meeting for clarification would be held on **19-01-2026 at 11.00 AM** in the office of the Executive Engineer Dir Irrigation Division, Dir Lower.


Executive Engineer, Dir Irrigation Division,
at Balambat, District Dir Lower.
Phone# 0945-9250068
Email address: irrigation2@hotmail.com