

DEPARTMENT OF IRRIGATION KHYBER PAKHTUNKHWA



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

Name of Work: F/S and Restoration & Rehabilitation of Rivers related issues in Hazara & Malakand Division (ADP No 1102/210417).

Sub Work: Feasibility Study for the identification of impediments, river related issues i/c Remedies & Establishment of River Protection Authority in Hazara & Malakand Division

Issued to:

**EXECUTIVE ENGINEER
SWAT IRRIGATION DIVISION No II MATTA**

DOCUMENTS BASED ON

**Standard Form of Bidding Documents for Procurement of Consultancy Services Khyber Pakhtunkhwa
Public Procurement Regulatory Authority (KPPRA)**

Notified Vide Notification No. KPPRA/M&E/SBDS/1-1/2015

Dated Peshawar the May 03, 2016

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Section 1
Letter of Invitation / Request for Proposals

Letter of Invitation

Dear Mr. / Ms:-

1. The *Irrigation Department Government of Khyber Pakhtunkhwa* (hereinafter called "Procuring Entity" now invites proposals to provide the following consulting services: ***Feasibility Study for the identification of impediments, river related issues i/c Remedies & Establishment of River Protection Authority in Hazara & Malakand Division.*** More details on the services are provided in the Terms of Reference.
2. This *Request for Proposal (RFP)* has been published in national newspapers. (It is not permissible to transfer this invitation to any other firm)
3. A firm will be selected under *QCBS Selection Method with 80:20 ratio for technical and financial proposals respectively* and procedures described in this RFP, in accordance with the KPPR 2014.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants
(including Data Sheet)
 - Section 3 - Technical Proposal – Standard Forms
 - Section 4 - Financial Proposal – Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
5. Please inform us in writing at the following address [*Office of the Executive Engineer Swat irrigation Division-II Matta, District Swat*], upon receipt:
 - (a) *that you received the RFP (Request for Proposal) and*
 - (b) *Whether you will submit a proposal alone or in association.*

Yours sincerely,
EXECUTIVE ENGINEER
Swat Irrigation Division-II, Matta.
Phone & Fax: 0946-791221
E-Mail: xenirrimatta@gmail.com

Section 2
Instructions to Consultants

Instructions to Consultants

1. Definitions

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

<p>2. Introduction</p>	<p>2.1 Irrigation Department Govt of Khyber Pakhtunkhwa the Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those who submit proposals in response to Invitation/ press advertisement, in accordance with the method of selection, Quality and Cost Based Selection (QCBS) as per KPPRA Rules.</p> <p>2.2 The Shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.</p> <p>2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with Irrigation Department Govt of Khyber Pakhtunkhwa representative named in the Data Sheet for gaining better insight into the assignment.</p> <p>2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Irrigation Department Govt of Khyber Pakhtunkhwa reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.</p> <p>2.5 Irrigation Department Govt of Khyber Pakhtunkhwa may provide facilities and inputs as specified in Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Irrigation Department Govt of Khyber Pakhtunkhwa interests Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>

	<p>3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p>(i). A consultant that has been engaged by the Irrigation Department Khyber Pakhtunkhwa to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.</p> <p>(ii). A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.</p> <p>(iii). A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the Assignment, the selection process for such assignment, or</p> <p>(iii) Supervision of the Contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.</p>
<p>Conflicting Relationships</p>	<p>3.2 Government officials and civil servants may be hired as consultants only if:</p> <p>(i) They are on leave of absence without Pay;</p> <p>(ii) They are not being hired by the Entity they were working for, six months prior to going on leave; and</p> <p>(iii) Their employment would not give rise to any conflict of interest.</p>
<p>4. Fraud and Corruption</p>	<p>It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Irrigation Department Khyber Pakhtunkhwa follows the instructions contained in Khyber Pakhtunkhwa Public procurement Rules 2014 which defines:</p>

	<p>“ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another Party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a Party to obtain a financial or other benefit or to avoid an obligation;</p> <p>Under Rule 44 of KPPR 2014, “The PE can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized & communicated to the KPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”</p>
5. Integrity Pact	Pursuant to section 16(2)(3) of KPPRA Act 2012 Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs.2.5 million. (Annex- A)
6. Eligible Consultants	<p>6.1 The consultants that have valid PEC Registration, as outlined under Rule 25 and 26 of KPPRA 2014 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same Partner(s) and Joint Venture structure - are eligible.</p> <p>6.2 Consultants having valid PEC Registration are eligible.</p>
7. Eligibility of Sub Consultants	Sub Consultants are not eligible & applicable.
8. Only One Proposal	Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
9. Proposal Validity	<p>9.1 As indicated in the Data Sheet the proposals validity is 90 days. During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Irrigation Department Govt of Khyber Pakhtunkhwa will make its best effort to complete negotiations within this period. Should the need arise; however, the Irrigation Department may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in</p>

	<p>the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p>
<p>10. Clarifications & Amendments in RFP Documents</p>	<p>10.1 Consultants may request for a clarification of contents of the bidding document in writing, and Irrigation Department shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal/deadline of submission of proposal. The Irrigation Department Govt of Khyber Pakhtunkhwa shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the Irrigation Department Govt of Khyber Pakhtunkhwa deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 10.2.</p> <p>10.2 Irrigation Department Govt of Khyber Pakhtunkhwa in the capacity of PE may amend the RFP five days before the closing date by issuing an addendum/ corrigendum in writing or through standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Irrigation Department Khyber Pakhtunkhwa may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p>
<p>11. Preparation of proposal</p>	<p>11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.</p> <p>11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.</p> <p>11.3 In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.</p> <p>11.4 Alternate professional staff shall not be proposed and only one CV may be submitted for each position.</p>

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

	<p>Knowledge of languages should also be mentioned for each professional staff.</p> <p>(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).</p> <p>(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment (Section 3D).</p> <p>(vii) Any additional information requested in the Data Sheet.</p> <p>13.3. The Technical Proposal shall not include any financial information.</p>
<p>14. Financial Proposals</p>	<p>14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet/BOQ attached (if applicable). If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p>
<p>15. Taxes</p>	<p>15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.</p>

<p>16. Submission, Receipt, and Opening of Proposals</p>	<p>16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All Pages of the original Technical and Financial Proposals will be page numbered & initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.</p> <p>16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.</p> <p>16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by name of the assignment, and with a warning "Do Not Open With The Technical Proposal." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Irrigation Department Govt of Khyber Pakhtunkhwa no later than the time and the date indicated in the Data 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.</p>
<p>17. Proposal Evaluation</p>	<p>17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Irrigation Department Govt of Khyber Pakhtunkhwa on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Irrigation Department in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p>

<p>18. Evaluation of Technical Proposals</p>	<p>18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point/marks system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)</p> <p>18.2 After the technical evaluation is completed, the Irrigation Department Govt of Khyber Pakhtunkhwa shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned un-opened.</p> <p>18.3 Minimum qualifying marks will be 70%. The Competent Forum may however decide to lower the qualifying marks to 60%, if required in any particular case when the firm with minimum marks is not available. In case none of the shortlisted firm obtains the desired minimum marks the Committee may decide to re-advertise.</p>
<p>19. Evaluation of Financial Proposals</p>	<p>19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores/marks of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.</p> <p>19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>19.3 In case of Quality and Cost Based Selection (QCBS) Method the lowest evaluated Financial Proposal (Fm) will be given the</p>

	<p>maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
20. Negotiations	<p>20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Irrigation Department Govt of Khyber Pakhtunkhwa proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.</p>
21. Technical Negotiations	<p>21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Irrigation Department Govt of Khyber Pakhtunkhwa and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the representative of Irrigation Department Govt of Khyber Pakhtunkhwa and the Consultant, will become part of Contract Agreement.</p>
22. Financial Negotiations	<p>22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the Irrigation Department Govt of Khyber Pakhtunkhwa with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).</p>

<p>23. Availability of Professional staff/ experts</p>	<p>23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Irrigation Department Govt of Khyber Pakhtunkhwa expects to negotiate a Contract on the basis of the Professional Staff named in the Proposal. Before contract negotiations, the Irrigation Department will require assurances that the Professional Staff will be actually available. Irrigation Department Govt of Khyber Pakhtunkhwa will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.</p>
<p>24. Award of Contract</p>	<p>24.1 After completing negotiations, the Irrigation Department Govt of Khyber Pakhtunkhwa will award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Irrigation Department will publish on the website of the Authority and on its own website, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the same on its and authority website.</p> <p>24.2 After publishing of award of contract consultant are required to submit a Performance Security at the rate indicated in Data Sheet.</p> <p>24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
<p>25. Confidentiality</p>	<p>25.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential</p>

	information related to the process may result in the rejection of its Proposal.
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DATA SHEET

1.1	<p>Name of the Assignment is Consultancy Services for “Feasibility Study for the identification of impediments, river related issues i/c Remedies & Establishment of River Protection Authority in Hazara & Malakand Division. ADP No 1102 (210417).</p> <p>The Name of the PE’s official (s): Chief Engineer (North), Irrigation Department Peshawar. Phone & Fax: 091-9212123 E-Mail: chiefnorthirr@gmail.com</p>
1.2	<p>The method of selection is: QCBS; 80:20 Technical: Financial Weightage</p> <p>The Edition of the Guidelines is: KPPRA</p> <p>The Edition of the Guidelines is: Guidelines Notified vide Notification No. KPPRA/M&E/SBDs/1-1/2015; Dated Peshawar the May 03, 2016</p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p>
1.4	<p>The PE will provide the following inputs and facilities: As per TORs of Contract for Engineering Consultancy Services</p>
1.5	<p>The Proposal submission address is: Office of the Chief Engineer (North), Irrigation Department Peshawar. Proposals must be submitted no later than the following date and time: Dec 30, 2022; 02:30 PM</p>
1.6	<p>Expected date for commencement of consulting services: February, 2023</p>
9.1	<p>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): 90 days</p>
10.1	<p>Clarifications may be requested not later than five days before the submission date.</p> <p>The address for requesting clarifications is: Office of Executive Engineer Swat Irrigation Division No-II Matta Swat Phone & Fax: 0946-791221 E-Mail: xenirrimatta@gmail.com</p>
12	<p>The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Entity shall be written in English. However it is desirable that the firm’s Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan: Experience of region & local language taken in the criteria</p>
6.1	<p>Shortlisted Consultants may associate with other shortlisted Consultants: NA</p>

11.2	<p>The estimated number of professional staff-months required for the assignment are; Key Staff = As per TOR attached Non-Key Staff = As per TOR attached</p> <p>Available budget is: NA</p> <p><i>[In the case of Selection under a Fixed Budget (FBS), select the following sentence]</i> The Financial Proposal shall not exceed the available budget of: NA</p>
13.1	<p>The format of the Technical Proposal to be submitted is: FTP , or STP <i>[check the applicable format]</i> : As given in section-3</p>
13.2(vii)	<p>Training is a specific component of this assignment: No</p>
14.1	<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]:</i> NA</p> <p>(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;</p> <p>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, investigations and surveys;</p> <p>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services;</p> <p>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for Consulting Services;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing</p>
15.1	<p>Amounts Payable by the PE to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable : Yes</p> <p>(Apart from other taxes, consultants should include GST if not exempted by the Income Tax Authority at the prevailing rates)</p>

6.3	Consultants to state local cost in the national currency (in case of ICB only): NA
16.2	Consultant must submit the original and 01 Copy of the Technical Proposal, and the original of the Financial Proposal (in separate sealed envelopes).
13.1	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are below:</p> <p>(i) Specific experience of the Consultants relevant to the assignment: =10 Marks</p> <p>a) Number of completed similar projects = 6 Marks</p> <p>b) Total cost of consultancy of these projects = <u>4 Marks</u></p> <p style="text-align: right;">Total = 10 Marks</p> <p>- <i>The firm having maximum similar projects will be awarded the maximum marks while for others rating would be reduced proportionately.</i></p> <p>- <i>The firm with the highest financial cost gets the maximum marks while other firms will get the proportionate marks.</i></p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: (30 Marks)</p> <p>a) Approach and methodology : 12 Marks</p> <p>b) Work plan: 08 Marks</p> <p>c) Organization and staffing: 10 Marks</p> <p style="text-align: right;">Total points for criterion (ii): 30 Marks</p> <p>(iii) Key professional staff qualifications and competence for the assignment: (60Marks)</p> <p>a) Project Manager</p> <p>b) River Engineering Expert</p> <p>c) Environmentalist</p> <p>d) Senior Design Engineer (Hydraulic Structure)</p> <p>e) Economist</p> <p style="text-align: right;">Total points for criterion (iii): 60 Marks</p> <p>The total of 60 marks is divided amongst experts in an equal proportion. The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant Percentage weights:</p> <p>1) General qualifications : 15 Marks</p> <p>c) Minimum Required Qualification: 80%</p> <p>d) Higher Qualification: 20%</p> <p style="text-align: right;">Total = 100%</p>

	<p>2) Adequacy for the assignment: 36 Marks</p> <p>a) Relevant Experience = 27 Marks</p> <ul style="list-style-type: none"> - Maximum Experience of 10 years = 18 Marks - Experience of Maximum of 10 projects = 9 Marks <p>b) General Experience = 9 Marks</p> <ul style="list-style-type: none"> - Maximum Experience of 15 years = 9 Marks <p>3) Experience in region and language: 9 Marks</p> <p>a) Work experience in Khyber Pakhtunkhwa = 6 Marks</p> <p>b) Knowledge of regional languages (Pashto/Hindko) = 3 Marks</p> <p>Total Points: 60 Marks</p> <p>Total points for the three criteria: 100 Marks</p> <p>(iv) Suitability of the transfer of knowledge (training) program: NA Total points for criterion (iv): 0</p> <p>(v) Participation by nationals among proposed key staff: NA Total points for criterion (v):</p> <p>The minimum technical marks St required to Pass is: 70 Marks (Minimum passing marks in each category are 40%)</p>
	Remuneration Type: Time Based
	The single currency for price conversions is: NA
19.1	<p>The Formula for determining the financial scores is the following:</p> <p>$FS = 100 \times F_m / F$, in which FS is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical & Financial Proposals are:</p> <p>T = _____ (80)</p> <p>F = _____ (20)</p>
20.1	<p>Expected date and address for contract negotiations: After the approval of combined evaluation of bids</p> <p>Pre-proposal/Clarification Meeting date & Venue (Optional): 20-12-2022; 11:00 AM at the Office of Chief Engineer (North) Irrigation Department Peshawer.</p>
24.2	Successful consultant is required to submit Performance security = 5% of the contract amount.
5.1	Consultants undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.

The minimum required experience of proposed key staff is:

S.No.	Position	Minimum Academic Qualification	No of years of professional Experience	No of years of Professional Experience of similar projects	No of years of Professional Experience in Specific Position
1	Project Manager	MSc Water Resources Engg: / MSc Civil Engg:	10	5	5
2	River Engineering Expert	MSc Water Resources Engg:	10	5	5
3	Environmentalist	MSc Environmental Engineering/ Environmental sciences	10	5	5
4	Senior Design Engineer (Hydraulic Structure)	MSc Hydraulics Engg:/ MSc Water Resources Engineering	10	5	5
5	Economist	MSc Economics	10	5	5

Section 3

Technical Proposal - Standard Forms

Section 3 Technical Proposal - Standard Forms

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

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

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope^{1 2}.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials] ' _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

2 [Delete in case no association is foreseen.]

Form TECH-2. consultant's organization and Experience

A - Consultant's Organization

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

B - Consultant's Experience

(Projects completed during the last ten years)

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

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

Firm's Name:

FORM TECH-3.

**comments and suggestions on the Terms of Reference and
on counterpart staff and facilities to be provided by the PE**

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Membership of Professional Associations: _____

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

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

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

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

From [Year]: ____ To [Year]:

Employer: _

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p>[List all tasks to be Performed under this assignment]</p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[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.]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p>
	<p>Main project features:</p> <p>Positions held:</p>
	<p>Activities Performed:</p>

13. Certification:

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

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

Full name of authorized representative: ____

Section 3. Technical Proposal - Standard Forms

FORM TECH-7 STAFFING SCHEDULE¹

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

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

Full time input

Part time input

Section 3. Technical Proposal - Standard Forms

FORM TECH-8. WORK SCHEDULE

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

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

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

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

Section 3. Technical Proposal - Standard Forms

Section 4

Financial Proposal - Standard Forms

Section 3. Technical Proposal - Standard Forms

Section 4. Financial Proposal - Standard Forms

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

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

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Summary of Costs

Form FIN-3. Breakdown of Costs by Activity¹

Form FIN-4. Breakdown of Remuneration¹

Form FIN-4. Breakdown of Remuneration¹

Form FIN-5. Breakdown of Reimbursable Expenses¹

Form FIN-5. Breakdown of Reimbursable Expenses

Appendix. Financial Negotiations - Breakdown of Remuneration Rates

Section 4. Financial Proposal - Standard Forms

FORM FIN-1.

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PE]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures^{4 5}].

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

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

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

We understand you are not bound to accept any Proposal

you receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]': _____

Name and Title of Signatory: _____

Name of Firm: _____

Address' _____

-
- 4 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
 - 5 If applicable, replace this Paragraph with: "No commissions or gratuities have been or are to Paid by us to agents relating to this Proposal and Contract execution."

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

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

Indicate the total costs excluding local taxes to be Paid by the PE in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Group of Activities (Phase): ²	Description: ³			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 7]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							
		[Home]					
		\Field\					
						
							1
						1	
						
Local Staff							
		[Home]					
		\Field\				██████	
						██████	
			Total Costs				

Section 4 - Financial Proposal - Standard Forms

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

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

Section 4 - Financial Proposal - Standard Forms

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish Payments to the Consultant for possible additional services requested by the PE)^{6 7 8 9}

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

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

Section 4 - Financial Proposal - Standard Forms

Form FIN-5. Breakdown of Reimbursable Expenses¹

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

Group of Activities (Phase):								
N°	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency] ⁴
	Per diem aances	Day						
	International flights ⁵	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 ⁶							
Total Costs								

Section 4 - Financial Proposal - Standard Forms

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

Section 4 - Financial Proposal - Standard Forms

Form FIN-5. breakdown of Reimbursable Expenses

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

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between <i>[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.

Consultant's Representations Regarding Costs and Charges

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

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

1. Expressed as Percentage of 1

2. Expressed as Percentage of 4

Terms of References (TOR)

TERMS OF REFERENCE

Name of Work: - F/S and Restoration & Rehabilitation of Rivers related issues in Hazara & Malakand Division.

Sub Work: - Feasibility Study for the identification of impediments, river related issues i/c remedies & establishment of River Protection Authority in Hazara & Malakand Division.

A. BACK GROUND.

Rivers are very important for Khyber Pakhtunkhwa Province. These rivers are highly valued for their scenic and recreational qualities, as well as their economic potential. Khyber Pakhtunkhwa has many rivers, great and small, and an apparent abundance of fresh water is conveyed by them from the mountains to the other major rivers and ultimately to the sea. These rivers are inherently difficult to manage owing to their dynamic character, length, size of catchment and some other factors as well.

All is not well with Khyber Pakhtunkhwa's rivers and there is increasing public concern about their state which is fast deteriorating due to the environmental bio-degradation, untreated sewage from the nearby localities thrown directly in them, illegal & haphazard river bed mining, industrial effluents & encroachments etc. Demand for fresh water is increasing with every passing day, for uses such as irrigation & domestic water supply due to uncertain rainfall and depletion of underground aquifers. Likewise demand for energy also continues to grow, which means that more and more hydro-power projects have to be implemented, by damming or by diverting water out of the rivers.

There is dire need for the comprehensive protection of rivers in Khyber Pakhtunkhwa Province. These rivers need to be genuinely protected in perpetuity in their natural state with special attention to ecology, landscape, scenic, recreational, amenity and cultural characteristics and standards.

- **Environmental Degradation of Rivers in Khyber Pakhtunkhwa Province**

Three major rivers of Khyber Pakhtunkhwa Province are River Swat, Panjkora & Kunhar. After the super floods of 2010, the actual environmental degradation of major rivers of Khyber Pakhtunkhwa started. People who lost the agricultural lands and built-up properties mostly hotels along the rivers started reconstruction activities. In a very short span of time, they rehabilitated/

reconstructed their damaged hotels. This reconstruction work of hotels is still continued in violation with the river laws. At some spots they are dumping excavated materials of the mountains in the rivers to undesirably reclaim their washed away lands.

Super floods of 2010 brought considerable amount of gravel load from their upper rocky reaches and dumped & deposited at the favorable locations on the river bed which resulted into river bed aggradation. This facilitated people involved in the crush and sand business to establish their crush plants both legal & illegal. Mafia started illegal dredging of river bed of Swat, Panjkora and Kunhar Rivers to collect the stones & boulders required in the preparation of crush. These acts on the part of crush mafia started defacing the serene beauty of these rivers. In no time trenches developed in the river bed with large amount of excavated dumped materials which has totally robbed the natural beauty of these rivers to say the least. Similarly at some places people have established marble factories along the rivers. Effluent from these factories is disposed off directly into the river making the aquatic life vulnerable. Hotels constructed besides the rivers also are mostly without soakage pits /septic tanks and throw the polluted and contaminated sewage directly into the rivers which again is fatal for aquatic life. Trout fish availability in these rivers is going down. Environmental degradation is fast converting these wonderful rivers of Khyber Pakhtunkhwa into small polluted khwars/ nullahs.

- **River Protection Ordinance 2002/ Act 2014**

The Ordinance for the protection of rivers in Khyber Pakhtunkhwa was formulated in 2002 which was later on converted into Act in 2014. Action against the culprits involved in the illegal interventions of river is taken in line with the river Protection Act 2014.

- **Action against Environmental Degradation**

For the implementation of River Protection Act 2014, Provincial Government of Khyber Pakhtunkhwa nominated concerned Assistant Commissioner of the Tehsil as the AUTHORISED OFFICER in March 2020.

A series of Anti Encroachment Operations along Swat, Panjkora & Kunhar Rivers have been carried out jointly by the District Administration, Irrigation department & Tehsil Municipal Administration against the encroaches in Kalam, Bahrain, Madiyan, Fizzaghatt Area of Swat, Timergara & Naran areas and encroached land has been vacated from the encroachees. Action against the illegal mining, crush plants & marble factories is a regular feature in all the districts.

- **Writ Petition in Peshawar High Court**

A High Court Bench headed by Chief Justice Peshawar High Court is hearing the Writ Petition regarding the environmental degradation of Swat, Panjkora & Kunhar Rivers. Commissioner Malakand & Hazara are the focal person in the Writ Petition with all relevant Administrative Departments party to it.

In order to implement the directions of Peshawar High Court, a Project Steering Committee has been notified headed by Additional Chief Secretary P&D Department Khyber Pakhtunkhwa for the restoration, rehabilitation & revival of rivers to their pre flood 2010 conditions. In its inaugural meeting on 17th May 2022, worthy Additional Chief Secretary P&D Department tasked Sustainable Development Unit (SDU) for the preparation of PC-11 of the ADP Scheme, "F/S and Restoration & Rehabilitation of Rivers related issues in Hazara & Malakand Division" which has been included in ADP 2022-23. The scheme would implement activities which involve Multi Sectoral Development which would help achieve the objectives of restoration, rehabilitation & revival of natural beauty of rivers in Khyber Pakhtunkhwa.

In one of the report submitted by Commissioner Malakand Division in Peshawar High Court, he suggested establishment of River Protection Authority under Irrigation Department on permanent basis having the legal backing, which can oversee illegal river interventions and also ensure the rehabilitation and beautification of the rivers.

- **Specific functions of River Protection Authority**

The Authority would fulfill Provincial Government's commitment to the protection of rivers.

Functions of River Protection Authority include:

- A comprehensive & strategic approach to secure protection of rivers in their natural state.
- Determination of locations along rivers where additional protection is needed.
- Preparation of an inventory of rivers with characteristics (including biodiversity, landscape, cultural, recreational, amenity) to identify priorities for protection.
- Ensure river management mechanisms for the watch and ward of illegal activities like haphazard river bed mining, disposal of sewage and factories effluent in the rivers and erection of encroachments etc.
- Exploration of tourism potential along rivers for boosting the tourism industry and enhancement of revenue for the Provincial Government.
- Develop a surface water management strategy for the rivers.

- Ascertain water quality standards for various rivers.
- Prevention, control and abatement of water pollution in rivers.
- land drainage and flood control, including the maintenance of land drainage and Flood control infrastructure,
- Emergency preparedness for the flood control during the flood events.

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

- a) The selection of consultants will be done in accordance with the procedure laid down in the Guidelines for selection of consultants issued by the KPPRA & (PEC) Pakistan Engineering Council. Weightage of 80% and 20% will be given to the technical and financial proposals respectively while evaluation of the proposals.
- b) Two copies of the Technical Proposal (01 original+01 copy) and 01 copy of Financial Proposal for the Consultancy Services (design review & construction supervision) are required to be submitted in proper book bind form (ring & spiral binding not acceptable). All pages should be numbered.
- c) Technical & Financial Proposal shall be based on 80:20 ratio weightage and should be in separate sealed envelopes individually indicating Original or Copy. The name of the project on each envelope & proposal is essential.
- d) Security deposit and income tax will be deducted as per prevailing Government Rules.
- e) The Technical and Financial Proposals submitted by the consultants will be evaluated according to the criteria for procurement of Consultancy Services as per KPPRA rules by applying the approved weightage of Technical & Financial Proposals as also mentioned in the Data Sheet.
- f) Any observations on the TORs 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 or Financial Proposals.
- g) The Financial Proposals will be opened in presence of bidding consultants /firms or its representative who cares to be present on the indicated dates.
- h) The contract will be governed by the laws and regulations of the Govt of Khyber Pakhtunkhwa.

- i) Consultants shall be responsible for payment of all taxes in respect of personnel and assets with no liability to the Client/ Employer.
- j) 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 in procurements in Irrigation Department Khyber Pakhtunkhwa or even blacklisting.
- k) The consultants shall quote the cost on lump sum basis with breakup and or unit cost of all components of studies, investigations, tests i/c 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.
- l) The consultants shall supervise and verify the activities according to the approved TORs.
- m) 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 study or may enhance the scope of work.
- n) 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.
- o) 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.
- p) The financial bids shall be framed individually for the respective service component of the project.
- q) Consultants shall have to participate in meetings / site visits and shall also make presentation whenever so directed by the client for which no TA / DA boarding lodging other incidental charges for any other claim shall be entertained.
- r) Consultants technical proposals should include the following information as well:
 - i. Year of formation, year of registration of the firm, postal address, E-Mail, telephone/Fax No with name of partners / proprietor and head and branch offices.
 - ii. Registration No & latest renewal certificate issued by the Pakistan Engineering Council.
 - iii. National Tax No. (NTN) with copy of the certificate.

- iv. Affidavit regarding No Litigation Certificate.
- v. Each and every page of the Proposals must be readable, stamped and signed by the Authorized Representative of the firm. The proposals should be properly hard binded & page numbered.
- vi. There shall be index at the start of Technical Proposal.
- vii. Incomplete Proposals/not fulfilling the requirement or received after the due date will not be considered.
- viii. Conditional, optional, incomplete and bid not meeting the Evaluation Criteria shall be considered as “non-Responsive.”
- ix. Guidelines & TORs documents are available on Irrigation Department website.
- x. List / Data sheets of feasibility study and detailed design of similar nature projects viz Rivers flood management, Waste management, Environmental study including river mining and economic development studies, Institutional Reforms of water related organization, Irrigation, Environment, Executive Administration.
- xi. List/data sheets of general studies completed total cost of consultancy services; scope of work with actual services performed by the firm, date of start and expected date of completion individually and/or in a joint venture and **Completion Certificate provided by the client.**
- xii. Only those similar projects will be considered for evaluation for which the scope of services, cost of consultancy services and Completion Certificate provided by the client is mentioned/ produced in data sheet or the firm furnishes evidence to this effect.
- xiii. The experience of the firm includes projects handled by the firm and not by the individual employees of the firm in their personal capacity.
- xiv. List of professional staff and CV's of the key experts (duly signed by them) who will be handling the assignment with names, qualifications, year of passing various degrees and post qualification practical experience. Copies of degrees with transcripts /academic credentials shall be mandatory.
- xv. A comprehensive write-up about approach and methodology, proposed work plan and manning schedule of various experts on a bar chart showing man-months of each expert, their responsibility and total time schedule for completion of the

assignment.

- xvi. Comments (if any) regarding terms of reference designed to improve performance in carrying out the assignment shall be appreciated.
- s) The consultants are required to submit sealed financial proposal for the entire project.
- t) The Financial proposal should be submitted in direct and indirect cost of the Project/Assignment.
- u) The consultant's financial bid / proposal shall be deemed to cover expenses for each and every item of the Scope of Work / TORs. No payment shall be made for any item (s) mentioned in the Scope of work / TORs that the consultants have intentionally or unintentionally presented as conditional, missed or not included in their technical and financial proposal. The consultants shall have to perform the same at their own expenses.
- v) The Department has the right to add, delete or alter any TOR before submission of technical and financial proposals. However, the consultants will be informed about this change (if any) at least before the submission of the proposal.

C. CONDITIONS FOR CONSULTANCY SERVICES

- a) The consultants shall establish Project Manager Office for the project at prescribed location after approval of the client.
- b) All desk work for the feasibility study shall be carried out in the Project Manager's Office duly approved by the client.
- c) Consultants 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.
- d) The consultants except without prior approval of client/consultants shall not sublet the consultancy services or any part thereof to any agency.
- e) In case the consultants without any sound reasons failed to complete the whole /part of assignment according to the agreed schedule the consultants shall be charged at 1% of the respective work order per day upto a maximum of 10% as deemed appropriate by the client.
- f) The client/employer reserves the right for any addition, alteration or amendment in the TORs of the project.
- g) The consultants will provide undertaking that the key staff engaged on the project would

not be employed on any project during the currency of the agreement and according to manning schedule. However, in case of unavoidable circumstances approval for proposed replacement staff may be obtained for the client.

- h) Original signed CVs of the proposed personnel indicating contact number and postal address along with the availability certificate of the personnel for the project/ component shall be annexed in the technical proposal. Moreover, the CVs of the proposed personnel must clearly show general experience, relevant experience & projects undertaken by them.
- i) In support of experience of firm, the consultants shall furnish letter from the Department for award and completion documents for each completed consultancy claimed as experience. Consultancy cost of the project & share of the competing consultant in case of JV must be given in project proforma. Absence of the above information may affect the evaluation of the bid.
- j) 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.
- k) The employer reserves the rights to remove any key personnel or support staff and it would be binding on the consultants to provide appropriate replacement.
- l) Backup data of all design calculations shall be provided to the employer.
- m) In case of JV correspondence will only be made with the Lead Firm and with Project Manager who will be responsible for all the obligations covered in the contract.
- n) In case of JV payment will be made in the name of JV or as agreed between the firm and client in written.
- o) In case of default of the consultants in carrying out any activity within schedule time, the employer shall be entitled to employ and pay other person to carry out the same task. The employer may deduct the expenditure accrued on the activity due or become due upon the consultants after notification by the engineer with the approval of the client/employer.
- p) No activity shall be commenced without the approval is obtained from the Competent Authority /Client.
- q) The consultants shall assist the concerned field formation of the Department during field

visits.

D. TERMS OF REFERENCE/ SCOPE OF WORK

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

Examining the existing river protection laws with reference to their implementation, actualization of pending actions, any amendment required towards improvement.

- a) Framing a co-ordination mechanism at strategic, tactical and operation level for river protection including its requirements of drinking water, irrigation, commercial and sports, fishing, recreation, potential for economic development including mining but with a balance tilted towards environmental protection.
- b) Formal re-determination of rivers and their tributaries, bringing out land zoning and planning and clear identification of encroachment for action.
- c) Consideration of creation of a formal Authority and its contours, if required.
- d) To prepare and submit working paper and periodical report and periodical report for time to time as required to client.
- e) Any other task to be assigned with regards to study as assigned by the client during the course of study.

E. REPORTING AND DOCUMENTATION

- a) Preparation and submission of Inception Report (10 copies).
- b) Submission of Monthly Progress report (20 copies)
- c) Submission of Hydrological report (15 copies)
- d) Submission of Environmental report (15 copies)
- e) Submission of Draft Feasibility report (30 copies)
- f) Submission of Final Feasibility report (30 copies)
- g) Submission of PC-1 Proforma (30 copies)

F. PROBABLE MAN MONTHS FOR DESIGN REVIEW AND CONSTRUCTION SUPERVISION ACTIVITIES

Probable man months for Design Review and Construction Supervision activities are annexed.

G. QUALIFICATION AND EXPERIENCE OF CONSULTANT'S 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.

a) Project Manager:

- Should have Master degree in Civil / Water Resources Engineering from a recognized university.
- Should be able to lead the team of consultants and assist the Department in timely completion of the services with quality outputs.
- Should have expertise in Organization Management.
- Should have at least Overall experience of 10-years with 5-years in Feasibility study/Detailed design related activities and 5-years as Team Leader/Project Manager for the Projects.

b) River Engineering Expert

- Should have Master degree in Water Resources Engg: from a recognized university.
- Should have at least overall experience of 10-years with 5-years' experience in hydrological and sedimentation assessment etc.

c) Environmentalist

- Should have Master degree in Environmental Engineering/Environmental Sciences from a recognized university.
- Should have at least overall experience of 10-years with 5-years' experience as Environmentalist in similar nature projects.

d) Senior Design Engineer (Hydraulic Structure)

- Should have Master Degree in Hydraulics Engineering/Water Resources Engineering from a recognized university.
- Should have at least overall experience of 10-years with 5-years' experience as Hydraulic Engineer in similar nature projects.

e) Economist

- Should have a Master Degree in Economics from a recognized university.
- Should have at least overall experience of 10-years with 5-years' experience as Economist in similar nature projects.

Name of Work: F/S and Restoration & Rehabilitation of Rivers related issues in Hazara & Malakand Division (ADP No 1102/210417).

Sub Work: Feasibility Study for the identification of impediments, river related issues i/c Remedies & Establishment of River Protection Authority in Hazara and Malakand Division.

Abstract of Cost		
S.No	Cost Component	Amount (PKR)
1	Remuneration	
2	Direct Cost	
Total Cost		
Total Cost (in million)		

Name of Work: F/S and Restoration & Rehabilitation of Rivers related issues in Hazara & Malakand Division (ADP No 1102/210417).

Sub Work: Feasibility Study for the identification of impediments, river related issues i/c Remedies & Establishment of River Protection Authority in Hazara & Malakand Division.

Break Up of Remuneration

S.No.	Name of Staff	Nos.	Position Staff Months	Monthly Billing Rate (PKR)	Amount (PKR)
A. Key Staff					
1	Project Manager	1	9.00		
2	River Engineering Expert	1	4.00		
3	Environmentalist	1	3.00		
4	Senior Design Engineer (Hydraulic Structure)	1	4.00		
5	Economist	1	2.00		
5	Organisation Expert	1	3.00		
Sub Total (A)			25.00		
B- Non Key Staff					
1	Assistant Project Manager	1	9.00		
2	Legal expert	1	3.00		
3	GIS Expert	1	4.00		
4	Mining Engineer	1	4.00		
5	Geologist	1	3.00		
6	Hydrologist	1	3.00		
7	Geotechnical Engineer	1	4.00		
8	Junior Engineer	3	8.00		

9	Surveyor	3	6.00		
10	Lab. Technician	1	3.00		
11	Quantity Surveyor	1	6.00		
12	AutoCAD Expert	1	8.00		
13	Revenue Expert	1	6.00		
14	Patwari	3	6.00		
15	Computer Operator	1	9.00		
16	Survey Helper	6	6.00		
17	Office Boy	2	9.00		
18	Chawkidar	2	9.00		
Sub Total (B)			194.00		
					Total (A+B)

Name of Work: F/S and Restoration & Rehabilitation of Rivers related issues in Hazara & Malakand Division (ADP No 1102/210417).

Sub Work: Feasibility Study for the identification of impediments, river related issues i/c Remedies & Establishment of River Protection Authority in Hazara & Malakand Division.

Break Up of Direct Cost

S.No.	Name of Staff	Nos.	Months	Monthly Billing Rate (PKR)	Amount (PKR)
A. Project Manager & Field Offices					
1	Project Manager Office (furnished) rent and utility charges.	1	9.00		
2	Field Office (furnished) rent and utility charges	1	9.00		
3	Computers, printers & equipments etc L.S	1	1.00		
4	Miscellaneous Charges of Offices	2	9.00		
5	Stationery & printing etc.	2	9.00		
Sub Total (A)			55.00		
B. Logistics					
1	Logistic & other Support i/c Vehicles and its Operation and maintenance cost	2	9.00		
Sub Total (B)			18.00		
C. Lab. Testing Charges					
1	Lab Charges L.S	1	1.00		
Sub Total (C)			1.00		
Total (A+B+C)					

Name of Work: F/S and Restoration & Rehabilitation of Rivers related issues in Hazara & Malakand Division (ADP No 1102/210417).

Sub Work: Feasibility Study for the identification of impediments, river related issues i/c Remedies & Establishment of River Protection Authority in Hazara & Malakand Division.

S. No	Activity	Payment Schedule
1	Establishment of Office	@15% of Contract Cost
2	Preparation and submission of Inception Report	@10% of Contract Cost
3	Submission of Hydrological report	@10% of Contract Cost
4	Submission of Environmental report	@10% of Contract Cost
5	Submission of Draft Feasibility report	@15% of Contract Cost
6	Submission of Final Feasibility report	@20% of Contract Cost
7	Submission of PC-1 Proforma	@20% of Contract Cost

Section 6

CONDITIONS OF CONTRACTS