



PAKISTAN

WATER & POWER DEVELOPMENT AUTHORITY

Telephone: (042) 99202717
Fax: (042) 99202722
Email: gmhydroplanning@gmail.com

General Manager (Hydro) Planning
WAPDA, Sunny View Estate,
Kashmir Road, Lahore

No. GM(H)/D(D)/688/2022/10158-62 Date 03-06-22

Director General,
Public Procurement Regulatory Authority,
1st Floor FBC Building near State Bank of Pakistan,
Sector G-5/2, Islamabad.

Subject: **PROCUREMENT OF CONSULTANCY SERVICES FOR DETAILED
ENGINEERING DESIGN, PREPARATION OF BIDDING DOCUMENTS
AND PC-I OF CHINIOT DAM PROJECT**

ANNOUNCEMENT OF EVALUATION REPORT (PPRA RULE-35)

Subsequent upon approval of competent authority, kindly find attached duly filled and signed evaluation report along with Bid Evaluation Criteria (**Annexure-I**), pertaining to the procurement of subject Contract in view of PPRA Rule-35 for uploading on PPRA's website at the earliest, please.

DA/As above

(Nazakat Hussain)
Chief Engineer - I (Hydro) Planning

3/6/22

Copy to:

1. General Manager (C&M), Water, WAPDA, Wapda House, Lahore
2. General Manager (CCC) WAPDA, Wapda House, Lahore
3. Additional Director General (PRD), G-32 Wapda House, Lahore.
4. SO to Member (Water) WAPDA, Wapda House, Lahore

**Evaluation Report
(As Per PPRA Rules, 2004)**

1	Name of Procuring Agency	Pakistan Water and Power Development Authority - (WAPDA)
2	Method of Procurement	International Competitive Bidding (Single Stage- Two Envelope Procedure)
3	Title of Procurement	Consulting Services of Detailed Engineering Design, Preparation of Bidding Documents and PC-I of Chiniot Dam Project
4	Tender Inquiry No.	PRD(L)/WAPDA/068(2021-22)
5	PPRA Ref. No. (TSE)	TS459700E
6	Date & Time of Bid Closing	1100 Hours on 01.11.2021
7	No. of Bids Received	08
8	Date & Time of Financial Bid Opening	1130 Hours on 29.03.2022
9	Criteria for Bid Evaluation	Criteria for Bid Evaluation is attached as Annexure-II .
10	Details for Bid(s) Evaluation	As mentioned below.

Name of Bidder	Marks			Evaluated Cost (EC)* (Eq. PKR)	Rule/Regulation/ SBD**/Policy/Basic for Rejection/ Acceptance as per Rule 35 of PP Rules, 2004
	Technical (St) (if applicable)	Financial (Sf) (if applicable)	Combined Score (Stx80% + Sfx20%)		
M/s NESPAK	83.75	95.17	86.03	215,869,170	Highest/Top Ranked Proposal (PP Rule 3B (ii) (c-iii) & 9(4) of 2010)
M/s BERKELEY	79.22	99.67	83.31	206,116,500	2 nd Ranked
M/s ACE	79.02	76.92	78.60	267,095,154	4 th Ranked
M/s BAK	75.37	100.00	80.30	205,446,996	3 rd Ranked

*EC is the Evaluated Cost used for evaluation purpose and includes only the cost of competitive component (i.e., Remuneration and Direct Non-Salary Cost) and is exclusive of Provisional Sum, Indirect Taxes and cost of WAPDA counter staff.

**Standard Bidding Documents (SBD)

Top Ranked Bidder: **M/s NESPAK (Lead Firm) with M/s PES, M/s BARQAAB and M/s DOLSAR as JV Partners**

1. Any other additional/ supporting information, the procuring agency may like to share: The Procurement was carried out in line with Public Procurement Rules and Regulations. The bidding was done on QCBS method with 80:20 Technical to Financial Proposal Ratio. The Contract will be awarded to Top Ranked JV.

Signature:

Official Stamp:

(Nazakat Hussain)
Chief Engineer-I (Hydro) Planning
WAPDA, Sunny View, Lahore.

**PAKISTAN
WATER AND POWER DEVELOPMENT AUTHORITY**



CHINIOT DAM PROJECT

REQUEST FOR PROPOSALS

FOR

PROCUREMENT OF CONSULTANCY SERVICES FOR

**“DETAILED ENGINEERING DESIGN,
PREPARATION OF BIDDING DOCUMENTS
AND PC-I”**

GENERAL MANAGER (HYDRO) PLANNING

WAPDA, SUNNY VIEW ESTATE, LAHORE ☎ 99202717 📠 99202722

SEPTEMBER 2021

TABLE OF CLAUSES	Page No.
PART I	1
Section 1. Letter of Invitation	1
Section 2. Instructions to Consultants and Data Sheet	3
A. General Provisions	3
1. Definitions.....	3
2. Introduction.....	4
3. Conflict of Interest	5
4. Unfair Competitive Advantage	6
5. Corrupt and Fraudulent Practices.....	6
6. Eligibility	6
B. Preparation of Proposals	7
7. General Considerations	7
8. Cost of Preparation of Proposal	8
9. Language.....	8
10. Documents Comprising the Proposal.....	8
11. Only One Proposal	8
12. Proposal Validity	8
13. Clarification and Amendment of RFP	9
14. Preparation of Proposals – Specific Considerations	10
15. Technical Proposal Format and Content.....	10
16. Financial Proposal.....	11
C. Submission, Opening and Evaluation	11
17. Submission, Sealing, and Marking of Proposals	11
18. Confidentiality	12
19. Opening of Technical Proposals	13
20. Proposals Evaluation.....	13
21. Evaluation of Technical Proposals.....	13
22. Financial Proposals for QBS.....	14
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) ...	14
24. Correction of Errors	14
25. Taxes	15
26. Conversion to Single Currency	15
27. Combined Quality and Cost Evaluation	15
D. Negotiations and Award	15
28. Negotiations	15
29. Conclusion of Negotiations.....	17
30. Award of Contract.....	17
E. Data Sheet	18

Section 3. Technical Proposal – Standard Forms	26
Checklist of Required Forms	26
Form TECH-1	27
Form TECH-2	29
Form TECH-4	32
Form TECH-5	33
Form TECH-6	34
Section 4. Financial Proposal - Standard Forms	37
Section 5. Eligible Countries	47
Section 6. Corrupt and Fraudulent Practices/ Integrity Pact	48
Section 7. Terms of Reference	49
1 Introduction.....	49
2 Mode of Implementation / Organization of Study	49
3 Background Information.....	50
4 Objectives and Standards of the Consultancy Services	50
5 Scope of Work of Proposed Studies	53
6 Staff Inputs (Consultants)	66
7 Man Months Required:	67
8 Additional Services	68
9 Reporting Requirements and Time Schedule for Deliverables.....	69
PART II	75
Section 8. Conditions of Contract and Contract Forms	75
I. Time-Based Form of Contract	76
II. General Conditions of Contract	82
III. Special Conditions of Contract	99
IV. Appendices.....	109

PART I

Section 1. Letter of Invitation

Letter Ref No. _____ **Dated:** _____

Name and Address of Consultant/ Joint Venture (JV)

Subject: Request for Proposal for Detailed Engineering Design, Preparation of Bidding Documents and PC-I of Chiniot Dam Project

Dear Mr./Ms.: _____:

1. Pakistan Water and Power Development Authority (WAPDA) has received financing from the Government of Pakistan toward the cost of Detailed Engineering Design, Preparation of Bidding Documents and PC-I of Chiniot Dam Project. WAPDA intends to apply a portion of the proceeds of this fund to eligible payments under the contract for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"):

"Detailed Engineering Design, Preparation of Bidding Documents and PC-I of Chiniot Dam Project."

More details on the Services are provided in the Terms of Reference (Section 7).

3. A firm will be selected under QCBS (80:20) procedures and in a Full Technical Proposal (FTP) format as described in this RFP.
4. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal (FTP) - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Eligible Countries
- Section 6 - Corrupt and Fraudulent Practices / Integrity Pact
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Time-Based)

5. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Muhammad Abid Sheikh
General Manager (Hydro Planning)
WAPDA, Lahore.

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate ()” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the Client’s country governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (h) “Day” means a calendar day.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (j) “Government” means the government of the Client’s Country.
- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant 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 Client for the performance of the Contract.

- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (n) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (q) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (r) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Client.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

- a. Conflicting activities**
- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b. Conflicting assignments**
- (ii) 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 Consultant for the same or for another Client.
- c. Conflicting relationships**
- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Government (or of the Client, or of implementing agency, who are directly or indirectly

involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.

6. Eligibility

6.1 The Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Client-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual debarred / blacklisted by the PPRA / PEC shall be ineligible to be awarded a contract, or to benefit from a contract, financially or otherwise, during such period of time as the Client shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so, indicated in Section 5 (Eligible Countries)

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Client's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

6.3.4 Government officials and civil servants of the Client's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Client's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring.

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Client's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

-
- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 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.
- 12.3 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 disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

- a. **Extension of Validity Period** 12.4 The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. **Substitution of Key Experts at Validity Extension** 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
- c. **Sub-Contracting** 12.9 The Consultant shall not subcontract the whole of the Services.
13. **Clarification and Amendment of RFP** 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all interested Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data**

Sheet and using the Standard Forms provided in Section 3 of the RFP.

- 16. Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- a. Price Adjustment**
- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so, stated in the **Data Sheet**.
- b. Taxes**
- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal**
- 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment**
- 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.

17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation

of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Client's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

- 22. Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals.
- 24. Correction of Errors**
- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- a. Time-Based Contracts**
- 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount

derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- b. Lump-Sum Contracts** 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
- 25. Taxes** 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
- c. Least-Cost Selection** 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

- 28. Negotiations** 28.1 The negotiations will be held at the date and address

indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying

remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations, the Client shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other Consultants.

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

Instructions to Consultants

E. Data Sheet

ITC Clause Reference	
	A. General
1(b)	Replaced as follows: “Applicable Guidelines” means the policies / Guidelines of Pakistan Engineering Council (PEC) and Public Procurement Regulatory Authority (PPRA) governing the selection of Consultants and Contract award process as set forth in this RFP.
1 (c)	Islamic Republic of Pakistan
2.1	Name of the Client: PAKISTAN WATER AND POWER DEVELOPMENT AUTHORITY (WAPDA) Method of Selection: Quality and Cost Based Selection (QCBS - 80:20) through single stage two envelope procedure.
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes (In separate envelopes, marked accordingly). The name of the assignment is: Consultancy Services for Detailed Engineering Design, Preparation of Bidding Documents and PC-I of Chiniot Dam Project.
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: <u>27 September, 2021</u> Time: 1100 hours Address: Office of General Manager (Hydro) Planning, WAPDA, Sunny View Estate, Kashmir Road Lahore, Pakistan Telephone: (+92-42) 99202717 Facsimile: (+92-42) 99202722 Email: gmhydroplanning@gmail.com, directordesignhp@gmail.com
2.4	The Client will provide the following, project data, reports, etc. to facilitate the preparation of the proposal: I. Feasibility Study of Chiniot Dam Project (2018) Note: Above report is available in the office of Hydro Planning, Sunny View Estate, Kashmir Road, Lahore, for reference & photocopy.
4.1	N/A

ITC Clause Reference	
6.3.1	Any firm found debarred by the Pakistan Engineering Council / Government Departments or on any other WAPDA project shall be ineligible for award of Contract.
B. Preparation of Proposals	
9.1	This RFP has been issued in English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	<p>The Proposal shall comprise the following:</p> <p style="text-align: center;"><u>FULL TECHNICAL PROPOSAL (FTP):</u></p> <p style="text-align: center;">1st Inner Envelope with the Technical Proposal:</p> <p style="text-align: center;">(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">2nd Inner Envelope with the Financial Proposal:</p> <p style="text-align: center;">(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking</p>
10.2	Statement of Undertaking is required Yes
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible No
12.1	Proposals must remain valid for 180 calendar days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 14 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: Chief Engineer-I (Hydro) Planning, WAPDA Address: Sunny View Estate, Kashmir Road, Lahore Telephone: (+92-42) 99203489, 99201259 Facsimile: (+92-42) 99202793 Email: directordesignhp@gmail.com</p>

ITC Clause Reference	
14.1.1	N / A
14.1.2	<p>Estimated Key Experts time-input: 112 Man Months Estimated Non Key Experts time-input: 388 Man Months Total Estimated Key Experts & Non Key Experts time-input: 500 Man Months Consultants should include 10 Man-Months input of Foreign experts as per given in TOR and point system for the evaluation.</p>
14.1.3 for time-based contracts only	<p>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of 112 person-months.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. In addition, non key experts would be proposed as necessary for the assignment. Estimated key experts input and non key experts input is indicative and the firms are encouraged to determine their own level of effort linked to their proposed methodology.</p>
14.1.4 and 27.2	Not Applicable
15.2	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<ol style="list-style-type: none"> 1) A Per diem allowance, including hotel, for experts for everyday of absence from home office for the purposes of the services. 2) Cost of travel by the most appropriate means of transport and the most direct practicable route; 3) Cost of office accommodation; 4) Communications costs; 5) Cost of purchase or rent or freight of any equipment required to be purchased by the Consultants for the project; 6) Cost of reports production (including printing) and delivering to the Client; 7) Other allowances where applicable and provisional or fixed sums (if any).
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>

ITC Clause Reference	
16.3	<p>Add the followings text at the end of paragraph:</p> <p>All the taxes payable by the Consultants, Sub-consultants and Experts under the contract as per applicable law of land shall be dealt with as per followings:</p> <p>a. Local direct taxes: For the purpose of Direct Taxes. It may be amended as under:</p> <p>It is implied that the applicant (Consultant) has taken all the risks and returns into account while submitting the proposed price. The employer shall not be responsible for any present or future direct taxes (Income Tax/Corporate Tax, WHT, Turnover Tax, Super Tax etc) payable by the applicant (Consultant), sub-consultants, experts and his/her other employees.</p> <p>b. Local indirect taxes, duties, levies etc.: All local indirect taxes, i.e., Provincial Sales Tax (PST), duties, levies, other charges or similar taxes levied on the Consultant’s invoice, prevailing at the date twenty eight (28) days prior to the date of bid submission in the country where the site is located will be shown each as a separate line item at the end of Summary of cost and will be reimbursed/withheld by the Employer as per the Law of Land. However, Consultant’s entitlement for reimbursement will be limited to output Sale Tax (after adjustment of all legally admissible input Sales Tax) borne by the Consultant, supported by its the Sale Tax Return submitted with Provincial and/or Federal tax authority.</p> <p>Information on the Consultant’s tax obligations in the Client ‘s country can be found from websites of Provincial Revenue Authorities and Federal Board of Revenue, Pakistan/AJK as the case may be.</p>
16.4	<p>The Financial Proposal shall be stated in the following currency:</p> <p>Consultant may express the price for their services in any fully convertible currency, singly or in combination of upto three foreign currencies.</p> <p>The financial proposal should state local costs in the Client’s country currency (local currency i.e., PKR): Yes</p>
16.5	<p>Replaced as follows:</p> <p>All the payments related to these services shall be made in Pak Rupees only.</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and Five (05) copies;</p> <p>(b) Financial Proposal: one (1) original.</p>

ITC Clause Reference															
17.7 and 17.9	<p>The Proposals must be submitted no later than: Date: 21 October, 2021</p> <p>Time:1100 hours</p> <hr/> <p>The Proposal submission address is: Office of General Manager (HRM), WAPDA 228-Wapda House, Lahore. Telephone: (+92-42) 99202631 Facsimile: (+92-42) 99202795 Email: gmpndwater@gmail.com</p>														
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening of Technical Proposals shall take place at:</p> <p>Office of General Manager (HRM), WAPDA 228-Wapda House, Lahore. Telephone: (+92-42) 99202631 Facsimile: (+92-42) 99202795 Email: Email: gmpndwater@gmail.com</p> <p>Date: same as the submission deadline indicated in 17.7. Time:1130 hours</p>														
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals.</p> <p>N/A</p>														
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 20%; text-align: right;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant (as a firm) related to the Assignment:</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td colspan="2">Detailed Engineering Design and Preparation of Bidding Documents of Dams/ Barrage and Hydropower Projects completed in last 10 years</td> </tr> <tr> <td colspan="2">Firms/JVs having specific experience of two (02) projects each in following categories during the last 10 years will obtain full marks. Otherwise, marks will be given as per given below;</td> </tr> <tr> <td style="padding-left: 20px;">a) Detailed Engineering Design of Barrage / Dam of height equal to or more than 8 m</td> <td style="text-align: right;">13</td> </tr> <tr> <td style="padding-left: 20px;">b) Detailed Engineering Design of Hydropower Project of capacity of equal to more than 50 MW</td> <td style="text-align: right;">13</td> </tr> <tr> <td style="padding-left: 20px;">c) Preparation of Bidding Documents of Barrage / Dam / Hydropower Projects</td> <td style="text-align: right;">04</td> </tr> </tbody> </table>		Points	(i) Specific experience of the Consultant (as a firm) related to the Assignment:	[30]	Detailed Engineering Design and Preparation of Bidding Documents of Dams/ Barrage and Hydropower Projects completed in last 10 years		Firms/JVs having specific experience of two (02) projects each in following categories during the last 10 years will obtain full marks. Otherwise, marks will be given as per given below;		a) Detailed Engineering Design of Barrage / Dam of height equal to or more than 8 m	13	b) Detailed Engineering Design of Hydropower Project of capacity of equal to more than 50 MW	13	c) Preparation of Bidding Documents of Barrage / Dam / Hydropower Projects	04
	Points														
(i) Specific experience of the Consultant (as a firm) related to the Assignment:	[30]														
Detailed Engineering Design and Preparation of Bidding Documents of Dams/ Barrage and Hydropower Projects completed in last 10 years															
Firms/JVs having specific experience of two (02) projects each in following categories during the last 10 years will obtain full marks. Otherwise, marks will be given as per given below;															
a) Detailed Engineering Design of Barrage / Dam of height equal to or more than 8 m	13														
b) Detailed Engineering Design of Hydropower Project of capacity of equal to more than 50 MW	13														
c) Preparation of Bidding Documents of Barrage / Dam / Hydropower Projects	04														

ITC Clause Reference																																																					
	<table border="1"> <thead> <tr> <th>No. of Project(s)</th> <th>%age Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">60</td> </tr> <tr> <td style="text-align: center;">2 or more</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>	No. of Project(s)	%age Marks	1	60	2 or more	100																																														
No. of Project(s)	%age Marks																																																				
1	60																																																				
2 or more	100																																																				
	<p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [15]</p> <p style="margin-left: 40px;">a) Technical approach and methodology 10</p> <p style="margin-left: 40px;">b) Work Plan 03</p> <p style="margin-left: 40px;">c) Organization and staffing 02</p> <p><i>{Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) Key Experts' qualifications and competence for the Assignment:</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. #</th> <th style="text-align: center;">Key Experts</th> <th style="text-align: center;">Weightage</th> <th style="text-align: center;">Man Months</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Project Manager / Team Leader</td> <td style="text-align: center;">8</td> <td style="text-align: center;">18</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Expert (Geotechnical) (Foreign)*</td> <td style="text-align: center;">6</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Expert (Hydraulic Design) (Foreign)*</td> <td style="text-align: center;">5</td> <td style="text-align: center;">5</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Expert (Dam / Dyke Design)</td> <td style="text-align: center;">6</td> <td style="text-align: center;">12</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Expert (Hydrology & Sedimentation)</td> <td style="text-align: center;">5</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Expert (Structural Design)</td> <td style="text-align: center;">4</td> <td style="text-align: center;">12</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Expert (Hydropower)</td> <td style="text-align: center;">5</td> <td style="text-align: center;">12</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Expert (Electrical)</td> <td style="text-align: center;">4</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Expert (Mechanical)</td> <td style="text-align: center;">5</td> <td style="text-align: center;">12</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Expert (Environment)</td> <td style="text-align: center;">4</td> <td style="text-align: center;">12</td> </tr> <tr> <td style="text-align: center;">11</td> <td>Expert (Contracts)</td> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total:</td> <td style="text-align: center;">55</td> <td style="text-align: center;">112</td> </tr> </tbody> </table> <p style="text-align: right;">Total points for criterion (iii): [55]</p> <p>* Expert from Developed Country</p> <p>Required qualification and experience of Key Experts are provided in Term of Reference (TOR).</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p style="margin-left: 40px;">1) General qualifications (Bachelor, Masters and PhD): [20%] Basic requirements of education: 15% Higher than required education: 5%</p>	Sr. #	Key Experts	Weightage	Man Months	1	Project Manager / Team Leader	8	18	2	Expert (Geotechnical) (Foreign)*	6	5	3	Expert (Hydraulic Design) (Foreign)*	5	5	4	Expert (Dam / Dyke Design)	6	12	5	Expert (Hydrology & Sedimentation)	5	10	6	Expert (Structural Design)	4	12	7	Expert (Hydropower)	5	12	8	Expert (Electrical)	4	10	9	Expert (Mechanical)	5	12	10	Expert (Environment)	4	12	11	Expert (Contracts)	3	4	Total:		55	112
Sr. #	Key Experts	Weightage	Man Months																																																		
1	Project Manager / Team Leader	8	18																																																		
2	Expert (Geotechnical) (Foreign)*	6	5																																																		
3	Expert (Hydraulic Design) (Foreign)*	5	5																																																		
4	Expert (Dam / Dyke Design)	6	12																																																		
5	Expert (Hydrology & Sedimentation)	5	10																																																		
6	Expert (Structural Design)	4	12																																																		
7	Expert (Hydropower)	5	12																																																		
8	Expert (Electrical)	4	10																																																		
9	Expert (Mechanical)	5	12																																																		
10	Expert (Environment)	4	12																																																		
11	Expert (Contracts)	3	4																																																		
Total:		55	112																																																		

ITC Clause Reference	
	<p>2) Adequacy for the Assignment (General Experience, Experience in sector / similar assignments / position): [75%]</p> <p>Overall General experience: 15%</p> <p>Specific experience: 35%</p> <p>Specific experience of working in specific position: 25%</p> <p>3) Status with the firm: [05%]</p> <p>Full points for permanent otherwise NO points. 05%</p> <p>Total weight: [100%]</p> <p style="text-align: right;">Total points for the three criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 75</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. All the experts of the level of Principal / Chief and above should be nominated by name in the proposal. 2. Age limit of Consultant Staff required to work in the field should be restricted to seventy (70) years of age. However, for those staff who are nominated purely for office / desk job, the age limit should be restricted to 75 (Seventy-Five) years. 3. For the purpose of evaluation of technical proposals, “Permanent Status” means that the staff employed by the firm continuously for the last two years 4. Appointment letters of Key Experts need to be provided with technical proposals or verifiable supported documents to confirm the status with respective firm. 5. The key experts of Consultants must be proficient in written and spoken English. 6. Experience of the key expert will be evaluated on pro-rata basis in case period of experience is found shorter than required. 7. The key expert shall be rejected by giving zero marks if not having basic education though he has the required experience.
23.1	<p>An online option of the opening of the Financial Proposals is offered: No</p>
25.1	<p>The word “taxes” in the 2nd line is deleted and replaced with “direct taxes”.</p>
26.1	<p>The single currency for conversion of all prices expressed in various currencies in to a single one is Rupees.</p> <p>The official source of selling (exchange) rate is State Bank of Pakistan. The date of exchange rate is 28 days prior to the proposal submission date.</p>

ITC Clause Reference	
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% and P = 20%</p> <p>Proposals are 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) as following: S = St x T% + Sf x P%.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: <u>February 2022</u></p> <p>Address: Office of General Manager (Hydro) Planning, WAPDA, Sunny View Estate, Kashmir Road, Lahore.</p>
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</p> <p>www.ppra.org.pk, www.wapda.gov.pk</p> <p>The publication will be done within fifteen (15) days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services:</p> <p>Date: March 2022 at: Lahore.</p>

REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES FOR DETAILED ENGINEERING DESIGN, PREPARATION OF BIDDING DOCUMENTS AND PC-I OF CHINIOT DAM PROJECT

AMENDMENT NO. 01

Sr. No.	Clause Reference	Page No.	Amendment
1.	Section 2: Data Sheet ITC Clause Reference 16.2	20	The existing clause is amended as follow: A price adjustment provision applies to remuneration rates: Price adjustment shall be dealt as per provisions of draft contract agreement (Section - 8)
2.	Section 2: Data Sheet ITC Clause Reference 17.7	22	The existing sub-clause is amended as follow: The proposal must be submitted no later than: Date: 01st November, 2021 Time: 1100 hours
3.	Section 2: Data Sheet ITC Clause Reference 25.1	24	The existing clause is amended as follow: The word "taxes" in the 2 nd line is deleted and replaced with "indirect taxes".
4.	Section 8: III: Special Conditions of Contract, Clause 3.5, Other Insurances to be taken out by the Consultants	103	The text after e(III) is amended as follows: The Consultants are allowed to arrange all insurance policies relating to the contract from private sector insurance market of Pakistan including M/s NICL. However, the selection of insurance companies will be based on the credibility of minimum rating "A" and financial health comparable with the size of the project backed by proper re-insurance of international insurance companies as applicable.
5.	Section 8: III: Special Conditions of Contract, Clause 6.2(a), Remuneration and Reimbursable Direct Costs (Non-Salary Costs)	105	The clause is amended as follows: Payments for remuneration made in accordance with Sub Clause 6.2(a) shall be adjusted as follows: - (i) Remuneration in foreign currency pursuant to the rates set forth in Appendix-D shall be adjusted after every 12 months (and, the first time, with effect from the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula: $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ Where R_f is the adjusted remuneration, R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix-D for remuneration payable in foreign currency, I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract. (ii) Remuneration in local currency pursuant to the billing rates set forth in Appendix-E for each person shall be adjusted in July of every year (and, for the first time, with effect for the remuneration earned in the July following submission of financial proposal) by applying the following formula: $RI = R_{io} \times II/II_o$ Where RI is the adjusted billing rate, R_{io} is the billing rate set forth in Appendix-E as on July (i.e., the year in which the Consultants submitted its financial proposal to the Client). II is the National Consumer Price Index (N-CPI) "General" as published by the Pakistan Bureau of Statistics, Government of Pakistan for the month of July for which the adjustment is to have effect, and II_o is the National Consumer Price Index (N-CPI) "General" as published by the Pakistan Bureau of Statistics Government of Pakistan for the month of July (i.e., the Year in which the Consultants submitted its financial proposal to the Client).

Sr. No.	Clause Reference	Page No.	Amendment
6.	Section 8: III: Special Conditions of Contract, Clause 6.4 (a) (iv).: Mode of Billing and Payment	107	The existing sub clause 6.4(a)-iv of SCC stands deleted.