



WATER AND SANITATION SERVICES PESHAWAR

REQUEST FOR PROPOSAL (RFP)

Appointment of Consultants

FOR

**“FEASIBILITY STUDY TO REHABILITATE
WASTEWATER TREATMENT PLANTS IN PESHAWAR &
DIVISIONAL HEADQUARTERS OF KHYBER
PAKHTUNKHWA”**

UNDER ADP SCHEME NO 2176/ 180536 (2020-21)

NAME OF SUB WORK:

Consultancy Services for Feasibility Study of sewage Treatment Plants constructed under SUDP or ADP in divisional headquarters of

- Peshawar
- Kohat
- Bannu

No: WSSP/PMER/23-10/2020

**GENERAL MANAGER (PMER)
WATER & SANITATION SERVICES PESHAWAR
Plot # 33, Street No. 13, Sector E-8, Phase-VII, Hayatabad
Office Ph # 091-9217724**

Section 1: Letter of Invitation

Letter No: _____

Date: _____

M/s

SUBJECT: LETTER OF INVITATION

Dear Mr./Ms.:

1. The **GENERAL MANAGER PMER, WSSP** invites proposals to provide the following consulting services for the **“CONSULTANCY SERVICES REHABILITATION OF SEWERAGE TREATMENT PLANTS IN PESHAWAR & DIVISIONAL HEADQUARTERS” UNDER ADP SCHEME NO 2176 / 180536 (2020-21)”**

Name of Work: Consultancy Services for Feasibility Study of Rehabilitation of Sewage Treatment Plants constructed under SUDP or ADP in divisional Headquarters of

- Peshawar
- Kohat
- Bannu

2. This Request for Proposal (RFP) has been addressed to the following shortlisted Consultants:

All registered consultants with Pakistan Engineering council having project profile code 1204 and relevant experience in the job.

It is not permissible to transfer this invitation to any other firm.

3. The Consultant will be selected under the Selection Method: **Quality and Cost Based Selection (OCBS)** and procedures described in this RFP, in accordance with the policies of the Government of Pakistan.
4. The RFP includes the following additional documents:
 - 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 – Special Conditions

5. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.
6. Firms should submit details of 3 to 5 Nos. of their most relevant same kind of assignments for technical evaluation using the prescribed format. i.e *Consultancy Services for Feasibility Study and Rehabilitation of Sewage Treatment Plants.*
7. **CVs and Salary pay slips for the last 1 years of key personnel corresponding to the list given in the TORs will be provided to indicate that they are the employees of the same Consultants for the similar position.**
8. Please inform us in writing about the following upon receipt of this letter:
 - a) that you received the Letter of Invitation; and
 - b) whether you will submit a proposal alone or in association.

This information should be sent to the following address:

GENERAL MANAGER PMER

WATER & SANITATION SERVICES PESHAWAR

Plot # 33, Street No. 13, Sector E-8, Phase-VII, Hayatabad

Office Ph # 091-9217724

If no acknowledgment is received, it will be presumed that you are not interested in undertaking the assignment.

9. Firms should submit Technical and Financial proposal in separate sealed envelopes upto **17/ 11/2020** till 11:00 am and the technical proposal shall be opened on same day at 11:30 am, Venue: WSSP Conference Room.
10. The Client reserves the right to accept or reject any or all proposals with cogent reason which will be provided on request.

Yours sincerely,

**GENERAL MANAGER PMER,
Water & Sanitation Services Peshawar**

Section 2: Instructions to Consultants

Definitions

- (a) “Agreement” means the Agreement signed by the Parties and all the attached documents.
- (b) “Client” means the organization with which the selected Consultant signs the Agreement for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Agreement.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of the Pakistan and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- (g) “Instructions to Consultants” means the document, which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the shortlisted Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.
- (l) “Services” means the work to be performed by the Consultant pursuant to the Agreement.
- (m) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (n) “Sub-Consultant” means any person or entity with whom the Consultant sub-agreements any part of the Services.

- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

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

1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.

1.3 Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client.

1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.

Conflict of Interest

1.6 Government of Pakistan policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interest’s paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 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:

Conflicting activities

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and 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, and 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. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

(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 Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation

of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Pakistan throughout the selection process and the execution of the Agreement.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own departments or agencies. Recruiting former employees of the Client to work for their former departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 The Government of KPK requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the GoP:

(b) defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly,

of anything of value to influence the action of a public official in the selection process or in agreement execution;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement.
- (c) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the agreement in question;
 - (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of KPK agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Pakistan agreement; and
 - (e) will have the right to require that a provision be included requiring Consultants to permit the Government of KPK to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance and have them audited by auditors appointed by the Government of Pakistan.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific

clauses in the General Conditions of Agreement.

- 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal submission form (Section 4).
- Only one Proposal** 1.10 Short-listed Consultants will submit one proposal (3 copies of Technical and 1 copy of Financial Proposal). If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.
- Proposal Validity** 1.11 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client 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 could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility of Sub-Consultants** 1.12 In case a short-listed Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
- 2. Clarification and Amendment of RFP Documents** 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. 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 the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by 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 Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see Para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with any other shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. Any associations must be clearly indicated in the technical proposal. 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.

(b) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Technical Proposal Format and Content

3.4 The Technical Proposal shall provide the information indicated in the following Paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

- (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants (each partner in case of joint venture) on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, agreement amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately

for home office and field activities, and for foreign and local Professional staff.

- (f) CVs of the Professional staff signed by the staff themselves duly countersigned by the authorized representative of the Firm (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 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 (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. 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.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Consultant is subject to payment of any taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at agreement negotiations, and applicable amounts will be included in the Agreement.

3.8 Consultants should express the price of their services in Pakistan Rupees. Prices in other currencies should be converted to Pakistan Rupees using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in

the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see Para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. 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.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in Para. 4.5 and in the number of copies indicated in the Data Sheet. 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.
- 4.4 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 the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE**". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. 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.
- 4.5 The Proposals must be sent to the address/addresses

indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement 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.
- Evaluation of Technical Proposals**
- 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Agreement in accordance with the instructions given under Para. 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only for QCBS, Fixed Budget Selection, and Least-Cost Selection)**
- 5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow

interested Consultants sufficient time to make arrangements for attending the opening.

- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 5.6 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, as indicated under para. 3.6, 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. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of agreement has been included in the RFP, the 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, (ii) if the Lump-Sum form of agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In

both cases the evaluated proposal price according to Para. 5.6 shall be considered, and the selected firm is invited for negotiations.

- 6. Negotiations**
- 6.1 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 Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- Financial negotiations**
- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- Availability of Professional staff/experts**
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during agreement 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.

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|---------------------------------------|-----|--|
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Agreement. To complete negotiations the Client and the Consultant will initial the agreed Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate an Agreement. |
| 7. Award of Agreement | 7.1 | After completing negotiations, the Client shall award the Agreement to the selected Consultant and publish details on the Client website and promptly notify all Consultants who have submitted proposals. After Agreement signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants. |
| | 7.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| 8. Confidentiality | 8.1 | 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 Agreement. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Consultant Selection Guidelines relating to fraud and corruption. |

Instructions to Consultants

DATA SHEET

Paragraph Reference	
1.1	<p>Name of the Client:</p> <p>GENERAL MANAGER PMER WATER & SANITATION SERVICES PESHAWAR Plot # 33, Street No. 13, Sector E-8, Phase-VII, Hayatabad Office Ph # 091-9217724</p> <p>Method of selection: <u>QCBS</u></p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Name of the assignment is:</p> <p>REHABILITATION OF SEWERAGE TREATMENT PLANTS IN PESHAWAR & DIVISIONAL HEADQUARTERS” UNDER ADP SCHEME NO 2176 / 180536 (2020-21)</p> <p><u>NAME OF SUB WORK:</u> Consultancy Services for Feasibility Study of sewage Treatment Plants constructed under SUDP or ADP in divisional headquarters of</p> <ul style="list-style-type: none">- Peshawar- Kohat- Bannu
1.3	<p>A pre-proposal conference will be held: Yes, <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>The Client’s representative is: GENERAL MANAGER PMER WATER & SANITATION SERVICES PESHAWAR Plot # 33, Street No. 13, Sector E-8, Phase-VII, Hayatabad Office Ph # 091-921772</p>
1.4	<p>The Client will provide the following inputs and facilities:</p>

<u>TOR and Other Related Documents</u>	
1.5	Proposals must remain valid for <u>120 days</u> after the submission date.
2.1	<p>Clarifications may be requested not later than 7 days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p><u>GENERAL MANAGER PMER</u> <u>WATER & SANITATION SERVICES PESHAWAR</u> Plot # 33, Street No. 13, Sector E-8, Phase-VII, Hayatabad Office Ph # 091-9217724 zamir.hassan@wsspeshawar.org.pk</p>
3.1	Proposals shall be submitted in the following language: <u>English</u>
3.1 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: Yes, <input checked="" type="checkbox"/> No <input type="checkbox"/>
3.2 (b)	The Financial Proposal shall not exceed the available budget of: <u>NA</u>
3.3 (c)	Firms should submit details of 2-3 <u>pages about 2-5</u> similar assignments conducted.
3.4 (d)	CVs for serial 2.a, 2.b, 2.c, and 2.d should contain details on <u>02</u> similar projects related to STPs or Sanitation services done by the individual in the past 20 years.
3.5 (g)	Training is a specific component of this assignment: Yes_ <u>No</u> <input checked="" type="checkbox"/>
3.6	<p><i>[List the applicable Reimbursable expenses in foreign and in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted; others may be added. If the Client wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this SC 3.6]</i></p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services;

	<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>						
3.7	<p>Amounts payable by the Client to the Consultant under the agreement to be subject to local taxation: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>The Consultants will be responsible for the payment of taxes as per applicable laws of Government of Pakistan</p>						
3.8	<p>The date of exchange rates is: N.A. (The consultants to express their professional fee in PAK Rs ONLY)</p>						
4.1	<p>Consultant must submit the original and Two copies of the Technical Proposal, and the original of the Financial Proposal.</p>						
4.2	<p>The Proposal submission address is:</p> <p>GENERAL MANAGER PMER WATER & SANITATION SERVICES PESHAWAR Plot # 33, Street No. 13, Sector E-8, Phase-VII, Hayatabad Office Ph # 091-9217724</p> <p>Proposals must be submitted not later than the following date and time: 17-11-2020, Submission till 11:00 am</p>						
4.3	<p>A Pre bid meeting is scheduled to be held on 4-11-2020 at: 14:30 am, Venue: WSSP Conference Room Local Govt. Complex, Phase -7 Hayatabad, Peshawar.</p>						
5.1	<p>The Firms must have the mandatory criteria of:</p> <ol style="list-style-type: none"> 1. Registration with Pakistan Engineering Council in the Project profile category 1204; Drainage and Sanitation Services 2. The Firm must be registered with KPRA and FBR and having active status for all applicable taxes. <p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. Company Profile</td> <td style="width: 20%; text-align: right;">: 30 %</td> </tr> <tr> <td>2. Key Personnel</td> <td style="text-align: right;">: 50 %</td> </tr> <tr> <td>3. Approach, Methodology & Work Plan</td> <td style="text-align: right;">: 20 %</td> </tr> </table> <p style="text-align: right;">Max Points</p> <p>1. Company Profile: [300]</p> <ol style="list-style-type: none"> a) Number of similar assignments (Feasibility / Design / rehab of STP and Sewerage System) @ 30 per project maximum 5 projects [150] b) Firm having experience in civil engineering projects either completed or ongoing @ 10 per project maximum 5 projects [50] c) Firm having experience in civil engineering projects either completed or ongoing in KP @ 10 per project (maximum 3 projects) [30] d) Ongoing similar projects in the field of sanitation @ 10 marks per projects (Maximum 3 projects) [30] 	1. Company Profile	: 30 %	2. Key Personnel	: 50 %	3. Approach, Methodology & Work Plan	: 20 %
1. Company Profile	: 30 %						
2. Key Personnel	: 50 %						
3. Approach, Methodology & Work Plan	: 20 %						

	<p>d) Annual turnover amounting to Rs 50M @10 per year last 3 years [30]</p> <p>e) Firm standing in terms of overall experiences @ 1 per year [10]</p> <p style="text-align: right;">Total = $\overline{A_1}$</p> <p>Documentary evidence of work order / contract for ongoing projects and work completion certificate for completed projects shall be provided.</p> <p>2. Project Key Personnel: [500]</p> <p>a) Team Leader [150]</p> <p>b) Environmental Design Engineer [100]</p> <p>c) Hydraulic Design Engineer [100]</p> <p>d). Mechanical Engineer [75]</p> <p>e). Financial Analyst [35]</p> <p>f). Environmentalist. [40]</p> <p style="text-align: right;">Total = A_2</p> <p>The number of points to be assigned to each of the positions or disciplines shall be determined considering the following sub criteria and relevant score:</p> <p>1) Education and Qualifications as per TOR [25]</p> <p>2) Additional relevant Qualification and Certification in the same field [5]</p> <p>3) Work Experience 15 marks as per TOR and 1 per additional year [20]</p> <p>4) Design of Similar Projects (Feasibility, Design or Rehab of STP and Sewerage system) @ 10 per project [40]</p> <p>5) Time with firm @ 2 per year [10]</p> <p style="text-align: right;">Total score: $\overline{100}$</p> <p>Note: Documentary evidence of salary disbursement issued by bank for period of last 1 years will be mandatory for positions mentioned at serial (2a through 2f)</p> <p>3. Approach & Methodology: [200]</p> <p>a) Understanding of objectives [70]</p> <p>b) Quality of Methodology [60]</p> <p>c) Innovativeness [30]</p> <p>d) Work Program [40]</p> <p style="text-align: right;">Total = $\overline{A_3}$</p> <p>The minimum technical score-required to pass is: 70 Points</p>
5.2	<p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f 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 (T) and Financial Proposals (F) are: $T = \underline{0.70}$, and $F = \underline{0.30}$</p>
6.1	Expected date and address for agreement negotiations: December 2020
6.2	Expected date for commencement of consulting services: January 2021

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.

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

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

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 envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

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 Paragraph Reference 1.12 of 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 Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of 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 (two pages) description of the background and organization of your firm/entity (including Organogram) and each associate for this assignment.]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Value of the agreement (in current PKR or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	N ^o of professional staff-months provided by associated Consultants:
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:	

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED
BY THE CLIENT**

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 Client 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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (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 expected 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 Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

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

Section 3 – Technical Proposal – Standard Forms

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

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

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

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

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

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

5. Education:

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

6. Membership of Professional Associations: _____

7. Other Training [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

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

9. 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.*]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[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.]

- 1) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

- 2) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

3) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____
<i>[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]</i>

13. Certification:

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

[Signature of staff member countersigned by authorized representative of the firm] Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹



Full time input
Part time input

Year: _____		Staff input (in the form of a bar chart) ²												Total staff-month input			
N°	Name of Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total	
Foreign																	
1		[Home]												[Field]			
2																	
3																	
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.

FORM TECH-8 WORK SCHEDULE

Year: _____

N°	Activity ¹	Months ²											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

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

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

Section 4: Financial Proposal - Standard Forms

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.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

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 figures¹]. This amount is inclusive of the taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement 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.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs	
	[Indicate Foreign Currency # 1] ¹	Pak Rupees
Total Costs of Financial Proposal ²		

- 1 Indicate between brackets the name of the foreign currency.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client 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.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

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

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

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

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. 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.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES¹

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____						
N°	Description ²	Unit	Unit Cost ³	Quantity	<i>[Indicate Foreign Currency # 1]</i> ⁴	Pak Rupees
	Per diem allowances	Day				
	International flights ⁵	Trip				
	Miscellaneous travel expenses	Trip				
	Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i>					
	Drafting, reproduction of reports					
	Equipment, instruments, materials, supplies, etc.					
	Shipment of personal effects	Trip				
	Use of computers, software					
	Laboratory tests.					
	Sub-agreements					
	Local transportation costs					
	Office rent, clerical assistance					
	Training of the Client's personnel ⁶					
Total Costs						

- 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. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Sub agreements		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

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

Appendix

Financial Negotiations - Breakdown of Remuneration Rates

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

1. Review of Remuneration Rates

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

1.2 The Client is charged with the custody of funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus

Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

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

- (v) **Overheads**
Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the agreement. Typical items are home office costs (partner's time, non-billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.
- (vi) **Fee or Profit**
The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the agreement.
- (vii) **Away from Headquarters Allowance or Premium**
Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.
- (viii) **Subsistence Allowances**
Subsistence allowances are not included in the rates, but are paid separately and in Pakistani currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

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

2. Reimbursable expenses

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

3. Government of Pakistan Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm: _____

Assignment: _____

Date: _____

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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	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

SECTION 5- TOR **Terms of Reference (TORs)**

1. Background of WSSP.

The government of Khyber Pakhtunkhwa established the Water and Sanitation Services Peshawar (WSSP), an urban utility in Peshawar as a public sector company, registered with the securities and exchange commission of Pakistan (SECP), under section 42 of the companies Ordinance, 1984 in September 2014 for efficient delivery of water and sanitation services to WSSP consumers residing in urban Union Councils of Peshawar in the territorial jurisdiction of defunct Municipal Corporation Peshawar. On basis of the progressive improvement in the services, the Government extended the model to the divisional head quarter urban cities; thus 6 Water & Sanitation Services Companies (WSSCs) were established at Swat, Mardan, Abbotabad, Kohat, Bannu and DI Khan. These are the first of its kind water and sanitation companies in Pakistan with integrated approach for delivery of water, sanitation and solid waste management services in the Urban Area under a corporate structure. With its offices located in the divisional headquarters and zonal offices appropriately located within the city to be conveniently accessible to the general public.

2. Objective:

The specific objective of this study is to prepare the detail feasibility of the existing STPs. If found feasible socially, economically and environmentally for Rehabilitation then detailed Engineering design (including Technical, financial assessments and Preparation of BOQs) for the rehabilitation of the existing 05 Waste Water Treatment Plants along with the conveyance system will be carried out.

In case some site/sites were not found feasible/viable for rehabilitation than alternate site, land requirement, detailed design along with conveyance system will be proposed for Kohat and Bannu (2 x STPs).

Already identified /proposed site for STP at Yaseen Abad Peshawar will be validated with respect to land requirement and environmental suitability.

3. Purpose:

- a. Consultancy Services for Feasibility Study to rehabilitate existing 05 STPs i.e. Warsak Road Peshawar STP, Charsadda Road Peshawar STP, Shahdhand /Gulbahar (Hazarkhwani) Peshawar STP, Kohat STP Rawalpindi Road and Bannu (Badda Mir Abbas STP).
- b. Identification of alternate site, land requirement, detailed design and conveyance system in Kohat and Bannu.
- c. Validate land requirement and environmental suitability of already identified site for STP at Yaseen Abad Peshawar.
- d. Various options for treatment of waste water will be considered in this study.

4. Background and Summary of Previous Studies

Under the Second Urban Development Project (SUDP), 03 Sewage Treatment Plants (STPs) along with trunk sewer lines were constructed in Peshawar namely (i) Warsak Road STP (ii) Shahdhand/Gulbahar STP (iii) Charsadda Road STP. Under the same scheme funded by ADB three STPs were constructed in other Divisional Headquarters; one each in Mardan, Kohat and Bannu (Badda Mir Abbas STP). All these 6 STPs were constructed in the period from 1993 to 2000. Currently all these 6 STPs are non-functional. Out of these, rehabilitation of Mardan STP is being undertaken in priority I project of Khyber Pukhtunkhwa City Improvement Project (KP CIP) funded by Asian Development Bank. Rehabilitation of remaining 05 are considered in this study.

a. The existing sanitation/storm water systems serving the study area are mostly the combined systems that convey domestic, commercial and industrial wastewater along with surface runoffs during rain events. The flows are mostly conveyed by open or covered drains except only a few areas being served by underground sewers. None of the these-existing sewage Treatment plants (STPs) within the study area is in operation. Resultantly all flows are being directly discharged into rivers, khwars or agricultural land, and thereby contributing to a severe environmental and public health hazards.

- b.** In years 2012-13 a study to design Sewerage System of Peshawar City was carried out by M/S Engineering Services Consultant Lahore. This study carried out under Peshawar development Authority (PDA) and recommends for rehabilitation / up gradation of existing 03 STPs of Peshawar to cater for inflow up to 2030 and then to relocate and re construct existing STPs at changed location to further downstream.
- c.** In 2014 Integrated Water Supply, Sanitation and Solid Waste Management Master Plan was developed for WSSP which had a planning horizon of 2032. This study was funded by US AID and carried out by M/S National Development Consultants Pvt. Limited (NDC) in association with MWH Global USA. This study recommends for re location of STPs located at Warsak Road and Charsadda Road further towards downstream side as being surrounded by inhabitation and not feasible from environmental point of view. Whereas it recommends either extension of Shahdand / Gulbahar STP or its re location at Yaseen Abad.
- d.** In 2019 Sanitation master plan for Peshawar was updated with the cooperation of Swiss Development Corporation by AID – NDC JV consultant. Now it has a planning horizon of 2048. This updated master plan has proposed 6 STPs for Peshawar City. In this study Warsak road STPs is suggested to be abandoned and alternate site named “Site P” at Kaneeza has been proposed. This STP is being undertaken in KP CIP project funded by ADP. In Master Plan 2019 Charsadda road STP is also suggested to be abandoned and alternate site named “Site H” is proposed near Faqir Kille. For Shahdand / Gulbahar STP at Hazarkhwani it follows the approach of Master Plan 2014 and recommends its re location towards Yaseen Abad.
- e.** It is flagged here that no such integrated comprehensive sectoral master plan exists for other cities of KP. However, none of the above study was aimed specifically to consider rehabilitation of existing STPs, to calculate its rehabilitation cost of and work out what limited / reduced population still can be served. Any possibility to enhance the capacity of these STPs, mitigate its odor related impacts and other possible interventions which will increase their acceptability for nearby houses. This study will be targeted towards this specific goal.

5. Scope of Work:

Water and Sanitation Services Peshawar (WSSP), with the financial support of provincial government, intend to hire the services of local engineering consulting firm well-versed in the field of sanitation and waste water management including the capability to study and recommend safe disposal of waste water through rehabilitation of existing treatment plants and recommend best alternative based on technical, environmental, financial assessments and operational financial modelling. The firm should also have capability to carry out cost benefit analysis of proposed alternative/method/solution. TORs include but not limited to the following:

- a. The consulting firm will remain engaged primarily with WSSP and other relevant WSSCs for a period of 11 months. The Study will encompass assessment of technical, social, environmental and financial feasibility and operational financial modelling of existing STPs in divisional headquarters.
- b. F/S for Rehabilitation of 5 STPs in Peshawar ,Kohat and Bannu, along with the conveyance system. (to be performed in three steps of Initial Environmental feasibility / screening, EIA and subsequently engineering design for rehabilitation of each STP)
- c. To give solutions/informed choices for either going towards rehabilitation/ up gradation of existing STPs otherwise to opt for alternative technically feasible and doable sites for Kohat and Bannu only.
- d. Mapping of existing assets (land, ponds, inlet / outlet, **conveyance system**, drawings etc) of each existing STP based on available data and ground survey.
- e. Study of conveyance infrastructure for the existing STPs and identify the missing links as well as for proposed STPs (Kohat and Bannu) from their respective sewerage districts / catchment areas
- f. Suggest measures to enhance the capacity of existing STPs (preferably based on ponds areas optimisation, otherwise improved mechanical technology) and suggest UCs, colonies whose sewers can be channelized towards these STPs based on their existing capacities.
- g. Suggest remedial actions to make these abandoned STPs environmentally and socially acceptable.
- h. Financial cost, BOQs, PC-I and Tender Documents for Rehab works (5 STPs) including conveyance system thereby directing the sewage to these STPs.**

- i. To give solutions/informed choices for either going towards rehabilitation/ up gradation of existing STPs or to opt for alternative technically feasible and doable sites.
- j. In case of Kohat and Bannu alternate sites will be identified keeping in view the discharge load and environmental ,socio-economic feasibility. Detailed design of these two alternate site along with conveyance system leading to BOQs, drawings and tender documents will be prepared.
- k. Location, land requirement and environmental suitability of Yaseen Abad STP Peshawar will be validated.
- l. Hazard analysis with Maps, especially with respect to flood planes will be included in EIA report.
- m. The planning horizon of this study will be 2048 and cater for combined sewerage system.
- n. A survey to record the pulse of locals regarding acceptability of STP specially of nearby residents and take them into confidence.
- o. Moreover, willingness to pay the sewerage charges by inhabitants of respective sewerage districts will be recorded.
- p. Energy efficient options will be preferred to reduce O&M cost.

6. Work schedule:

The completion time is 11 months for this study, from the date of signing the agreement. Firm will submit its own work schedule.

7. Deliverable and Time Line for Environmental Feasibility /Screening Study (Phase I):

- a. Initial environmental feasibility / screening will be carried out on pattern of EPA KP.
- b. Time for this activity is one month after award of contract.
- c. Environmental feasibility certificate or letter will be obtained from EPA.

S.NO	Activities	Time line
1	<u>Environmental Feasibility study/ Screening</u> Submission of Environmental feasibility and certificate will be obtained from EPA KP for each STP	4 weeks after award of Contract.

8. Phase II Reports, Deliverable and Time Line for the Study of EIA: Only those STPs will be included in this phase which are declared feasible in Phase I. Preferably STP wise EIA report be rendered or consultant may combine feasible STPs (feasible from Phase I) of one city in one report for the purpose of EIA only.

S.NO	Activities	Time line
1	<u>Inception Report of EIA</u> Submission of Inception report, methodology to conduct this phase of consultancy assignment	05 weeks after award of Contract.
2	<u>Draft Report of EIA:</u> Comprehensive report on secondary data analysis, Conduct of field survey, field tests, identification evaluation and recommendation of mitigation measures of environmental impacts. EPA KP format will be followed. Hazard analysis with respect to flood plains will be given special attention.	09 week after award of Contract.
3	<u>Final Report of EIA:</u> A final report compiling the information collected and findings of the EIA study shall be prepared by the Consultant with contents as specified in the scope of work as per format and requirement of EPA. NOC will be obtained from EPA.	12 weeks after award of Contract.

10. Phase III A Reports, Deliverable and Time Line of EIA Feasible STPs:

STP wise report will be prepared and paid as per following deliverables:

S.NO	Deliverables	Time line
1	<u>Inception Report and presentation.</u> Submission of Inception report, methodology to conduct the consultancy assignment.	4 Months after signing of the contract.
2	<u>Situation Analysis Report.</u> Comprehensive report on Secondary data analysis, Surveying and assessment of existing 05 Waste Water Treatment Plants for the rehabilitation, layout plan for allied and conveyance infrastructure of the existing STPs.	6 Months after contract
3	<u>Feasibility Report and Rehab Plan.</u> Feasibility assessment along	8 Months after

	with the associated risk assessment based on technical, financial and rehabilitation assessment and plan. This includes various options for rehab, alternate sites etc	contract
4	Drawings, Priced BOQs, PC-1 and Bidding documents	9 Months after contract
5	Final Report. Submission of Engineering documents, digital data, assessment reports and detailed drawings as agreed and approved by the competent forum.	10 Months after contract
6	Presentation of the study and approval from the competent Forum.	11 Months after contract

Phase III B Reports, Deliverable and Time Line for Kohat and Bannu STPs: In case STPs of Kohat and Bannu were not feasible for rehabilitation than following payment schedule will be followed for alternate site. STP wise cost will be quoted and paid as per following breakdown for each STP

S.NO	Deliverables	Time Line
1	Identification of Alternate site	4 months after contract
2	EIA of alternate site	5 months after contract
3	Inception report to include preliminary assessment	6 months after contract
4	Detailed Design report of each STP at alternate site including Conveyance system	8 months after contract
5	Drawing BOQs, PC-1 and Bidding documents	9 months after contract
6	Final consolidated Report	10 months after

		contract
7	Presentation of whole study and approval of the competent authority	11 months after contract

Phase IV: Validate already identified site at Yaseen Abad provided if it is suitable in Phase II of EIA . Separate cost will be quoted and paid for given scope of work at Yaseen Abad STP.

S.NO	Deliverables	Time Line
1	Validate the land requirement	Parallel activity
2	Identify Khasara Number	Parallel activity

10. **Payment Schedule:**

Phase-I: STP wise cost will be quoted and paid as per following breakdown for each STP on obtaining certificate from EPA (if agreed for rehabilitation)

S.NO	Activities	Payment %
1	Initial Environmental Feasibility / Screening	10%

Phase -II STP wise cost will be quoted and paid as per following breakdown for each STP

S.NO	Activities	Payment %
1	Inception Report of EIA	20%
2	Draft Report of EIA	30%
3	Final Report of EIA	40%

Phase-III A: STP wise cost will be quoted and paid as per following breakdown for each STP. This is applicable to those STPs which are considered appropriate for rehabilitation. No work will be carried out on those STPs which are declared not feasible for rehabilitation.

S.NO	Deliverables	Payment (%)
1	Inception report and presentation	10%
2	Situation analysis Report and presentation (STP wise)	15%
3	Feasibility Report, rehabilitation plan	30%
4	Preparation of detail Drawings , BOQs and PC-I.	10%
5	Bidding documents	10%
6	Final consolidated Report	20 %
7	Presentation of whole study and approval of the competent authority	5%

Phase III B: In case STPs of Kohat and Bannu were not feasible for rehabilitation than following payment schedule will be followed for alternate site. STP wise cost will be quoted and paid as per following breakdown for each STP

S.NO	Deliverables	Payment (%)
1	Identification of Alternate site	10%
2	EIA of alternate site	15%
3	Inception report to include preliminary assessment	10 %
4	Detailed Design report of each STP at alternate site including Conveyance system	30%
5	Drawing BOQs, PC-1 and Bidding documents	10%
6	Final consolidated Report	20 %

7	Presentation of whole study and approval of the competent authority	5%
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Phase IV: Validate already identified site at Yaseen Abad provided if it is suitable in Phase II of EIA . Separate cost will be quoted and paid for given scope of work at Yaseen Abad STP.

S.NO	Deliverables	Payment (%)
1	Validate the land requirement	50 %
2	Identify Khasara Number	50 %

11. **Resources:**

The consultant firm shall arrange manpower / logistic support in terms of technical or non-technical support staff, surveys, geotechnical investigations, transportation and travelling, accommodation, office space, equipment, printing, courier and utilities etc. The consultants shall accordingly include cost of all the above and that of any other item(s) that the consultants consider necessary for the project execution.

12. **Technical Evaluation Criteria:**

- a. The Firm must be registered with Pakistan Engineering Council (PEC) having project profile code 1204.
- b. The Firm shall have successfully completed 2-5 waste water treatment projects or large Sanitation projects of worth more than Rs.50 million.
- c. The Firm having additional experience in the designing in urban Sanitation Projects will be an additional benefit.

- d. The Firm will have to submit the list of the professional employees with their defined position for the services and their field of expertise. The bidding process shall be done under single stage two envelope procedure of KPPRA rule 2014.

13. Terms & Conditions:

- a. The successful Firm must establish project office in Peshawar.
- b. If the successful consultants fail to complete the Project within the stipulated time frame of 11 months than the Consultants will complete the remaining services by their own risk and cost.
- c. It will be a lump sum contract.
- d. Separate cost will be quoted for EIA (Phase I and II). STP wise separate cost will be quoted for 5 STPs to be rehabilitated (Phase IIIA and IIIB). And separate cost will be quoted for validation of Yaseen Abad STP (Phase IV).
- e. Liquidate charges for the delay @ 0.05 % of the consultancy cost per day but not more than 10% of the total consultancy amount.
- f. All Federal, Provincial duties, taxes including KPRA taxes will be recoverable as per directives of Govt enforce or as amended.
- g. The firm must have valid KPRA registration.
- h. Incomplete, conditional or late submitted proposals shall not be acceptable.
- i. The Competent Authorities reserves the rights to reject any one or all the proposals, the reasons for rejections shall be communicated upon request.
- j. In case of any conflict General Conditions of Contract and Special conditions of contract as mentioned in standard bidding Documents KPPRA 2014 will be referred to.

14. Scoring Criteria:

- a. Financial: 30%
- b. Technical: 70%

15. Technical Manpower Required:

Phase-I and II

EIA Cost 6 STPs					
Ser	Item	Qty	Month	Rate	Amount
1	Environment Design Engr	1	3		
2	Envornmental	1	1		
3	Geotech Engr/ Geophysiscs	1	2		
4	Sociologist	1	3		
5	Surveyor & helper	1	3		
6	Lab Testing	6			
7	EPA Fees	6			
8	Transportation	1	3		
9	Fuel	150	3		
10	Public Hearing Cost	6			
11	Office, stationery ,Utility		3		

Phase-III and IV Salary Cost:

S/No	Position & Qualification requirement	Nos.	Duration (Months)	Man months	Rate Per Month	Amount (PKR)
1	Team Leader: BE / BSc Civil Engineering and Masters in Environmental Engineering with 15 years of min experience (PG Diploma with 20 Years' experience)	1	8	8		
2	Environmental Design Engineer (STP Expert) BE Civil, MS in Environmental Engineering / water resource Engg, with at least 10 years of relevant experience in designing similar type of works.	1	8	8		
3	Hydraulic Design Engineer BE Civil with master's in Hydrology / Hydraulics/ water resource / Environmental Engineering. and 10 years of relevant experience in design.	1	6	6		
4	Electrical Engr BE Electrical Engineering (relevant Design experience of 5 years)	1	3	3		
5	Mechanical Engr. BE Mechanical Engineering (relevant Design experience of 5 years)	1	4	4		
6	Structural Engineer BE civil MS Structures 5 years experience	1	3	3		

7	GIS Field officer (BCS or BS GIS) with 3 years relevant experience	1	6	6		
8	Surveyors DAE in Civil /certificate in Survey with 10 years' experience with Skills in GPS handling	5	5	25		
9	CAD Operators with 05 years CAD experience	2	6	12		
10	Quantity Surveyor DAE 10 years relevant experience / B Tech with 7 years relevant Experience	1	6	6		
11	Financial Analyst (ACMA / MBA Fin /ACA / ACCA) With minimum 10 years post Qualification with experience in Financial Modelling and reporting	1	2	2		
12	Social Organizer (Graduate in Social Sciences)	2	3	6		
13	Helpers	5	5	25		
	Total					

Phase III and IV Non-Salary Cost:

S. No	Item	Qty.	Duration in months	Rate per Month	Amount (PKR) M
1	Office		8		
2	Utility Bill		8		
3	Vehicles		8		
4	Fuel		8		
5	Stationery		8		
6	Office Equipment	-	Lump sum		
7	Lab testing and data acquisition, misc.		Lump sum		
	Total				

16. Stake holders:

- a. Office of the Secretary LGE&RDD KP
- b. Water and Sanitation Services Peshawar
- c. Water and Sanitation Services Kohat
- d. Water and Sanitation Services Bannu

II. General Conditions of Contract

1. GENERAL PROVISIONS

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the Khyber Pakhtunkhwa Public Procurement Act, thereunder Rules 2014.
 - (b) “Procuring Entity PE” means the implementing department which signs the contract
 - (c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
 - (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
 - (e) “Contract Price” means the price to be Paid for the Performance of the Services, in accordance with Clause 6;
 - (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
 - (g) “Foreign Currency” means any currency other than the currency of the PE’s country.
 - (h) “GC” means these General Conditions of Contract.
 - (i) “Government” means the Government of Khyber Pakhtunkhwa.
 - (j) “Local Currency” means Pak Rupees.
 - (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
 - (l) “Party” means the PE or the Consultant, as the case may be, and “Parties” means both of them.
 - (m) “Personnel” means Persons hired by the Consultant or by any Sub Consultants and assigned to the Performance of the Services or any Part thereof.
 - (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
 - (o) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
 - (p) “Sub-Consultants” means any Person or entity to whom/which the Consultant subcontracts any Part of the Services.

(q) "In writing" means communicated in written form with proof of receipt.

**1.2 Law
Governing
Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3 Language

This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in Person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a Particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PE may approve.

**1.6 Authority
of Member
in Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PE under this Contract, including without limitation the receiving of instructions and Payments from the PE.

**1.7 Authorized
Representatives**

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

**1.8 Taxes
& Duties**

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

**1.9 Fraud &
Corruption**

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

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

Integrity Pact

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

(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;

(b) terminate the Contract; and

(c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure** The failure on the Part of the Parties to Perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to Perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to Perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be Paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PE

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

(a) If the Consultant does not remedy the failure in the Performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PE may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

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

(a) If the PE fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such Payment is overdue.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3. Payment
Upon
Termination**

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PE shall make the following Payments to the Consultant:

- (a) Payment pursuant to Clause GC 6 for Services satisfactorily Performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to Paragraphs (a) through, and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependent's.

3. OBLIGATIONS OF THE CONSULTANT:

3.1 General

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

**3.1.1 Standard of
Performance**

**3.2 Conflict of
Interests**

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

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

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

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

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

**3.2.3 Prohibition
of
Conflicting
Activities**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PE, the Consultant and the Personnel shall not at any time communicate to any Person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Insurance to be
Taken Out by
the Consultant**

Rule 29(2), The Consultant (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PE, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PE's request, shall provide evidence to the PE showing that such insurance has been taken out and maintained and that the current premiums have been Paid.

**3.5 Consultant's
Actions
Requiring PE's
Prior Approval**

The Consultant shall obtain the PE's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the Performance of any Part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

**3.6 Reporting
Obligations**

(a) The Consultant shall submit to the PE the reports and documents specified in (PE may insert appendix) hereto, in the form, in the numbers and within the time Period set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.7
Documents
Prepared by the
Consultant to be
the Property of
the PE**

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PE, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PE, together with a

detailed inventory thereof.

3.8 Accounting, Inspection and Auditing

- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

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

3.8.2 The Consultant shall Permit, and shall cause its Sub-consultants to Permit, the PE and/or Persons appointed by the PE to inspect its accounts and records relating to the Performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PE if requested by the PE. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PE's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PE's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and Personnel experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated Period of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key

4.2 Removal and/or Replacement of Personnel

Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PE.

- (a) Except as the PE may otherwise agree, no changes shall be made in the Key Personnel.

If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a Person of equivalent or better qualifications.

(b) If the PE finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the PE's written request specifying the grounds thereof, provide as a replacement a Person with qualifications and experience acceptable to the PE.

(c) The Consultant shall have no claim for additional costs a

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ing out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PE

- 5.1 Assistance and Exemptions The PE shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in Performing the Services, then the remuneration and reimbursable expenses otherwise Payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 or (b), as the case may be.
- 5.3 Services and Facilities The PE shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-sum Payment The total Payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause If the Parties have agreed to additional Payments in accordance with Clause 2.4.
- 6.2 Contract Price The price Payable in Pak Rupees/foreign currency/ is set forth in the SC. For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.3 Payment for Additional services

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the Payment schedule stated in the SC. Unless otherwise stated in the SC, the first Payment shall be made against the provision by the Consultant of an advance Payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PE shall have approved in writing. Any other Payment shall be made after the conditions listed in the SC for such Payment have been met, and the Consultant has submitted an invoice to the PE specifying the amount due

7. GOOD FAITH

7.1 Good Faith

The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one party of the other Party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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{1.1} Khyber Pakhtunkhwa Public Procurement Act and Khyber Pakhtunkhwa

Public Procurement Rules 2014.

1.3 The language is English.

1.4 The addresses are:

Procuring Entity: _____

Attention: _____

Facsimile: _____

E-mail: zamir.hassan@wsspeshawar.org.pk

Consultant:

Attention:

Facsimile:

E-mail:

{1.6
}

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

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

1.
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The Authorized Representatives are:

For the PE: _____

For the Consultant: _____

1.8

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

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

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

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

Disclaimer

Though adequate care has been taken while preparing this document and information provided therein, but it is advised that the bidder must satisfy himself for the corrections and sufficiency of the Data. Information on any discrepancy should be intimated to this office immediately. If no information is received from any of the bidders within the time of submission date, it shall be presumed that this document is correct and complete in all respects. If considered necessary in the interest of work / public, Water & Sanitation Services Peshawar (WSSP) reserves the rights to modify, amend or supplement this document.