

## **Section 2: Instructions to Consultants**

<b>Definitions</b>	<ol style="list-style-type: none"><li>a. 'Act' means the Punjab Procurement Regulatory Authority Act 2009;</li><li>b. 'Agreement' means the Agreement signed by the parties and all the attached documents;</li><li>c. 'Applicant' means a person or firm who seek to be enlisted or to be prequalified or to be short-listed in response to the advertisement given by the procuring agency;</li><li>d. 'Associate' means any agency or person with whom the consultant associates in order to provide any part of the services;</li><li>e. 'Authority' means the Punjab Procurement Regulatory Authority;</li><li>f. 'Client' means the organization with which the selected Consultant signs the Agreement for the Services;</li><li>g. 'Consultant' means any entity or person that may provide or provides the Services to the Client under the Agreement;</li><li>h. 'Day' means calendar day;</li><li>i. 'Government' means the Government of the Punjab and all its associated Departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations;</li><li>j. 'Instructions to Consultant' means the document which provides short-listed Consultants with all information needed to prepare their Proposals.</li><li>k. 'LOI' means the Letter of Invitation included in the RFP as Section - 1 being sent by the Client to the short-listed Consultants;</li><li>l. 'Personnel' means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any Phase 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</li></ol>
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	<p>Pakistan;</p> <p>m. 'Proposal' means the Technical Proposal and the Financial Proposal;</p> <p>n. 'RFP' means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP;</p> <p>o. 'Rules' means Punjab Procurement Regulatory Authority (PPRA) rules 2014.</p> <p>p. 'Services' means the work to be performed by the Consultant pursuant to the Agreement;</p> <p>q. 'Sub-Consultant' means any person or entity with whom the Consultant sub agreements any part of the Services;</p> <p>r. '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.</p>
<p><b>1. Introduction</b></p>	<p>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.</p> <p>1.2 The short-listed Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment as per the directions provided in the Data Sheet. Separate proposals shall be submitted against each task as mentioned 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.</p> <p>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. If allowed in the Data Sheet attending the pre-proposal</p>

<p><b>Conflict of Interest</b></p>	<p>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.</p> <p>1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet (if any), assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client may reject all proposals, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby, incurring any liability to the Consultants.</p> <p>1.6 Government of Punjab policy requires that Consultants provide professional, objective, impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p><b>1.6.1</b> Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p>(i) A 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</p>
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<p><b>Unfair Advantage</b></p> <p><b>Fraud and Corruption</b></p>	<p>unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Punjab throughout the selection process and the execution of the Agreement.</p> <p><b>1.6.2</b> Consultants have an obligation to disclose 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.</p> <p><b>1.6.3</b> No agency or current employees of the Client shall work as Consultants under their own ministries, Departments or agencies. Recruiting former government employees of the Client to work for their former ministries, 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.</p> <p><b>1.6.4</b> If a short-listed Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.</p> <p>1.7 The Government of Punjab 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</p>
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this policy, the Government of Punjab:

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

**‘corrupt and fraudulent practice’** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following practices:

- (i) **coercive** practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any Party or the property of the Party to influence the actions of a Party to achieve a wrongful gain or to cause a wrongful loss to another Party;
- (ii) **collusive** practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- (iii) **corrupt** practice by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another Party for wrongful gain;
- (iv) **fraudulent** practice by any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Party to obtain a financial or other benefit or to avoid an obligation;
- (v) **obstructive** practice by harming or threatening to harm, directly or indirectly, persons or their

	<p>property to influence their Participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any Party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights;</p> <p>b) 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, coercive <b>or obstructive</b> practices in competing for the agreement in question;</p> <p>c) Will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab 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 Punjab agreement; and</p> <p>d) Will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab 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 Punjab.</p> <p>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 Punjab in accordance with</p>
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	<p>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.</p> <p>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)</p>
<p><b>Only One Proposal against each task, Separate team for Each Zone</b></p>	<p>1.10 Short-listed Consultants may submit only one proposal for the prescribed tasks as specified in the TORs. Different proposals submitted by the consultant for a particular task, such proposal shall be disqualified.</p> <p>1.11 If short-listed Consultant intends to apply for more than one Zone, separate teams may be nominated as proposed in the TORs. Otherwise, the proposal will be considered for only one Zone.</p>
<p><b>Proposal Validity</b></p>	<p>1.12 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, which 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.</p>
<p><b>Eligibility of Sub-Consultants</b></p>	<p>1.13 In case a short-listed Consultant intends to associate with any Consultants other than short-listed consultants and/or individual expert(s) (if allowed and provided in the data sheet), such</p>

	<p>other Consultants and/or individual expert(s) shall be subject to provision of copy of the agreement between consultant and sub consultant, on the legal format.</p>
<p><b>2. Clarification and Amendments of RFP Documents</b></p>	<p>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</p> <p>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 by standard electronic means and will be binding on them. Consultants shall acknowledge receipt of all amendments and take an amendment into account in their Proposals. The Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p>
<p><b>3. Technical Proposal Format and Content</b></p>	<p>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</p> <p>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.</p> <p>3.3 While preparing the Technical Proposal, Consultants must give Particular attention to the following:</p> <p>a) If a short-listed Consultant considers that it</p>

	<p>may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with any Consultant(s) other than short-listed Consultant(s).</p> <p>b) In case of association with non-short-listed Consultant(s) (if allowed in data sheet), the short-listed Consultant shall act as association leader. Any associations must be clearly indicated in the technical proposal.</p> <p>c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position</p> <p>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 <b>Technical</b> Proposal. A page is considered to be one printed side of A4 or letter size paper.</p> <p>a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants 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.</p>
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<p><b>Financial Proposal</b></p> <p><b>Taxes</b></p>	<ul style="list-style-type: none"> <li>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).</li> <li>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.</li> <li>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)</li> <li>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 for field activities, for Professional staff.</li> <li>f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers.</li> <li>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.</li> </ul> <p>3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.</p>
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	<p>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 (local), in the field office, and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>3.7 The Consultant may be subject to any government taxes (such as: value added or sales tax or income in the Data Sheet if the Consultant is subject to payment of any taxes. Any such amounts shall be included in the proposal, and consultants are required to submit the financial proposal by incorporating the values of taxes under separate heads, the cost of taxes will be discussed at agreement negotiations, and applicable amounts will be included in the Agreement.</p> <p>3.8 Consultants should express the price of their services in Pakistan Rupees.</p> <p>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.</p>
<p><b>4. Submission, Receipt and Opening of Proposals</b></p>	<p>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.</p> <p>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</p>

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

	<p>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.</p> <p>4.6 Under the presence of all the officers concerned, the Clients shall open the Technical Proposal immediately after the deadline for their submission (as provided in the Data Sheet). The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>
<p><b>5. Proposal Evaluation</b></p> <p><b>Evaluation of Technical Proposal</b></p>	<p>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.</p> <p>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.</p> <p>5.3 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</p>

<p><b>Public Opening and Evaluation of Financial Proposals (only for QCBS and Least-Cost Selection</b></p>	<p>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.</p> <p>5.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores 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.</p> <p>5.5 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.</p> <p>5.6 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.</p>
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	<p>5.7 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: <math>S = St \times T\% + Sf \times P\%</math>. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
<p><b>6. Negotiations</b></p> <p><b>Technical Negotiations</b></p> <p><b>Financial Negotiations</b></p> <p><b>Availability of Professional staff/experts</b></p>	<p>6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a prerequisite 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.</p> <p>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.</p> <p>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, , 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</p>

<p><b>Conclusion of Negotiations</b></p>	<p>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.</p> <p>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 assurance 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.</p> <p>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.</p>
<p><b>7. Award of Agreement</b></p>	<p>7.1 After completing negotiations the Client shall award the Agreement to the selected Consultant and publish details on the Directorate General (M&amp;E), Planning &amp; Development Department 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.</p> <p>7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

<b>8. Confidentiality</b>	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 PPRA rules 2014 relating to fraud and corruption.
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## Instructions to Consultants

### DATA SHEET

Paragraph Reference																										
1.1	<p>Name of the Client:  <b><u>Directorate General Monitoring and Evaluation,</u></b>  <b><u>Planning &amp; Development Board, Government of the Punjab</u></b></p> <p>Method of Selection:  <b><u>Quality and Cost Based</u></b></p>																									
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b></p> <p>Name of the assignment is:  <b>Third Party Validation for the Schemes of ADP 2021-22 Small &amp; Mini Dams</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" style="text-align: center;">IRRIGATION SMALL &amp; MINI DAMS</th> </tr> <tr> <th style="width: 30%;"></th> <th style="text-align: center;">ZONE</th> <th style="text-align: center;">Cost</th> <th style="text-align: center;">No. of Projects</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center; vertical-align: middle;">Package-I</td> <td style="text-align: center;">Chakwal Zone</td> <td style="text-align: center;">4944.38</td> <td style="text-align: center;">4</td> </tr> <tr> <td style="text-align: center;">Dera Ghazi Khan Zone</td> <td style="text-align: center;">3697.23</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Rawalpindi Zone</td> <td style="text-align: center;">3785.97</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">Multiple Districts</td> <td style="text-align: center;">732.02</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Total-A</td> <td></td> <td style="text-align: center;">13,159.6</td> <td style="text-align: center;">8</td> </tr> </tbody> </table> <p>Under the approved project titled, <b>“Monitoring, Evaluation and TPV of ADP 2021-22 in ADP 2021-22”</b></p>	IRRIGATION SMALL & MINI DAMS					ZONE	Cost	No. of Projects	Package-I	Chakwal Zone	4944.38	4	Dera Ghazi Khan Zone	3697.23	1	Rawalpindi Zone	3785.97	2	Multiple Districts	732.02	1	Total-A		13,159.6	8
IRRIGATION SMALL & MINI DAMS																										
	ZONE	Cost	No. of Projects																							
Package-I	Chakwal Zone	4944.38	4																							
	Dera Ghazi Khan Zone	3697.23	1																							
	Rawalpindi Zone	3785.97	2																							
	Multiple Districts	732.02	1																							
Total-A		13,159.6	8																							
1.3	<p>A pre-proposal conference will be held on <b>24<sup>th</sup> May,2022</b> at <b>11:00AM</b> in <b>Director General, DGM&amp;E, P&amp;D Board, 4<sup>th</sup> Floor, BOS Building, 65-Trade Center Block, M.A. Johar Town, Lahore.</b></p>																									
1.4	<p>The Client will provide the following inputs and facilities:  <b>Details regarding Small &amp; Mini Dams have been attached.</b></p>																									
1.5	<p>The Client envisages the need for continuity for downstream work: <b>No</b></p>																									
1.6	<p>Proposals shall be submitted as described in TORs.</p>																									

<b>1.7</b>	Proposals must remain valid for <b>90 days</b> after the submission date,
<b>2.1</b>	Clarifications may be requested in a written form till <b>25<sup>th</sup> May,2022</b> before <b>2:00PM</b> . The address for requesting clarifications is <b>Director General, DGM&amp;E, P&amp;D Board,</b> <b>4<sup>th</sup> Floor, BOS Building, 65-Trade Center Block, M.A. Johar Town, Lahore.</b> E-mail: <a href="mailto:dgme.punjab@gmail.com">dgme.punjab@gmail.com</a> Ph No.042- 99233191
<b>3.1</b>	Proposals shall be submitted in the <b>English</b> language
<b>3.3 (a)</b>	Short-listed Consultants may associate with shortlisted consultants or other than short-listed Consultants: <b>No</b>
<b>3.4 (a)</b>	Firms should submit details of <b>05</b> completed assignments (pertaining to TPV or Resident Supervision of Small & Mini Dams.)
<b>3.4 (f)</b>	CVs should contain details on projects done by the individual in the past years.
<b>3.6</b>	(i) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route, supported with a vehicle on rental basis along with a provision of petrol, driver and maintenance charges (if any); (ii) Cost of office accommodation, inclusive of all utility expenditure; (iii) Cost of applicable local communications such as the use of telephone and facsimile required for the purpose of the services; (iv) Cost of printing and dispatching of the reports to be produced for the Services; (v) Miscellaneous Expenditure (Labor work i.e., office boy, data entry operator etc.) (vi) *Cost of testing required for validation and to check the quality of Small and Mini Dams. * Total no. of test multiplied by (X) rate of each test
<b>3.7</b>	Amounts payable by the Client to the Consultant under the agreement to be subject to all applicable taxes levied at the time of payment: <b>Yes</b>
<b>4.3</b>	Consultant must submit 01 (One) No. original and 02 (Two) No. copies of the Technical Proposal, and 01 (One) No. original

	<p>Financial Proposal.</p> <p>Moreover, original Technical &amp; Financial Proposals should be signed on each page by the competent / authorized representative of the firm.</p>																																																
<b>4.5</b>	<p>The Proposal submission address is:</p> <p><b>Director General, DGM&amp;E, P&amp;D Board,</b>  <b>4<sup>th</sup> Floor, BOS Building, 65-Trade Center Block, M.A. Johar Town, Lahore.</b></p> <p>Proposals must be submitted no later than the following date and time:  <b><u>30<sup>th</sup> May 2022 at 2:00PM</u></b></p>																																																
<b>4.6</b>	<p>Technical Proposals will be opened in the presence of all the concerned  on, <b>30<sup>th</sup> May 2022 at 2:30PM</b> in the <b>Conference Room of DGM&amp;E,</b>  <b>4<sup>th</sup> Floor, BOS Building, 65-Trade Center Block, M.A. Johar Town, Lahore.</b></p>																																																
<b>5.2</b>	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are as follows:</p> <table> <thead> <tr> <th><b>A<sub>1</sub></b></th> <th><b>Company Profile</b></th> <th><b>Points</b></th> </tr> </thead> <tbody> <tr> <td>a)</td> <td>Number of Similar Assignments</td> <td>40</td> </tr> <tr> <td>b)</td> <td>Value of Similar Assignments</td> <td>30</td> </tr> <tr> <td>c)</td> <td>TPV experience</td> <td>10</td> </tr> <tr> <td>d)</td> <td>Human Resource Capacity and Quality Management System</td> <td>10</td> </tr> <tr> <td>e)</td> <td>Financial Capacity</td> <td>10</td> </tr> <tr> <td></td> <td><b>Total A<sub>1</sub></b></td> <td><b>100</b></td> </tr> <tr> <th><b>A<sub>2</sub></b></th> <th><b>Project Team</b></th> <th><b>Points</b></th> </tr> <tr> <td>a)</td> <td>Team Leader</td> <td>35</td> </tr> <tr> <td>b)</td> <td>Senior Engineer</td> <td>25</td> </tr> <tr> <td>c)</td> <td>Junior Engineer</td> <td>15</td> </tr> <tr> <td>d)</td> <td>Inspector</td> <td>15</td> </tr> <tr> <td>e)</td> <td>Project Coordinator</td> <td>10</td> </tr> <tr> <td></td> <td><b>Total A<sub>2</sub></b></td> <td><b>100</b></td> </tr> <tr> <th><b>A<sub>3</sub></b></th> <td></td> <td></td> </tr> <tr> <td>a)</td> <td>Understanding and</td> <td>40</td> </tr> </tbody> </table>	<b>A<sub>1</sub></b>	<b>Company Profile</b>	<b>Points</b>	a)	Number of Similar Assignments	40	b)	Value of Similar Assignments	30	c)	TPV experience	10	d)	Human Resource Capacity and Quality Management System	10	e)	Financial Capacity	10		<b>Total A<sub>1</sub></b>	<b>100</b>	<b>A<sub>2</sub></b>	<b>Project Team</b>	<b>Points</b>	a)	Team Leader	35	b)	Senior Engineer	25	c)	Junior Engineer	15	d)	Inspector	15	e)	Project Coordinator	10		<b>Total A<sub>2</sub></b>	<b>100</b>	<b>A<sub>3</sub></b>			a)	Understanding and	40
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	<p>Innovativeness</p> <p>b) Methodology and Work Plan 60</p> <p><b>Total A<sub>3</sub> 100</b></p> <p>Technical Score*** = <math>\frac{A_1[20\%]}{100} + \frac{A_2[60\%]}{100} + \frac{A_3[20\%]}{100}</math></p> <p>**The minimum technical score St required to pass is: <b>65 %</b></p> <p><u>If technical score of any firm remain less than 65% then, technical bid will not be entertained for further process.</u></p>
<b>5.6</b>	<p>The formula for determining the financial scores is the following:</p> <p><b>Sf = 100 x FM / F,</b></p> <p>In which, Sf is the financial score, FM is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the <b>Technical (T)</b> and <b>Financial Proposals (F)</b> are:</p> <p><b>T</b> = 70% i.e., weight-age 0.70, and</p> <p><b>F</b> = 30% i.e., weight-age 0.30</p>
<b>6.1</b>	<p>Expected date and address for agreement negotiations: - <b>17<sup>th</sup> June, 2022</b></p>
<b>7.2</b>	<p>Expected date for commencement of consulting services – <b>18<sup>th</sup> June, 2022</b></p>

### **Section 3: Technical Proposal - Standard Forms**

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

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A Consultant's Organization
  - B Consultant's Experience
  - C Financial Capability
- 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 envelope.

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 4.5 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: \_\_\_\_\_

## 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).]*

1. Firm Background:
2. Chief Executive Officer
3. Board of Directors / Partners.
4. Departmental Structure of the Firm.
5. Organogram

#### **A-I,**

Whether your firm is ISO Certified? If so provide a copy of ISO Certification.

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm 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. Provide 5 projects that best illustrate the assignment proposed. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]*

Assignment name:	Cost of the Project
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	1. Total value of the consultancy agreement 2. Value of consultancy services provided by your firm under the agreement (in current PKR):
Name of associated Consultants, if any:	No. 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:	
1. Firms Name: .....	
2. Certificate by the Client / Employer that the work was successfully completed by the consultant.	

**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 (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

- a) Technical Approach  
and Methodology,
  - b) Work Plan,  
and
  - c) Organization and  
Staffing,
- 
- a) **Technical Approach and Methodology** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the 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.



**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. **CNIC No (if Pakistani):** \_\_\_\_\_ **or Passport No:** \_\_\_\_\_

6. **Education:**

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

7. **Membership of Professional Associations:** \_\_\_\_\_

\_\_\_\_\_

8. **Other Training** [Indicate significant training since degrees under 6 - Education were obtained]: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

<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 & Location: \_\_\_\_\_  
 Cost of Project \_\_\_\_\_ Date of Start: \_\_\_\_\_ - \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Actual time spent on the project: \_\_\_\_\_  
 (in months). Client: \_\_\_\_\_  
 Main project features: \_\_\_\_\_  
 Positions held: \_\_\_\_\_  
 Activities performed: \_\_\_\_\_

3) Name of assignment or project & Location: \_\_\_\_\_  
Cost of Project \_\_\_\_\_ Date of Start: \_\_\_\_\_ - \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Actual time spent on the project: \_\_\_\_\_  
(in months). Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_

[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]

**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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_

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

Full name of authorized representative:

\_\_\_\_\_

**FORM TECH-7 STAFFING SCHEDULE<sup>1</sup>**

Full time input  
 Phase time input

Year: _____		Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input		
N <sup>o</sup>	Name of Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field	Total
1	[Field]															
2																
n																
														<b>Subtotal</b>		
														<b>Total</b>		

- 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.
- 3 Field work means work carried out at a place other than the Consultant's home office



## **Section 4: Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the short-listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 6 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 figures<sup>1</sup>]. This amount is inclusive of all applicable 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 1.11 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.

Yours sincerely,

Authorized Signature [In full and initials]:

\_\_\_\_\_  
Name and Title of Signatory:

\_\_\_\_\_  
Name of Firm:

\_\_\_\_\_  
Address:

**FORM FIN-2 SUMMARY OF COSTS**


---

<b>Item</b>	<b>Costs</b>
	Pak Rupees
Cost of Consultancy Services <sup>1</sup>	
All Applicable Taxes <sup>2</sup>	
<b>Total Costs of Financial Proposal</b>	

1. Total Cost of Consultancy will include Remuneration and Reimbursable Cost. Cost of Consultancy Services must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.
2. Indicate the total costs, net of local taxes, to be paid by the Client in each currency.

**FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>**

<b>Group of Activities:<sup>2</sup></b>	<b>Description:<sup>3</sup></b>
<b>Cost component</b>	<b>Costs</b>
	<b>Pak Rupees</b>
<b>(A)</b>	
Remuneration	
Reimbursable Expenses	
<b>Sub Total (A)</b>	
<b>(B)</b>	
Punjab Sales Tax @ 16%	
<b>Sub Total (B)</b>	
<b>TOTAL (A+B)</b>	

- 1 Form - FIN 3 shall be filled for the whole assignment. The sum of the relevant Subtotals of Form FIN-3 provided must coincide with the **Costs of Consultancy Services** indicated in Form FIN-2.
- 2 Names of activities 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 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 REMUNERATION<sup>1</sup>**

<b>Name<sup>2</sup></b>	<b>Position<sup>3</sup></b>	<b>Staff- month Rate<sup>4</sup></b>	<b>Input<sup>5</sup></b> (Staff-months)	Pak Rupees
<b>Total Costs</b>				

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 field work.
5. Indicate the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
6. For each staff indicate the remuneration in the column of the relevant currency for field work. Remuneration = Staff-month Rate x Input.

**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES<sup>1</sup>**

<b>No</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost<sup>2</sup></b>	<b>Quantity</b>	<b>Pak Rupees<sup>3</sup></b>
	Transportation costs <sup>4</sup>				
	Office accommodation / Office rent <sup>5</sup>				
	Cost of applicable local communications such as the use of telephone and				
	Drafting, reproduction of reports				
	Misc. (Labor work i.e., office boy, data entry operator, etc.)				
	Cost of testing required to check the quality of Water Supply & Sanitations (tentative				
<b>Total Costs</b>					

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 the cost of each reimbursable item in the column of the relevant currency.  
Cost = Unit Cost x Quantity.
4. Inclusive of POL and maintenance.
5. Inclusive of all utility expenditures.
6. Total no. of tests X rate of each tests and hence total amount will be reimbursable subject to the submission of actual bill/invoice of the testing laboratories.



## **Section 5: TERMS OF REFERENCES**

### **THIRD PARTY VALIDATION (TPV) OF ADP SCHEMES 2021-2022 FOR IRRIGATION SECTOR (SMALL AND MINI DAMS)**

#### **1. INTRODUCTION**

Government of the Punjab values high level of transparency and accountability at all levels. Special emphasis is given to third party monitoring and validation as to maintain the standards on effectiveness and efficiency for quality results on interventions the most important infrastructure and social sector programs, which are geared towards the wellbeing of targeted people & beneficiaries.

Directorate General, M&E is an attached department of Planning and Development Board and performing all aforementioned functions with its limited resources and budget. The government of Punjab has increased size of ADP 2021-22 manifolds as it includes more than 7000 projects / schemes with a total cost of PKR 560 Billion. Such huge quantum of ADP 2021-22 further accentuates the need of more effective monitoring, evaluation and TPV mechanism to ensure high standards of quality of projects, as repeatedly iterated in ADP review meetings under chairmanship of Finance Minister and Chief Secretary.

In view of above, DG M&E has devised the following criteria for conducting monitoring evaluation and TPV of the projects / schemes of ADP 2021-22:

- i) Cost equal or greater than 400 M (100%)
- ii) Utilization within 40% to 80% of Project Cost.
- iii) Focus on overall Punjab
- iv) If all sub-sectors and districts are not covered through above criteria, then additional projects will be selected from respective sector or district.

TPV is conducted generally, on completion of projects/programme but can be conducted periodically at any stage as well, keeping in view the nature of project/programme.

Irrigation Department is executing the Small & Mini Dams projects in Punjab under Annual Development Programme and special packages. DG M&E, Planning and Development Board intends to hire the services of

consulting firms/companies for TPV of ADP Schemes which fulfill the above said criteria. The list of schemes approved by the Government of Punjab, Irrigation Department and other competent authority is enclosed.

The TPV work is included Package-I which covers Chakwal, DG Khan and Rawalpindi and Multiple Districts of Punjab. TPV consultant will be appointed for Package-I to validate small & mini dams work under ADP 2021-2022 (**Table 1**).

**Table 1: Detail of Small & Mini Dams Projects of ADP Schemes for TPV**

<b>IRRIGATION SMALL &amp; MINI DAMS</b>			
	<b>ZONE</b>	<b>Cost</b>	<b>No. of Projects</b>
Package-I	Chakwal Zone	4944.38	4
	Dera Ghazi Khan Zone	3697.23	1
	Rawalpindi Zone	3785.97	2
	Multiple Districts	732.02	1
Total-A		13,159.6	8

For this assignment TPV Consultant will be engaged maximum for a period of three Months. The job will be to validate all schemes with respect to the approved specifications, and TPV Consultant will visit project sites during currency of project and as per nature of the projects. Technical teams will be required to be deputed on full time basis for Package-I to conduct the assignment more effectively and efficiently.

TPV Consultant will be required to conduct the quality testing of small & mini dams schemes as per specification / standard methodology and criteria as mentioned (Table-2). All information of TPV including test results will be shared with the concerned stakeholders including Irrigation Department, DG M&E, P&D Board, concerned Chief Engineer/SE/XEN on monthly basis. However, the TPV Consultant will upload the same information on android based system if developed by DG M&E Office.

## **2. OBJECTIVES OF PURPOSED CONSULTANCY**

- a) TPV of huge public investment and expenditure on project for better utilization and money so invested has its earned value impact on social uplift of ultimate user.
- b) Qualitative input and real addition in quality of work and improved management financial benefits.
- c) A review of timeline and cost.
- d) Efficient / transparent Third Party Validation of ADP Schemes.
- e) Representative testing of project components as per given ToRs.

## **3. SCOPE, DUTIES AND RESPONSIBILITIES OF THE TPV CONSULTANT**

The scope, duties and responsibilities of the TPV Consultants will include but not necessarily limited to the following:

- i. The Consultant will prepare a comprehensive and logical work plan and present to the DGM&E, P&D Board in the form of an Inception Report for review and approval and subsequent implementation.
- ii. The required quality and quantity of Technical / Core Team of Consultant will be engaged by Consultant as per TOR. The presence of Consultant's field staff may be randomly checked by the office of DGM&E at any time.
- iii. Technical / Core Team of Consultant is required to work, coordination and collaboration with the Staff of Irrigation Department or other line department/executing agency of the scheme and DGM&E to provide TPV services pertaining to project.
- iv. The Consultant will establish an office with all requisite equipment, machinery, computers and printers etc. at the allotted package to ensure their presence.
- v. The selected TPV Consultant **will upload the status on the web on daily basis, developed by D G M & E .**
- vi. The consultant will check and verify the work of the contractor, quality and quantity of construction and and material used, by applying established engineering techniques.

- vii. Review of all projects in the light of Technically sanctioned estimate by the department.
- viii. Pictorial evidence of work will be uploaded by the selected TPV Consultant on daily basis on each site visit, against their work plan, on the **web / android based system** so that the comparison of pre and post rehabilitation and construction works could be observed by various stakeholders.
- ix. Detail TPV report will be submitted in soft and hard form to DGM&E on monthly basis.
- x. Lab testing will be conducted by the TPV Consultant performed for soil bearing capacity, steel, Brick and concrete. Any other test of structures pertaining to mini dams may be conducted at discretion of DG M&E.
- xi. The TPV consultants will conduct all testing for dam site work as per TORs.
- xii. Verification of location of small and mini dams work as per decided locations and record GPS Coordinates.
- xiii. Review of Tender Documents, Project PC-I and other relevant documents.
- xiv. Verification & Checking of bench marks established by the respective field formation, X-sections of dam infrastructure for earthwork and structures and assuring its accuracy.
- xv. Verification of length and width of a dam.
- xvi. Validation of complete scope of work as per PC-1
- xvii. Highlight concrete structures related issues supported with pictorial evidences along with plausible solutions.
- xviii. Triple constraint analysis (Time, cost and scope)
- xix. Measure Effectiveness of role of Resident Supervision
- xx. Strong Suggestions for improvement in design, supervision and performance of construction in future.
- xxi. Consultant shall ensure that works have been executed according to the drawings and specifications.
- xxii. The consultant shall report the problems of potential nature which

might arise in connection with construction.

xxiii. Any other task assigned by the Client for improvement of Third Party Validation of canal and barrages.

#### **4. LIMITATION**

- i. To avert conflict of interest, only those Consulting Firms will be entitled to apply for the Third Party Validation (TPV) who are not engaged as Resident Supervision Consultants/Design Consultant by Irrigation Department in that Division where the firm intends to apply as TPV consultant. The selected TPV Consultants will furnish a certificate to this effect before entering into the agreement.
- ii. For Package-I Project Coordinator will be appointed by the selected Consultant for coordination and contract administration.

#### **5. WORKING LANGUAGE**

Working language will be English.

#### **6. QUALITY CONTROL TESTS FOR SMALL & MINI DAMS**

The selected Consultant for package-I will conduct requisite quality control tests to validate related works or quality of mentioned work at execution or completion stage of work.

The Consultant will perform testing regarding small & mini dams and other allied works such as concrete/Steel tests or other relevant tests which are mentioned so that operational corrections would be made at appropriate time.

**Table 2: Detail of Tests to be conducted on project sites and in Laboratory**

<b>Sr. No.</b>	<b>Item of Work</b>	<b>Field Tests</b>	<b>Lab Tests</b>
1	Concrete works	<ul style="list-style-type: none"> <li>Standard quality control tests</li> </ul>	<ul style="list-style-type: none"> <li>Slump value test as per ASTM or any other relevant standard</li> <li>Compressive Strength concrete cubes/cylinder as per ASTM or any other</li> </ul>
2	Soil/Aggregates Tests	<ul style="list-style-type: none"> <li>Compaction test</li> <li>Sieve Analysis</li> <li>FDT Test</li> </ul>	<ul style="list-style-type: none"> <li>Modified proctor test</li> </ul>
3	Cement	<ul style="list-style-type: none"> <li>Cement setting time test as per ASTM or any other relevant standard</li> </ul>	
4	Bricks/Tuff tiles**	<ul style="list-style-type: none"> <li>Standard quality control tests</li> </ul>	<ul style="list-style-type: none"> <li>Compressive Test</li> </ul>
			<ul style="list-style-type: none"> <li>Water absorption Test</li> </ul>
5	Non Destructive	<ul style="list-style-type: none"> <li>Schmidt Hammer Test</li> <li>Ultra Sonic Pulse Velocity Meter</li> </ul>	
6	Steel Test		<ul style="list-style-type: none"> <li>Yield / Ultimate Strength of steel</li> <li>Tensile strength</li> <li>Compressive Strength</li> </ul>

**7. FREQUENCY OF WATER SUPPLY & SANITATION TESTS**

Tests will be performed with the following frequencies as mentioned in Table 3

**Table 3: Frequency of tests of soil to be conducted**

<b>Sr. No.</b>	<b>Item of work</b>	<b>Lab Tests</b>	<b>Total No. of Tests per scheme</b>
1	Soil /Aggregates Test	Sieve Analysis or (Mechanical analysis)Hydrometer Analysis Field Density Test	3 (No of sets)
2	Concrete Works	Compressive Strength of Concrete Cubes.	<b>3 (Set of Tests)</b>
3	Bricks	Compressive Test	<b>3 (Set of Tests)</b>
		Water absorption test	<b>3 (Set of Tests)</b>
4	Cement	Setting time	<b>1 (Set of Tests)</b>
5	Steel Testing	Yield / Ultimate Strength of steel Tensile Strength Compressive Strength	<b>2 (Set of Tests)</b>
6	Non Destructive	Schmidt Hammer Test/Ultra Sonic Pulse Velocity Meter	<b>1(Set of Tests)</b>
<b>Total</b>			

Tests will not be repeated in case of failure of test and the same result will be communicated to the Client and irrigation department for necessary action.

**Table 4: Detail of human resource required by TPV Consultants**

Sr. No.	Position	Qualification	Experience	No.	Manpower (Months)
1	Team Leader	MSc Irrigation & Hydraulic Engineering)/B.Sc. in Civil	<p>For 18 Years of Education: 10 years of relevant experience in the field of small &amp; mini dams/irrigation works.</p> <p>For 16 Years of Education: 12 Years of relevant experience in the field public small &amp; mini dams /irrigation works.</p>	1	3
2	Senior Engineer (Hydraulic Expert)	MSc Hydraulic Engineering)/structure/B.s.c. in Civil	<p>For 18 Years of Education: 5 years of relevant experience in the field of small &amp; mini dams /irrigation works.</p> <p>For 16 Years of Education: 7 Years of relevant experience in the field of small &amp; mini dams /irrigation works.</p>	1	3
3	Junior Engineer	MSc Hydraulic Engineering)/B.Sc. in Civil	<p>For 18 Years of Education: 3 years of relevant experience in the field of small &amp; mini dams /irrigation works.</p> <p>For 16 Years of Education: 4 Years of relevant experience in the field small &amp; mini dams /irrigation works.</p>	1	3

4	Inspector (Civil)	DAE Civil	5 years of experience in small & mini dams /irrigation works.	2	6
5	Project Coordinator	Graduation/ B.Sc Engineering Civil	3 years relevant experience	1	3
<b>Total</b>				<b>06</b>	

#### **Duties of Individual Personal:**

- a) Team Leader:** He will be responsible to conduct the entire validation of executed work, leading the team of engineers as well as field staff. He will also be responsible to coordinate with Irrigation Department/Client. He will be fully responsible to submit Third Party Validation report for quality and quantity of work done at project. He will check the progress of work dually and will check the test result of pipes, building material.
- b) Senior Engineer:** He will check the quantity and quality of work as per specifications and work done at site according to the sanctioned estimate and plan.
- c) Junior Engineer:** He will get perform related tests from testing material laboratories approved by the government and submit results to the Team Leader/Senior Engineer.
- d) Inspector:** He will check the quantity and quality of work as per specifications and work done at site according to the sanctioned estimate and
- e) Project Coordinator:** He will coordinate with relevant line department and provide necessary information/data as and when required by DG M&E.

#### **8. TIME DURATION**

Job will be completed within Three Months after signing the agreement.

#### **9. LAB TESTING SOLUTIONS**

- i. The selected TPV Consultants will own/arrange requisite testing facility recognized by the Government of Punjab or at par with international standards to conduct designated number of tests as per mentioned specification within described timelines.
- ii. The Consultant will upload on the web, the project ID along with the date and time on which sample for test will be collected.
- iii. The Consultant will also be responsible to own the test result/quality of test at any forum including Chief Minister Secretariat.

#### **10. INDIRECT COST**

Reasonable indirect costs such as one residence cum office for their appointed staff, one vehicle for site visits (Vehicle may be on rental basis along with provision of petrol, driver and maintenance charges (if any)), expenditure such as Office Equipment (Computer Hardware & Software), Printing, Publication & Communication, and other misc. (Labor work i.e., office boy, data entry operator, etc.), based on input months, will be charged by the Consultant as per agreed terms and conditions.

#### **11. COST OF TESTING**

Cost of testing of various quality test to be performed by selected Consultant in light of section 6, will be determined by multiplying the rate of each test proposed by the Consultant multiplied with the total number of tests.

#### **12. FINANCIAL PROPOSAL OF CONSULTANT**

The Consultant will submit single financial proposal of the job against TOR inclusive of direct and indirect costs inclusive of all applicable govt. taxes.

Proposal should also include all related cost to the human resource, travelling and accommodation, boarding and lodging, local communication, drafting, printing and reporting, labor work and testing cost. Lab / Field Testing cost will be determined by the consultant in accordance with the actual test performed.

If extra test are to be conducted by the TPV Consultant on the directions of the client, the cost of such test will be reimbursed accordingly on the given rate of the TPV Consultants.

#### **13. DELIVERABLES, PAYMENT AND TIMELINE**

The Consultants shall submit final report of Third Party Validation of the assignment as per following schedule:-

<b>Sr.</b>	<b>Description of Services</b>	<b>Time Frame</b>	<b>Cumulative Time Frame (days)</b>	<b>% age of payment</b>
1.	Inception Report/work methodology	Within 07 days of effectiveness of the contract	07	10%
2.	Site Visits and Field operations	Within 40 days of effectiveness of the contract	60	-
3.	Submission of Draft Report	10 Days	75	40%
4.	Verification of draft report by DG (M&E)	Within 5 days	Not to be included in Time Frame	
5.	Submission of Final Report	Within 5 days	80	40%
6	Presentation to Competent Authority as and when desired	-	90	10%

Payment will be made to the TPV Consultants after deducting all the applicable taxes levied at the time of payment.

#### **14. PROFESSIONAL LIABILITY OF THE TPV CONSULTANTS**

Procurement Rules-2014.

Professional Liability of the TPV Consultants shall be observed under the provisions of Punjab