



# PAKISTAN WATER & POWER DEVELOPMENT AUTHORITY

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No. GM(H)P/D(D)/IARC/2024/ 1619-25

Date 27/03/24

Director Public Relations Division (PRD)  
WAPDA, G-32 Wapda House,  
Lahore

Subject: **PROCUREMENT OF CONSULTANCY SERVICES FOR "INSTITUTIONAL ASSESSMENT AND REFORMS CONSULTANCY SERVICES (IARC)" FOR WAPDA**

**ANNOUNCEMENT OF TECHNICAL EVALUATION REPORT (PPRA RULE-35)**

Subsequent upon approval of competent authority, kindly find attached duly filled and signed technical evaluation report (Annexure-I), pertaining to the procurement of subject Contract, to be forwarded to PPRA in view of PPRA Rule-35 for uploading on PPRA's website at the earliest. The same may be uploaded on WAPDA's website, please.

**DA/As above**

  
(Dr. Khawar Munir) 27/03  
General (Manager) Hydro Planning

Copy to:

1. Advisor (Hydro) Planning WAPDA, Sunny View Estate, Lahore
2. General Manager (C&M), Water, WAPDA, Wapda House, Lahore
3. General Manager (CCC) WAPDA, Wapda House, Lahore
4. Chief Engineer-I (Hydro) Planning WAPDA, Sunny View Estate, Lahore
5. Director (Design) Hydro Planning WAPDA, Sunny View Estate, Lahore
6. SO to Member (Water) WAPDA, Wapda House, Lahore

## TECHNICAL EVALUATION REPORT (As Per Rule 35 of PP Rules, 2004)

1. Name of Procuring Agency: Pakistan Water & Power Development Authority
2. Method of Procurement: Single Stage - Two Envelope Procedure
3. Title of Procurement: Consultancy Services for "Institutional Assessment and Reforms Consultancy Services (IARC)" for WAPDA
4. Tender Inquiry No.: PRD(L)/WAPDA/333(2022-23)
5. PPRA Ref. No. (TSE): -
6. Date & Time of Bid Closing: 18.01.2024 1100 hours
7. Date & Time of Bid Opening: 18.01.2024 1130 hours
8. No of Bids Received: Three (03)
9. Criteria for Bid Evaluation: Evaluation Criteria attached as Annexure – II.
10. Details of Bid(s) Evaluation: As mentioned below

Name of Bidder	Technical Marks (if applicable)	Rule/Regulation/SBD*/ Policy/ Basis for Technical Rejection / Acceptance as per Rule 35 of PP Rules, 2004
M/s SMEC	75.15	2 <sup>nd</sup> Ranked
M/s DT Global	50.75	PP Rule 9(3) of 2010 & PP Rule 36 (b) (v) of 2004
M/s Ginger Sofreco JV	85.40	Highest / Top Ranked Proposal (PP Rule 3B (ii) (c-iii) & 9(4) of 2010)

11. Any other additional / supporting information, the procuring agency may like to share.  
The procurement was carried out in line with Public Procurement Rules and Regulations.  
The bidding is being done on QCBS method with 90:10 Technical to Financial Proposal Ratio.

Signature:



General Manager  
Hydro Planning

Official Stamp:

Wapda Sunny View Lahore.

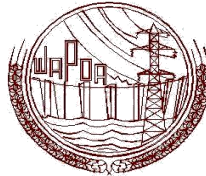
**\*Standard Bidding Documents (SBD).**

# SELECTION OF CONSULTANTS

## REQUEST FOR PROPOSALS

**RFP No.: PK-AF TARBELA 4TH-347070-IARC-QCBS**

**Selection of Consulting Services for:  
Institutional Assessment and Reforms Consultancy  
Services (IARC)**



**Client:**

**PAKISTAN WATER & POWER DEVELOPMENT AUTHORITY**

**Country: PAKISTAN**

**Issued on: November 02, 2023**

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## **SUMMARY DESCRIPTION**

### **PART I – SELECTION PROCEDURES AND REQUIREMENTS**

#### **Section 1: Letter of Invitation (LOI)**

This Section is a template of a letter from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The LOI includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable guidelines or policies of the financing institution that govern the selection and award process.

#### **Section 2: Instructions to Consultants and Data Sheet**

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

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

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

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

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

#### **Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

#### **Section 6: Bank’s Policy – Corrupt and Fraudulent Practices**

This Section provides shortlisted consultants with the reference to the Bank’s policy in regard to corrupt and fraudulent practices applicable to the selection process. This Section is also incorporated in the standard forms of contract (Section 8) as Attachment 1.

#### **Section 7: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications

of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

## **PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section 8: Standard Forms of Contract**

This Section includes standard contract forms for a Time-Based Contract. The General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates “Bank’s Policy – Corrupt and Fraudulent Practices” (Section 6 of Part I) in a form of Attachment 1.

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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant<sup>1</sup>]* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) **Client’s Personnel**” is as defined in Clause GCC 1.1(e).
- (h) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (i) **Contractor**” is as defined in Clause GCC 1.1.(h).
- (j) **Contractor’s Personnel**” is as defined in Clause GCC 1.1(i).
- (k) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

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<sup>1</sup> [“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

- (l) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (m) “Day” means a calendar day.
- (n) “ES” means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (o) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (p) “Government” means the government of the Client’s country.
- (q) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (s) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (t) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (u) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (v) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

- (w) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (x) “**Services**” means the work to be performed by the Consultant pursuant to the Contract.
- (y) **Sexual Exploitation and Abuse** “(SEA)”\* means the following:
- Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (z) “**Sexual Harassment**” “(SH)”\* is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Client’s Personnel.
- (aa) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (bb) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (cc) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

\*In the context of supervision of infrastructure contracts (such as Works or Plant) and other consulting services where the social risks are substantial or high, a non-exhaustive list of (i) behaviors which constitute SEA and

(ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

## 2. Introduction

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

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

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

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

## 3. Conflict of Interest

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

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

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

### a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm

hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting assignments**

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

**c. Conflicting relationships**

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**4. Unfair Competitive Advantage**

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

**5. Corrupt and Fraudulent Practices**

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

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

- 6. Eligibility**
- 6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.
- 6.2 Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.
- 6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:
- a. Sanctions**
- 6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with “Anti-Corruption Guidelines” shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.
- b. Prohibitions**
- 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
  - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- c. Restrictions for Government-owned Enterprises**
- 6.3.3 Government-owned enterprises or institutions in the Borrower’s country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client
- To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive

any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

**d. Restrictions for public employees**

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

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

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

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

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

**B. Preparation of Proposals**

**7. General Considerations**

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

**8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process

at any time prior to Contract award, without thereby incurring any liability to the Consultant.

- 9. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.  
10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).  
10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity** 12.1 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with Clause 13.1.1 of this ITC..  
12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.  
12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
- a. Extension of Validity Period** 12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may



request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of Key Experts at Validity Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

**c. Sub-Contracting**

12.9 The Consultant shall not subcontract the whole of the Services.

**13. Clarification and Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

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

**14. Preparation of Proposals – Specific Considerations**

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

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

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

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

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

**15. Technical Proposal**

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

**Format and Content**

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

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price Adjustment**

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

**b. Taxes**

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

**c. Currency of Proposal**

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of Payment**

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

**C. Submission, Opening and Evaluation**

**17. Submission, Sealing, and Marking of Proposals**

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the

form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

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

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

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

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

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

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client

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

**18. Confidentiality**

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

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

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

**19. Opening of Technical Proposals**

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

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

**20. Proposals Evaluation**

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the

Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.

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

**21. Evaluation of Technical Proposals**

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

**22. Financial Proposals for QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

**23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice.

23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

**24. Correction of Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum Contracts**

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

**25. Taxes**

25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**.

- 26. Conversion to Single Currency**      26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality- and Cost-Based Selection (QCBS)**      27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)**      27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.



**c. Least-Cost Selection**

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

**D. Negotiations and Award**

**28. Negotiations**

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

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

**a. Availability of Key Experts**

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

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

**b. Technical negotiations**

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

**c. Financial negotiations**

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

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

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

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

## **29. Conclusion of Negotiations**

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

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

## **30. Award of Contract**

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations.

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

## Instructions to Consultants

### E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1 (b)</b>	<b>Islamic Republic of Pakistan</b>
<b>2.1</b>	<p><b>Name of the Client:</b> <i>Pakistan Water &amp; Power Development Authority</i></p> <p><b>Method of selection:</b> <i>Quality and Cost Based Selection (QCBS 90:10) as per Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits &amp; Grants by World Bank Borrowers, July-2014 available on <a href="http://www.worldbank.org">www.worldbank.org</a></i></p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> <i>Yes</i></p> <p><b>The name of the assignment is:</b> <i>Institutional Assessment and Reforms Consultancy Services (IARC)</i></p>
<b>2.3</b>	<p><b>A pre-proposal conference will be held:</b> <i>Yes</i></p> <p>Date of Pre-proposal Conference: November 20, 2023 Time: 1000 hours Address: 714-Wapda House Lahore Telephone: 0092 995 350004 E-mail: <a href="mailto:pd.t5hpp@yahoo.com">pd.t5hpp@yahoo.com</a> Contact person/conference coordinator: <i>Chief Engineer/Project Director, T-5 HP, Tarbela Dam</i></p>
<b>2.4</b>	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> <i>NA</i>
<b>4.1</b>	<i>N/A</i>
<b>6.3.1</b>	<b>A list of debarred firms and individuals is available at the Bank's external website:</b> <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<ul style="list-style-type: none"> <li>• This RFP has been issued in the English language.</li> <li>• Proposals shall be submitted in English language.</li> </ul>

	<ul style="list-style-type: none"> <li>All correspondence exchange shall be in English language.</li> </ul>
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> <li>(8) TECH-7 Code of Conduct (ES)</li> <li>(9) NTN of Consultant &amp; Active Tax Payers Status for Local Firms</li> </ol> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> <li>(5) Statement of Undertaking</li> </ol> <p>The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant's Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p>
<b>10.2</b>	<p><b>Statement of Undertaking is required:</b> <i>Yes</i></p> <p><i>[If Yes, make sure to include paragraph (g) in Form TECH-1]</i></p>
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p><b>Sub-consultants:</b> <i>Yes</i></p> <p><b>Key Experts and Non-Key Experts:</b> <i>No</i></p>
<b>12.1</b>	<p><b>Proposals Validity from deadline for submission of Proposals:</b> <i>182 days</i></p>
<b>13.1</b>	<p>Clarifications may be requested no later than <b>16 days</b> prior to the submission deadline</p> <p><b>Contact:</b> Chief Engineer/Project Director, T-5 HP, Tarbela Dam</p> <p><b>Phone:</b> 0995 350004</p>

	<b>E-mail:</b> <a href="mailto:pd.t5hpp@yahoo.com">pd.t5hpp@yahoo.com</a>
<b>14.1.1</b>	<p><b>Shortlisted Consultants may associate with</b></p> <p>(a) <b>non-shortlisted consultant(s):</b> <i>Yes</i></p> <p>(b) <b>other shortlisted Consultants:</b> <i>No</i></p>
<b>14.1.2</b>	<b>Estimated input of Key Experts' time-input:</b> <i>100 person-months</i>
<b>14.1.3</b>	<p>The Consultants Proposal must include the minimum Key Experts time-input of <b>100 person-months</b></p> <p><i>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</i></p> <p><i>The less time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</i></p>
<b>14.1.4 and 27.2</b>	<b>N/A</b>
<b>15.2</b>	<p><i>The format of the Technical Proposal to be submitted is:</i></p> <p><i>Full Technical Proposal (FTP)</i></p> <p><i>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</i></p>
<b>16.1</b>	<ol style="list-style-type: none"> <li>(1) <i>Per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></li> <li>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></li> <li>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></li> <li>(4) <i>communications costs;</i></li> <li>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></li> <li>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></li> <li>(7) <i>Other allowances where applicable and provisional or fixed sums (if any)</i></li> </ol>

	<i>Any cost not added in relevant Fin-Form cannot be claimed.</i>
<b>16.2</b>	<b>Price Adjustment:</b> <i>A price adjustment provision applies to remuneration rates: No</i>
<b>16.3</b>	Information on the Consultant's tax obligations in the Client's country can be found from websites and offices of the Federal Bureau of Revenue (FBR) of Pakistan, KP Revenue Authority and Punjab Revenue Authority.
<b>16.4</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, <b>singly</b> or in combination of up to <b>three (03) currencies</b>.</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): <b>Yes</b></p>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	The Consultants " <b>shall not</b> " have the option of submitting their Proposals electronically.
<b>17.4</b>	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and two (02) copies (and a soft searchable copy in USB and incase of difference hard original copy will prevail);</p> <p>(b) <b>Financial Proposal:</b> one (1) original and one (01) copy (and searchable soft copy in USB sealed in financial proposal and incase of difference, hard original will prevail).</p>
<b>17.7 and 17.9</b>	<p>The Proposals must be submitted no later than:</p> <p><b>Date:</b> December 20, 2023</p> <p><b>Time:</b> 1100 hours PST</p> <p>Add warning marking "<b>Do not open before deadline</b>" in English language to the outer sealed envelope.</p> <p><b>The Proposal submission address is:</b> <i>Room No. 714-Wapda House, Lahore</i></p>
<b>19.1</b>	<p>Online option for opening of Technical Proposals is offered: <b>No</b></p> <p><b>The opening shall take place at:</b> <i>1130 PST at address of proposal submission in 17.7 above</i></p> <p><b>Date:</b> <i>same as 17.7 above</i></p>

<b>19.2</b>	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals: NA.</b>																																									
<b>21.1</b> (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: <span style="float: right;"><b>[10]</b></span></p> <p>Specific / similar projects handled in the last 20 years.</p> <table border="1" data-bbox="641 590 1149 856"> <thead> <tr> <th>No. of Project(s)</th> <th>%age Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">50</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">70</td> </tr> <tr> <td style="text-align: center;">3 or more</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): <span style="float: right;"><b>[25]</b></span></p> <table data-bbox="462 961 1291 1066"> <tr> <td>a) Technical approach and methodology</td> <td style="text-align: right;">12</td> </tr> <tr> <td>b) Work Plan</td> <td style="text-align: right;">8</td> </tr> <tr> <td>c) Organization and staffing</td> <td style="text-align: right;">5</td> </tr> </table> <p><i>{Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) <b>Key Experts' qualifications and competence for the Assignment:</b> <span style="float: right;"><b>[65]</b></span></p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <table border="1" data-bbox="500 1444 1291 1864"> <thead> <tr> <th>Position</th> <th>Expert Role</th> <th>Weight</th> </tr> </thead> <tbody> <tr> <td>K-1</td> <td>Team Leader</td> <td style="text-align: center;">10</td> </tr> <tr> <td>K-2</td> <td>Change Management Expert</td> <td style="text-align: center;">8</td> </tr> <tr> <td>K-3</td> <td>HR &amp; Admn Specialist</td> <td style="text-align: center;">7</td> </tr> <tr> <td>K-4</td> <td>Information System Expert</td> <td style="text-align: center;">6</td> </tr> <tr> <td>K-5</td> <td>Finance Expert</td> <td style="text-align: center;">6</td> </tr> <tr> <td>K-6</td> <td>Procurement and Contracts Management Expert</td> <td style="text-align: center;">6</td> </tr> <tr> <td>K-7</td> <td>Environmental Expert</td> <td style="text-align: center;">5</td> </tr> <tr> <td>K-8</td> <td>Power House Management Expert</td> <td style="text-align: center;">6</td> </tr> </tbody> </table>	No. of Project(s)	%age Marks	1	50	2	70	3 or more	100	a) Technical approach and methodology	12	b) Work Plan	8	c) Organization and staffing	5	Position	Expert Role	Weight	K-1	Team Leader	10	K-2	Change Management Expert	8	K-3	HR & Admn Specialist	7	K-4	Information System Expert	6	K-5	Finance Expert	6	K-6	Procurement and Contracts Management Expert	6	K-7	Environmental Expert	5	K-8	Power House Management Expert	6
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K-9	Civil Engineering & Dam Expert	6
K-10	Legal Expert/Corporate Lawyer	5
<b>Total</b>		<b>65</b>

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications (Bachelors, Masters & PhD): **[20%]**
    - Basic requirements of education:* 15%
    - Higher than required education:* 5%
  - 2) Adequacy for the Assignment (General Experience, Experience in sector / similar assignments / position): **[75%]**
    - Overall General experience:* 15%
    - Specific experience:* 40%
    - Specific experience of working in specific position:* 20%
  - 3) Status with the firm: **[05%]**
    - Full points for permanent otherwise NO points.* 5%
- Total weight: **[100%]**

**Total points for the (i), (ii) & (iii) criteria: 100**

**The minimum technical score (St) required to pass is: [75]**

**Notes:**

1. Age limit of Consultant Staff required to work actively in the field should be restricted to seventy (70) years of age. However, for those staff who are nominated purely for office / desk job, the age limit should be restricted to 75 (Seventy-Five) years. The Consultants will propose office / desk job man-months for each expert in Form Tech-6 of this RFP.
2. For the purpose of evaluation of proposals, “Permanent Status” means that the staff employed by the firm continuously for the last two years
3. Appointment letters of Key Experts need to be provided supported documents to confirm the status with respective firm.
4. The key experts of consultants must be proficient in written and spoken English.
5. In case, period of Expert’s minimum experience is found shorter than required, the expert will be scored zero.



	6. Key experts not having requisite basic education will not be considered for further evaluation.
<b>23.1</b>	An online option of the opening of the Financial Proposals is offered: <b>No</b>
<b>25.1</b>	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
<b>26.1</b>	The single currency for the conversion of all prices expressed in various currencies into a single one is: <b>PKR</b>  The Official source of the selling (exchange) rate is: <b>State Bank of Pakistan</b>  The date of exchange rate: <b>28<sup>th</sup> day prior to the Proposals submission date</b>
<b>27.1</b> <b>(QCBS only)</b>	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf): <b>100</b>  <b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b>  Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.  <b>The weights given to the Technical (T) and Financial (P) Proposals are:</b> <b>T = 90%, and</b> <b>P = 10%</b>  Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <b>S = St x T% + Sf x P%</b>

	<b>D. Negotiations and Award</b>
<b>28.1</b>	<b>Date &amp; Address for negotiation:</b> Successful firm will be intimated accordingly

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONSULTING SERVICES FOR INSTITUTIONAL ASSESSMENT AND REFORMS  
CONSULTANCY SERVICES (IARC)**

**AMENDMENT NO. 01**

Sr. No.	Reference	Page No.	Amendment
1.	<b>Section 2: Data Sheet</b> ITC Clause Reference 10.1	22	<p>The existing sub-clause is amended as follows:  <b>“The Proposal shall comprise the following:</b></p> <p align="center"><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p align="center"><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> <li>(8) TECH-7 Code of Conduct (ES)</li> <li>(9) TECH-8 Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration</li> <li>(10) NTN of Consultant &amp; Active Tax Payers Status for Local Firms</li> </ol> <p>AND</p> <p align="center"><b>2nd Inner Envelope with the Financial Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> <li>(5) Statement of Undertaking</li> </ol> <p>The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant’s Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.”</p>
2.	<b>Section 2: Data Sheet</b> ITC Clause Reference 17.7 & 17.9	24	<p>The existing sub-clause is amended as follows:  <b>“The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> January 18, 2024  <b>Time:</b> 1100 hours PST</p> <p>Add warning marking <b>“Do not open before deadline”</b> in English language to the outer sealed envelope.</p>

Sr. No.	Reference	Page No.	Amendment
3.	<b>Special Conditions of Contract (SCC)</b> Sub-Clause 46.1(a) (Advance Payment)	114-115	The existing sub-clause is amended as follows:  “The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment of 10% of sum of remuneration and reimbursable expenses of foreign currency and 10% of sum of remuneration and reimbursable expenses of local currency shall be made within 42 days after the Effective date. The advance payment will be set off by the Client in equal installments against the statements for the first 4 months of the services until the advance payment has been fully set off”  (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.”
4.	<b>Special Conditions of Contract (SCC)</b> Sub-Clause 47.1(a) Interest on Delayed Payments	115	The indicated interest rate is replaced with the following:  For PKR Component: KIBOR + 1% For Foreign Currency Component: SOFR + 1%



## **REQUEST FOR EXPRESSIONS OF INTEREST (REQ) CONSULTING SERVICES – FIRMS SELECTION (INTERNATIONAL)**

Country: Pakistan

Name of Project: Tarbela 5th Extension Hydropower Project

Assignment Title: Institutional Assessment and Reforms Consultancy Services (IARC)

Reference No. PK-AF TARBELA 4TH-347070-IARC-QCBS

The Government of the Pakistan has taken a loan of World Bank and IBRD loan in the amount of US\$390 million to fund the Tarbela Fifth Extension Hydropower Project. Part of the proceeds of the Loan would be used for these consulting services for developing and for institutional assessment and reform program for WAPDA.

The Water and Power Development Authority (WAPDA) was created in 1958 through an act/ordinance as an independent Authority to provide for unified and coordinated development of the water and power resources of the country. The Authority consists of a Chairman and three members, each for Water, Power and Finance, who also act as Managing Directors of respective sections. WAPDA Hydel, an entity with WAPDA's Power Wing, is operating about 13 hydropower stations under the generation license issued by National Electric Power Regulatory Authority (NEPRA) on November 3, 2004. Total installed capacity owned by WAPDA Hydel is around 7,000 MW, over 92 percent of which is in three plants – Tarbela 4,800 MW, Mangla 1,000 MW and Ghazi Barotha 1,450 MW – supplying over 30,000 Gwhs annually to the unified national grid. WAPDA is developing another 10,000 MW of hydropower plants. In addition, WAPDA carries out water management, irrigation, drainage and flood management projects on behalf of and with the funding provided by the Federal Government. WAPDA has a large setup spread all over the country with head office in Lahore. Currently 18,497 employees are working in WAPDA. Out of total working employees, 2,711 are technical and professional (officer rank from BPS-17 to 20) while rest of the employees are in assistance or support function (range from BPS-1 to 16 grades).

The consulting services ("the Services") include: carrying out review and assessment of WAPDA's charter, mandate, its institutional capacity, organization, strategies, policies, rules, regulations, systems, and practices and propose a reform program to make WAPDA a world class entity to harness the vast hydropower and renewable energy resources of Pakistan. Towards that end consultants would carry out review and assessment of all aspects of WAPDA, its mandate, institutional setup, systems, locations, staffing management practices, rules, regulations and systems used in WAPDA, and propose a reform program along with its implementation plan with monitorable and measurable steps and timelines.

The overall duration of the assignment will be 12 months, however, main work would be completed in first 09 months. Consulting services will be carried out under a time-based contract. The assignment is expected to commence on or around November, 2023.

The Terms of Reference (TOR) for the assignment can be found in the following website: [www.wapda.gov.pk](http://www.wapda.gov.pk)

The WAPDA now invites eligible institutional reform consulting firms ("Consultants") to indicate their interest in providing the Services. Interested Consultants should provide

information demonstrating that they have the required qualifications and relevant experience to perform the Services. The shortlisting criteria are:

(i) At least fifteen years of international experience in carrying out institutional assessment and development/implementation of the reform programs in at least three countries;

(ii) Should have cumulatively carried out at least three institutional reviews of reputable and substantial sized institutions similar to WAPDA and carried out the reform programs;

(iii) Financial soundness and appropriate personnel -should have regular employed staff of the company with expertise institutional reform programs.

Key Experts will not be evaluated and CVs need not to be submitted at the shortlisting stage.

Consultants are requested to submit at least the following supporting documents in support of the above-mentioned criteria: (a) Registration documents of the firm (s); (b) JV agreement/letter of intent (if applicable) indicating the specific area(s) where the support would be provided; (c) Firm's brochure; (d) Audited financial reports for last 3years; (e) organogram of the firm with the indication of personnel & logistics (f) records of similar experience (including nature, contract price, total input in terms of person-month, employer, funding agency(s), location of service etc.)

The attention of interested Consultants is drawn to paragraph 1.9 of the World Bank's Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers January 2011(Revised 2014 ("Consultant Guidelines"), setting forth the World Bank's policy on conflict of interest.

Consultants may associate with other firms to enhance their qualifications, but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected. In the case of an association (JV or Sub-consultancy), all members of such "association" should have real and well-defined inputs to the assignment and in such "association" it is preferable to limit the total number of firms to a maximum of 3.

A Consultant will be selected in accordance with Quality and Cost Based Selection (QCBS) method set out in the World Bank's Guidelines for the Selection and Employment of Consultants

Further information can be obtained at the address below during office hours from 0730 to 1530 hours local time.

Expressions of interest must be delivered in a written form to the address below in person, or by mail or by email by 1530 local time (GMT +5) hours on or before 07 June 2023.

**Attention:**

**Chief Engineer/PD T5HP**

**Conference Room, No. 529, WAPDA House, Lahore**

**Telephone: +92-995-350004 Facsimile: +92-995-350086**

**Email: pd.t5hpp@yahoo.com**

**This notice is also available at PPRA Website: [www.ppra.org.pk](http://www.ppra.org.pk)**

PID(L)

Website: [www.wapda.gov.pk](http://www.wapda.gov.pk)

PRD(L)/WAPDA/333(2022-23)

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WAPDA



Decade of Dams

## CORRIGENDUM

### REQUEST FOR EXPRESSIONS OF INTEREST (REOI)

Country: Pakistan

Name of Project: Tarbela 5th Extension Hydropower Project

Assignment Title: Institutional Assessment and Reforms Consultancy Services (IARC)

Reference No.: PK-AF TARBELA 4TH-347070-IARC-QCBS

The submission date for Expression of Interest for the subject Consultancy Services is extended from 07 June, 2023 for 03 weeks with new submission date as 28 June, 2023 up to 1530 hours local time (GMT +5).

### CHIEF ENGINEER/PROJECT DIRECTOR,

Tarbela 5th Extension Hydropower Project

Conference Room No. 529, Wapda house, Lahore

Telephone: +92-995-350004 Facsimile: +92-995-350086

Email: [pd.15hpp@yahoo.com](mailto:pd.15hpp@yahoo.com)

PID/L

Website: [www.wapda.gov.pk](http://www.wapda.gov.pk) PRO/L/WAPDA/384(2022-23)

**DONATE FOR DIAMER BASHA & MOHMAND DAMS**