

# SELECTION OF CONSULTANTS

## Request for Proposals Consulting Services

Procurement of:

*Consulting Services for Design,  
Procurement Support and Construction  
Supervision (C&W Component)*

RFP No: *PK-KP C&W-384118-CS-QCBS*  
Consulting Services for: *Design, Procurement Support and Construction  
Supervision Consultants*  
Client: *Communication and Works Department (C&WD)  
of Khyber Pakhtunkhwa*  
Country: *Pakistan*  
Issued on: *19 March 2024*

# TABLE OF CONTENT

PART I.....	3
Section 1. Request for Proposal Letter .....	3
Section 2. Instructions to Consultants and Data Sheet.....	7
Section 3. Technical Proposal – Standard Forms.....	45
Section 4. Financial Proposal - Standard Forms.....	64
Section 5. Eligible Countries .....	75
Section 6. Fraud and Corruption.....	77
Section 7. Terms of Reference .....	79
PART II.....	126
Section 8. Conditions of Contract and Contract Forms.....	126
PART III.....	183
Section 9. Notification of Intention to Award and Beneficial Ownership Forms.	183

## **PART I**

### **Section 1. Request for Proposal Letter**

# Request for Proposal Letter

## Consulting Services

**Date:** 19 March 2024  
**Name of Assignment:** Design, Procurement Support and Construction Supervision Consultants  
**RFP Reference No.:** PK-KP C&W-384118-CS-QCBS  
**Credit No.:** P176780  
**Country:** Pakistan  
**Deadline for submission:** 24 May 2024

Dear Mr. /Ms.:

***M/S NATIONAL ENGINEERING SERVICES PAKISTAN PVT LTD – [PAKISTAN] – LEAD FIRM***

*In Association With:*

- i *M/s GSK Engineerz – [Pakistan]*
- ii *M/s National Development Consultant Pvt Ltd – [Pakistan] (JV Partner)*
- iii *M/s Techno Engr Services International – [Pakistan] (JV Partner)*

1. The Islamic Republic of Pakistan (hereinafter called “Borrower”) has received financing from the International Development Association (IDA) (the “Bank”) in the form of a credit/loan (hereinafter called “credit/loan”) toward the cost of ***Khyber Pakhtunkhwa Rural Investment and Institutional Support Project***. Project Implementation Unit (PIU), Communication and Works Department (C&WD), Government of Khyber Pakhtunkhwa (GoKP), an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the ***PIU, C&WD, GoKP*** and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the credit/loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the ***PIU, C&WD, GoKP*** shall derive any rights from the loan agreement or have any claims to the proceeds of the credit/loan. For this contract, the Borrower may process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): ***Design, Procurement Support and Construction Supervision of Khyber Pakhtunkhwa Rural Investment and Institutional***

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

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

S#	Name of the Consultant	Country	Lead/JV Member or Sub-Consultant
1	<b>(i) M/s Creative Engineering Consultants</b>	<b>Pakistan</b>	<b>Lead</b>
	(ii) M/s ACE Architectural & Town Planning Services Limited	Pakistan	JV Partner
	(iii) M/s Creative Structural Engineering Solution	Pakistan	Sub-Consultant
2	<b>M/s Engineering Consultant International (Pvt) Ltd</b>	<b>Pakistan</b>	<b>Lead</b>
3	<b>(i) M/s Meinhardt Pakistan Pvt Ltd</b>	<b>Pakistan</b>	<b>Lead</b>
	(ii) M/s Ultimate Engineering Consultant	Pakistan	JV Partner
	(iii) M/s Global Consultants	Pakistan	JV Partner
	(iv) M/ s Civ Tech Associates	Pakistan	
4	<b>(i) M/s National Engineering Services Pakistan Pvt Ltd</b>	<b>Pakistan</b>	<b>Lead</b>
	(ii) M/s GSK Engineerz	Pakistan	
	(iii) M/s National Development Consultant Pvt Ltd	Pakistan	JV Partner
	(iv) M/s Techno Engr Services International	Pakistan	JV Partner
5	<b>(i) M/s Osmani and Company Pvt Ltd</b>	<b>Pakistan</b>	<b>Lead</b>
	(ii) M/s Project Planning and Management Ltd	Pakistan	JV Partner
	(iii) M/s Associated Consultancy Centre Pvt Ltd	Pakistan	JV Partner
	(iv) M/s PAVRON	Pakistan	
6	<b>(i) M/s Rehman Habib Consultants Pvt Ltd</b>	<b>Pakistan</b>	<b>Lead</b>
	(ii) M/s Turkish Engineering Consulting and Contracting Co	Turkey	JV Partner
	(iii) M/s SAMPAK International	Pakistan	JV Partner
	(iv) ETA (Engineering and Technical Associates)	Pakistan	
7	<b>(i) M/s Sunjin Engineering and Architecture Co. Ltd</b>	<b>Korea</b>	<b>Lead</b>
	(ii) M/s National Engineering Corporation	Pakistan	JV Partner
8	<b>(i) M/s Zeeruk Global</b>	<b>Pakistan</b>	<b>Lead</b>
	(ii) M/s Kasib Consultants Pvt Ltd	Pakistan	JV Partner
	(iii) M/s PID Consultant	Pakistan	JV Partner

4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under **Quality and Cost Based Selection (QCBS)** procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" dated July 2016, revised November 2020 ("Procurement Regulations") , which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)

The RFP includes the following documents:  
Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet  
Section 3 - Technical Proposal (FTP) - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 – Eligible Countries  
Section 6 – Fraud and Corruption  
Section 7 - Terms of Reference  
Section 8 - Standard Forms of Contract (Time-Based)

6. Please inform us by **21 Marh 2024**, in writing at **Project Director, Project Implementation Unit (PIU), Khyber Pakhtunkhwa Rural Investment and Institutional Support Project (KP-RIISP), Communication and Works Department (C&WD), Government of Khyber Pakhtunkhwa (GoKP), Peshawar Pakistan, Address: House No. 8-BC Park Road, University Town Peshawar, Khyber Pakhtunkhwa, Pakistan** or by E-mail: **pdkpriisp@gmail.com**.

- (a) that you have received this Request for Proposals; and
- (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

7. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.

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

Yours sincerely,



**Engr. Naveed Iqbal**  
Project Director  
PIU, KP-RIISP  
C&WD, GoKP, Peshawar Pakistan  
Phone: +92-91-9224272  
E-mail: pdkpriisp@gmail.com

## Section 2. Instructions to Consultants and Data Sheet

### TABLE OF CONTENT

A. General Provisions .....	9
1. Definitions .....	9
2. Introduction .....	12
3. Conflict of Interest .....	12
4. Unfair Competitive Advantage.....	14
5. Fraud and Corruption .....	14
6. Eligibility .....	14
B. Preparation of Proposals .....	16
7. General Considerations.....	16
8. Cost of Preparation of Proposal .....	16
9. Language .....	16
10. Documents Comprising the Proposal.....	16
11. Only One Proposal.....	17
12. Proposal Validity .....	17
13. Clarification and Amendment of RFP .....	18
14. Preparation of Proposals Specific Considerations .....	19
15. Technical Proposal Format and Content.....	20
16. Financial Proposal.....	20
C. Submission, Opening and Evaluation.....	21
17. Submission, Sealing, and Marking of Proposals .....	21
18. Confidentiality.....	22
19. Opening of Technical Proposals .....	23
20. Proposals Evaluation .....	23
21. Evaluation of Technical Proposals .....	24
22. Notification of Results of Technical Evaluation, Opening of /Invitation to Submit Financial Proposals for QBS .....	24
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods).....	25
24. Correction of Errors .....	26

25.	Taxes.....	27
26.	Conversion to Single Currency.....	27
27.	Combined Quality and Cost Evaluation.....	27
D.	Negotiations and Award.....	28
28.	Negotiations.....	28
29.	Conclusion of Negotiations.....	29
30.	Standstill Period.....	30
31.	Notification of Intention to Award.....	30
32.	Notification of Award.....	31
33.	Debriefing by the Client.....	32
E.	Data Sheet.....	34



# Instructions to Consultants

## 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 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.
- (c) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) **“Borrower”** means the Government, Government agency or other entity that signs the *[loan/financing/grant<sup>1</sup>]* agreement with the Bank.
- (e) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **“Client’s Personnel”** is as defined in Clause GCC 1.1(e).
- (g) **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) **“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).
- (i) **“Contractor”** is as defined in Clause GCC 1.1.(h).

---

<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]*

- (j) “**Contractor’s Personnel**” is as defined in Clause GCC 1.1(i).
- (k) “**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.
- (l) “**Day**” means a calendar day, unless otherwise specified as “**Business Day**”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (m) “**ES**” means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (n) “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (o) “**Government**” means the government of the Client’s country.
- (p) “**in writing**” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (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) **“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.
- (u) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (v) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (x) **“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.
- (y) **“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 or Client’s Personnel.
- (z) **“Site”** is as defined in Clause GCC 1.1 (z).
- (aa) **“SPD - RFP”** means the Standard Procurement Document - 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 the Consultant remains responsible to the Client during the whole performance of the Contract.

(cc) “**Terms of Reference (TORs)**” (this Section 7 of the RFP) means the Terms of Reference that explains 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.

\*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 Request for Proposals (RFP), 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 interest 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. Fraud and Corruption**

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, 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 Procurement Regulations.

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

**a. Sanctions**

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in

the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.

**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 State-Owned Enterprises**

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

**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, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and

- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower  
Debarment**

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

**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 ITC 13.1.1.

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 ITC 5.

**a. Extension of Proposal Validity**

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, except as provided in ITC 12.7.

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

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.

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute 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 substitute 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 Format and Content**

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

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

**16. Financial Proposal**

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

**a. Price Adjustment**

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

**b. Taxes**

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

**c. Currency of Proposal**

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the

**Data Sheet.** If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of Payment**

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

**C. Submission, Opening and Evaluation**

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

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. 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 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) and its copies shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[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 be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the 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 Notification of Intention to Award the

Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

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 shall 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 ITC 23.

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 ITC 15.1, 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 ITC 12.7. 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. Notification of Results of Technical Evaluation, Opening of /Invitation to Submit Financial Proposals for QBS**

22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest-ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.

22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

22.3 If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest-ranking Consultant. If Financial Proposals were not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply, and the highest-ranking Consultant shall be invited to submit its Financial Proposals for negotiations.

22.4 The opening date of the Financial Proposal or invitation of the highest-ranking Consultant to submit its Financial Proposal, as applicable, shall not be



earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date or the date to invite submission of Financial Proposal, as applicable, shall be subject to ITC 35.1.

**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, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.

23.4 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.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. 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 included 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**

24.1.2 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 ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

**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 with the Most

Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, 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 ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is 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 Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a 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 ITC 12. 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. Standstill Period** 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**31. Notification of Intention to Award** 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;

- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

### **32. Notification of Award**

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, 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, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. 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. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

#### Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read

out at financial proposal opening, and as evaluated;

- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

### **33. Debriefing by the Client**

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing



received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

**34. Signing of Contract**

34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

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

**35. Procurement Related Complaint**

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
1 (b)	Islamic Republic of <b>Pakistan</b>
2.1	<p><b>Name of the Client:</b> <i>Communication and Works Department, Government of Khyber Pakhtunkhwa</i></p> <p><b>Method of selection:</b> <i>Quality and Cost Based Selection (QCBS) as per the Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</i></p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b></p> <p>Yes</p> <p><b>The name of the assignment is:</b> <i>Design, Procurement Support and Construction Supervision Consultants.</i></p>
2.3	<p><b>A pre-proposal conference will be held:</b> <b>Yes</b></p> <p>Date of pre-proposal conference: <b>05 April 2024</b></p> <p>Time: <b>11:00 Hrs (Local Time)</b></p> <p>Address: <b>House No. 8-BC Park Road, University Town Peshawar, Khyber Pakhtunkhwa, Pakistan</b></p> <p>Phone No: <b>+92-91-9224272</b></p> <p>Email: <b><a href="mailto:pdkpriisp@gmail.com">pdkpriisp@gmail.com</a></b></p> <p>Contact person/conference coordinator: <b>Engr. Naveed Iqbal, Project Director, PIU, KP-RIISP, C&amp;WD</b></p> <p>Telephone: <b>+92-91-9224272</b></p> <p>E-mail: <b><a href="mailto:pdkpriisp@gmail.com">pdkpriisp@gmail.com</a></b></p>
2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> <u><a href="#">N/A</a></u></p>

6.3.1	A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
9.1	This RFP has been issued in the <b>English</b> language. Proposals shall be submitted in <b>English</b> language. All correspondence exchange shall be in <b>English</b> language.
10.1	<p>The Proposal shall comprise the following:</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): 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.</li> </ol> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</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> </ol>

	(5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	<p><b>Statement of Undertaking is required.</b></p> <p><b>Yes</b></p>
11.1	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible.</b></p> <p><b>No</b></p>
12.1	<p><b>Proposals shall be valid until</b> for <b>150</b> calendar days after the proposal submission deadline.</p>
13.1	<p><b>Clarifications may be requested no later than 10 days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:</p> <p><b>Project Director</b>  Project Implementation Unit  Khyber Pakhtunkhwa Rural Investment and Institutional Support Project  Address: House No. 8-BC Park Road, University Town Peshawar  Khyber Pakhtunkhwa, Pakistan  Phone No: +92-91-9224272  Email: <a href="mailto:pdkpriisp@gmail.com">pdkpriisp@gmail.com</a></p>
14.1.1	<p><b>Shortlisted Consultants may associate with</b></p> <p>(a) non-shortlisted consultant(s): <b>No</b></p> <p>Or</p> <p>(b) other shortlisted Consultants: <b>No</b></p>
14.1.2	<p><b>Estimated minimum input of Key Experts' time-input: 200 staff months, non-key staff 455 staff months and technical support staff is 500 staff months.</b></p>
14.1.3 for time-based	<p><b>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of 200 staff months.</b></p> <p><b>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the</b></p>

<p>contracts only</p>	<p><b>missing time-input (expressed in person-month) is calculated as follows:</b></p> <p><b>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</b></p>
<p><b>14.1.4 and 27.2</b></p>	<p><b>Not Applicable</b></p>
<p><b>15.2</b></p>	<p>The format of the Technical Proposal to be submitted is: <a href="#">Full Technical Proposal (FTP)</a>.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p><b>16.1</b></p>	<p><b><u>Financial Proposal</u></b></p> <p>The consultants’ proposals should cover all aspects of assignment and associated costs, such as including, but not limited to, office operation costs, travel cost, materials for running the office, vehicles, transport etc. for carrying out the assignments, duties and taxes that are due to be paid by the consultants.</p> <p>All the reimbursable direct cost to be indicated by the consultants are:</p> <ol style="list-style-type: none"> <li>(1) A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and as applicable, outside the Client’s country for purposes of the Services;</li> <li>(2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route. Air travel will be by economy class;</li> <li>(3) Cost of applicable international or local communications such as the use of telephone, internet and facsimile required for the purpose of the Services;</li> <li>(4) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(5) Cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(6) Cost of transportation to cover the supervision and other official journeys, furnishing the offices and accommodations (bachelor only)</li> <li>(7) Cost of renovation for offices and accommodations</li> </ol>

	(8) Cost of such further items required for purposes of the Services not covered in the foregoing that the firm may need during the execution of the services.
16.2	<p><b>A price adjustment provision applies to remuneration rates:</b> Yes</p> <p>Foreign portion price adjustment: <b>As per home country</b></p> <p>Local portion price adjustment: <b>As per Islamic Republic of Pakistan</b></p>
16.3	<p>Under the applicable law, the Client has to deduct advance withholding tax (against income tax besides General Sales Tax for which a provision shall be made in the special conditions of the Contract so that there is no financial liability of the consultants in this regard).</p> <p><b>Information on the Consultant's tax obligations in the Client's country</b> can be found at Federal Board of Revenue website "<a href="https://www.fbr.gov.pk">https://www.fbr.gov.pk</a>". and "<a href="https://kpra.gov.pk">https://kpra.gov.pk</a>"</p>
16.4	<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, singly or in combination of up to three foreign currencies.</p> <p><b>The Financial Proposal should state local costs in the Client's country currency (local currency):</b> <b>Yes</b></p>
<b>C. Submission, Opening and Evaluation</b>	
17.1	<b>The Consultants shall not have the option of submitting their Proposals electronically.</b>
17.4	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original and <b>two (2) copies;</b> and <b>one electronic copy searchable / USB.</b></p> <p>(b) <b>Financial Proposal:</b> one (1) original <b>and one scanned copy in pdf (searchable) on a USB as a part of and included in sealed envelope of the financial proposal</b> and Data sheets of cost and staff months. <b>In case of</b></p>

**Section 2. Instructions to Consultants - Data Sheet**

---

	<p>discrepancy between original and copy, original will prevail and in case of discrepancy between hard and soft copy, hard copy will prevail.</p>
<b>17.7 and 17.9</b>	<p><b>The Proposals must be submitted no later than:</b> <b>Date: 24 May 2024</b> <b>Time: 12:00 hours (Local Pakistan Standard Time)</b></p> <p><b>The Proposal submission address is:</b> Office of the Project Director, Project Implementation Unit, Khyber Pakhtunkhwa Rural Investment and Institutional Support Project, Communication and Works Department, Government of Khyber Pakhtunkhwa</p> <p>Address: House No. 8-BC Park Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan</p> <p>Phone No: +92-91-9224272</p>
<b>19.1</b>	<p><b>An online option of the opening of the Technical Proposals is offered:</b> No; however, consultants may be invited to join the opening virtually. The related notice will be issued 02 days prior to the opening of technical proposals.</p> <p><b>The opening shall take place at:</b></p> <p><b>Date: 24 May 2024</b> <b>Time:</b> immediately after the proposal submission deadline.</p> <p><b>Address:</b> Office of the Project Director, Project Implementation Unit, Khyber Pakhtunkhwa Rural Investment and Institutional Support Project, Communication and Works Department, Government of Khyber Pakhtunkhwa</p> <p>House No. 8-BC Park Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan</p>
<b>19.2</b>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</b></p>

<p><b>21.1</b> (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>The (i) 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 skill mix; and the work plan has right input of Experts] (ii) Mere reproduction of TORs given in RFP and/or plagiarism will be assigned 'zero' score for this evaluation criteria.</p> <table border="1" data-bbox="407 495 1385 1423"> <thead> <tr> <th>S/No</th> <th>Description</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td><b>Specific Experience of the Consultant</b></td> <td><b>5</b></td> </tr> <tr> <td>2.</td> <td><b>Approach and Methodology</b></td> <td><b>20</b></td> </tr> <tr> <td></td> <td>(a) Methodology</td> <td>10</td> </tr> <tr> <td></td> <td>(b) Work Plan</td> <td>10</td> </tr> <tr> <td>3.</td> <td><b>Key Experts' Qualifications and Competence for the Assignment</b></td> <td><b>75</b></td> </tr> <tr> <td></td> <td>K1 Project Manager/Team Leader</td> <td>10</td> </tr> <tr> <td></td> <td>K2 Chief Architect</td> <td>7</td> </tr> <tr> <td></td> <td>K3 Chief Structural engineer</td> <td>7</td> </tr> <tr> <td></td> <td>K4 Chief Roads (Bridges, culverts) engineer</td> <td>7</td> </tr> <tr> <td></td> <td>K5 Senior Geotechnical</td> <td>4</td> </tr> <tr> <td></td> <td>K6 Senior Electrical Engineer</td> <td>4</td> </tr> <tr> <td></td> <td>K7 Senior Mechanical Engineer</td> <td>4</td> </tr> <tr> <td></td> <td>K8 Senior Solar Specialist</td> <td>4</td> </tr> <tr> <td></td> <td>K9 Senior Procurement and Contracts</td> <td>4</td> </tr> <tr> <td></td> <td>K10 Senior Environmental Specialist</td> <td>4</td> </tr> <tr> <td></td> <td>K11 Senior Social Specialist and Resettlement</td> <td>4</td> </tr> <tr> <td></td> <td>K12 Chief OHS &amp; Safety specialist</td> <td>4</td> </tr> <tr> <td></td> <td>K13 Senior Computer/GIS/ICT Specialist</td> <td>4</td> </tr> <tr> <td></td> <td>K14 Chief Resident Engineer</td> <td>8</td> </tr> <tr> <td></td> <td><b>Sub Total</b></td> <td><b>75</b></td> </tr> <tr> <td></td> <td><b>Total Points</b></td> <td><b>100</b></td> </tr> <tr> <td></td> <td><b>Minimum Qualifying Technical Score (75%)</b></td> <td><b>75</b></td> </tr> </tbody> </table> <p>The percentage distribution of weightage earmarked for evaluation sub-criteria for suitability of Key Personnel are:</p> <table border="1" data-bbox="407 1587 1385 1738"> <thead> <tr> <th>S/No</th> <th>Description/ Items</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Academic and General Qualifications</td> <td>20%</td> </tr> <tr> <td>2.</td> <td>Professional Experience Related to the Project</td> <td>70%</td> </tr> <tr> <td>3.</td> <td>Relevant Experience in the Region</td> <td>10%</td> </tr> </tbody> </table>	S/No	Description	Score	1.	<b>Specific Experience of the Consultant</b>	<b>5</b>	2.	<b>Approach and Methodology</b>	<b>20</b>		(a) Methodology	10		(b) Work Plan	10	3.	<b>Key Experts' Qualifications and Competence for the Assignment</b>	<b>75</b>		K1 Project Manager/Team Leader	10		K2 Chief Architect	7		K3 Chief Structural engineer	7		K4 Chief Roads (Bridges, culverts) engineer	7		K5 Senior Geotechnical	4		K6 Senior Electrical Engineer	4		K7 Senior Mechanical Engineer	4		K8 Senior Solar Specialist	4		K9 Senior Procurement and Contracts	4		K10 Senior Environmental Specialist	4		K11 Senior Social Specialist and Resettlement	4		K12 Chief OHS & Safety specialist	4		K13 Senior Computer/GIS/ICT Specialist	4		K14 Chief Resident Engineer	8		<b>Sub Total</b>	<b>75</b>		<b>Total Points</b>	<b>100</b>		<b>Minimum Qualifying Technical Score (75%)</b>	<b>75</b>	S/No	Description/ Items	Percentage	1.	Academic and General Qualifications	20%	2.	Professional Experience Related to the Project	70%	3.	Relevant Experience in the Region	10%
S/No	Description	Score																																																																																
1.	<b>Specific Experience of the Consultant</b>	<b>5</b>																																																																																
2.	<b>Approach and Methodology</b>	<b>20</b>																																																																																
	(a) Methodology	10																																																																																
	(b) Work Plan	10																																																																																
3.	<b>Key Experts' Qualifications and Competence for the Assignment</b>	<b>75</b>																																																																																
	K1 Project Manager/Team Leader	10																																																																																
	K2 Chief Architect	7																																																																																
	K3 Chief Structural engineer	7																																																																																
	K4 Chief Roads (Bridges, culverts) engineer	7																																																																																
	K5 Senior Geotechnical	4																																																																																
	K6 Senior Electrical Engineer	4																																																																																
	K7 Senior Mechanical Engineer	4																																																																																
	K8 Senior Solar Specialist	4																																																																																
	K9 Senior Procurement and Contracts	4																																																																																
	K10 Senior Environmental Specialist	4																																																																																
	K11 Senior Social Specialist and Resettlement	4																																																																																
	K12 Chief OHS & Safety specialist	4																																																																																
	K13 Senior Computer/GIS/ICT Specialist	4																																																																																
	K14 Chief Resident Engineer	8																																																																																
	<b>Sub Total</b>	<b>75</b>																																																																																
	<b>Total Points</b>	<b>100</b>																																																																																
	<b>Minimum Qualifying Technical Score (75%)</b>	<b>75</b>																																																																																
S/No	Description/ Items	Percentage																																																																																
1.	Academic and General Qualifications	20%																																																																																
2.	Professional Experience Related to the Project	70%																																																																																
3.	Relevant Experience in the Region	10%																																																																																
	<p><b>Public Opening of Financial Proposals</b></p>																																																																																	



<p><b>23.4</b></p>	<p><b>An online option of the opening of the Financial Proposals is offered: No</b></p>
<p><b>23.5</b></p>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact <b>Project Director, PIU, KP-RIISP, C&amp;WD</b> and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available.</p>
<p><b>25.1</b></p>	<p>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.</p>
<p><b>26.1</b></p>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: Pakistani Rupees (PKR)</b></p> <p><b>The official source of the selling (exchange) rate is: State Bank of Pakistan</b></p> <p><b>The date of the exchange rate is: 28 days prior to submission of proposal.</b></p>
<p><b>27.1</b> <b>(QCBS only)</b></p>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p>

	<p><math>S_f = 100 \times F_m / F</math>, in which “<math>S_f</math>” is the financial score, “<math>F_m</math>” is the lowest price, and “<math>F</math>” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = <u>0.70</u> (70%)</b></p> <p><b>P = <u>0.30</u> (30%)</b></p> <p>Proposals are ranked according to their combined technical (<math>S_t</math>) and financial (<math>S_f</math>) 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: <math>S = S_t \times T\% + S_f \times P\%</math>.</p>
	<p><b>D. Negotiations and Award</b></p>
28.1	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> 17 June 2024</p> <p>Office of the Project Director, Project Implementation Unit, Khyber Pakhtunkhwa Rural Investment and Institutional Support Project, Communication and Works Department, Government of Khyber Pakhtunkhwa</p> <p><b>Address:</b> House No. 8-BC Park Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan</p>
32.1	<p>The successful Consultant shall submit the Beneficial Ownership Disclosure Form.</p>
34.2	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> 19 June 2024 at: Khyber Pakhtunkhwa, Pakistan and project site.</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention     <b>Engr. Naveed Iqbal</b>  Title or position     <b>Chief Engineer (Foreign Aided Projects)</b>  Client                     <b>Communication &amp; Works Department</b>                                       <b>Government of Khyber Pakhtunkhwa</b></p>

	<p><b>Address: House No. 8-BC Park Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan</b></p> <p>Phone No.: <b>+92-91-9224272</b> Email: <b>chiefengineer.fap@gmail.com</b></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of this Request for Proposal;</li><li>2. the Client's decision to exclude a consultant from the procurement process prior to the award of contract; and</li><li>3. the Client's decision to award the contract.</li></ol>
--	--

## Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP <input type="checkbox"/>		FORM	DESCRIPTION	Page Limit (a page is defined as one printed side of A4)
FTP	STP			
<input type="checkbox"/>		TECH-1	Technical Proposal Submission Form.	03
<input type="checkbox"/> If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	01 each page by each firm
<input type="checkbox"/> If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	01 each page by each partner firm
<input type="checkbox"/>		TECH-2	Consultant's Organization and Experience.	As given below
<input type="checkbox"/>		TECH-2A	A. Consultant's Organization	05
<input type="checkbox"/>		TECH-2B	B. Consultant's Experience	60
<input type="checkbox"/>		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	As given below
<input type="checkbox"/>		TECH-3A	A. On the Terms of Reference	05
<input type="checkbox"/>		TECH-3B	B. On the Counterpart Staff and Facilities	05
<input type="checkbox"/>		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	80
<input type="checkbox"/>		TECH-5	Work Schedule and Planning for Deliverables	08
<input type="checkbox"/>		TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	8 pages each CV
<input type="checkbox"/>		TECH-7	Code of Conduct (ES)	10
<input type="checkbox"/>		TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

### Section 3. Technical Proposal – Standard Forms

---

Notes:

- All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.
- Consultants are advised to strictly comply with the page limits given in the checklist of required forms.
- **The CVs not signed by the experts or authorized representatives shall not be considered for evaluation.**
- The Expert proposed against the full-time positions should not have a parallel engagement for consultancy assignments since overlapping is not allowed.
- The Consultant and the expert failed to disclose any situation of an actual or potential conflict of interest, sanctions, criminal records and/or other information that would make the expert ineligible under the provision of this RFP.

## FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

---

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.

**Section 3. Technical Proposal – Standard Forms**

---

(e) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others].*

We *[where JV, insert: “including any of our JV members”]*, and any of our sub-consultants:

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
  - (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
  - (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- (g) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

\_\_\_\_\_  
Signature (of Consultant’s authorized representative) {In full and initials}:

Full name:{insert full name of authorized representative}

### Section 3. Technical Proposal – Standard Forms

---

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.



## FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

---

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

#### A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

#### B - Consultant's Experience

---

1. List only previous similar assignments successfully completed in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.

**Section 3. Technical Proposal – Standard Forms**

---

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

## **FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**

### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

#### **A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

#### **B - On Counterpart Staff and Facilities**

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

## FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

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

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks, (including on the Environmental and Social (ES) aspects) to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

**FORM TECH-5 (FOR FTP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
<b>D-1</b>	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of final report to Client}													
<b>D-2</b>	{e.g., Deliverable #2:.....}													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**FORM TECH-6 (FOR FTP)**

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position	D-1	D-2	D-3	.....	D-...					Home	Field	Total
<b>KEY EXPERTS</b>														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [2 month]	[1.0]	[1.0]									
			[Field] [0.5 m]	[2.5]	[0]									
K-2														
K-3														
n														
											<b>Subtotal</b>			
<b>NON-KEY EXPERTS</b>														
N-1			[Home]											
			[Field]											
N-2														
n														
											<b>Subtotal</b>			
											<b>Total</b>			

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

### Section 3. Technical Proposal – Standard Forms

---

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.



Full time input



Part time input

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

---

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

---



**Section 3. Technical Proposal – Standard Forms**

---

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

---

**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved)	

**Expert’s contact information :** (e-mail ....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

---

Name of Expert	Signature	Date
----------------	-----------	------

{day/month/year}

---

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
---	-----------	------

## FORM TECH-7 (FOR FTP AND STP)) CODE OF CONDUCT FOR EXPERTS (ES) FORM

**Note to the Consultant:**

**The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified.** However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

### CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [*enter name of consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

#### REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment; and

- c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;
7. not engage in Sexual Exploitation, which means 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 ;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

### **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We

will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM**  
**BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND**  
**BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

- (1) **Examples of sexual exploitation and abuse** include, but are not limited to:
- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
  - An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
  - An Expert rapes, or otherwise sexually assaults a member of the community.
  - An Expert denies a person access to the Site unless he/she performs a sexual favor.
  - An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.
- (2) **Examples of sexual harassment in a work context**
- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
  - When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
  - Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
  - An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

**FORM TECH-8 (FOR FTP AND STP)  
SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT  
(SH) PERFORMANCE DECLARATION**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
We: <input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations <input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations <input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
<b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b>

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

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the 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 in Section 2.

- FIN-1      Financial Proposal Submission Form
- FIN-2      Summary of Costs
- FIN-3      Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4      Reimbursable expenses

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

---

{Location, Date}

To: [Name and address of Client]

---

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

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

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

---

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

We remain,

Yours sincerely,

---

\_\_\_\_\_



**Section 4. Financial Proposal – Standard Forms**

---

Signature (of Consultant's authorized representative) {In full and initials}:

Full name:{insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}\_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM FIN-2 SUMMARY OF COSTS**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) <b>Remuneration</b>				
(2) <b>Reimbursables</b>				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b>Total Estimate for Indirect Local Tax:</b>				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

### FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
_____	<b>Key Experts</b>							
K-1	_____	_____	[Home]	_____	_____	_____	_____	_____
	_____	_____	[Field]	_____	_____	_____	_____	_____
K-2	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
_____	<b>Non-Key Experts</b>							
N-1	_____	_____	[Home]	_____	_____	_____	_____	_____
N-2	_____	_____	[Field]	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	Total Costs				_____	_____	_____	_____

## Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

---

### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

- (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Consultant’s Representations Regarding Costs and Charges  
(Model Form I)**

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sub>1</sub>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sub>1</sub>
Home Office									
Client’s Country									

{\* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

**FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

<b>B. Reimbursable Expenses</b>								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem	{Day}						
—	{e.g., International flights}	{Ticket}						
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of							
	{e.g., Office rent}							
	.....							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.



## Section 5. Eligible Countries

**In reference to ITC 6.3.2**, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

## Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/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
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

## Section 6. Fraud and Corruption

---

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

---

<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## Section 7. Terms of Reference for Design & Supervision Consultants for Administrative Infrastructure and Key Roads in Newly Merged Areas

### I. Introduction

1.1. **Background.** Khyber Pakhtunkhwa (KP), Pakistan’s third-largest province by population, has made significant progress in poverty reduction in recent years, though parts of the province remain vulnerable. KP’s poverty rate fell from 73.8 percent in FY02 to 27 percent in FY14, the largest decrease in among Pakistan’s provinces. However, nearly half of the 30.5 million inhabitants of KP, as well as three-fourths of the five million inhabitants of the former Federally Administered Tribal Areas (FATA, henceforth Newly Merged Areas or NMA), live in multidimensional poverty.<sup>1</sup> Over 30 percent of the population is made up of youth between the ages of 15 and 29, but their opportunities remain limited with an unemployment rate of 11 percent.<sup>2</sup> About 85 percent of the population lives in rural areas, where access to public services is not only poorer, but also worsening. Only two-thirds of the rural population has access to improved water sources (as opposed to 94 percent of the urban population) and the share of rural households with access to piped water sources has declined from 40 to 29 percent during 2005-2015 due to deteriorating infrastructure.<sup>3</sup> Together with malnutrition and poor access to clean water, sanitation and hygiene, these conditions contribute to childhood stunting, which affects 40 to 49 percent of children under the age of five in KP and NMA, respectively.<sup>4</sup> There are persistent gender disparities in a range of outcomes, including in access to basic services.

1.2. **The Merged Areas.** The 2018 merger of the erstwhile Federally Administered Tribal Areas (FATA) into Khyber Pakhtunkhwa present the province and the country with an enormous development opportunity. The Newly Merged Districts (NMD) cover an area of 27,200 square kilometers, with a population of around 4.8 million.<sup>5</sup> The area comprises seven districts (Bajaur, Mohmand, Khyber, Kurram, Orakzai, North Waziristan, and South Waziristan), which made up the erstwhile Federally Administered Tribal Areas (FATA). Six adjoining tribal areas, namely Peshawar, Kohat, Bannu, Lakki, Marwat, Tank and Dera Ismail Khan, are known as the Frontier Regions (FR). The NMD lag in many socio-economic and development indicators. At the time of the merger, historical factors and institutional and administrative systems in these areas meant that most of the basic services provision and development outcomes in these areas were some of the lowest and least developed in the country (see Table 1).

**Table 1: Selected Comparative Indicators for NMD, KP and Pakistan (2018)**

---

<sup>1</sup> Based on the report ‘Multidimensional Poverty in Pakistan’, June 2016. Multidimensional poverty includes education, health, and standard of living.

<sup>2</sup> Bureau of Statistics, Government of Pakistan, Population Census 2017.

<sup>3</sup> World Bank 2018. *When Water Becomes a Hazard. A Diagnostic Report on the State of Water Supply, Sanitation, and Poverty in Pakistan and Its Impact on Child Stunting.* WASH Poverty Diagnostic. World Bank, Washington, DC.

<sup>4</sup> National Nutrition Survey 2018.

<sup>5</sup> Estimate from 2016

Indicator	Newly Merged Districts	Khyber Pakhtunkhwa (excl NMD)	Pakistan national averages
<b>GNI (per capita) (2018)</b>	US\$ 2,509	US\$ 4,328	US\$ 5,190
<b>Human Development Index</b>	0.216	0.628	0.557
<b>Percent of population below poverty line</b>	52.0%	40.0%	24.3%
<b>Net enrollment rate (primary)</b>	52.1%	59.0%	73.8%
<b>Maternal Mortality Rate (per 100,000)</b>	395	275	140
<b>Immunization of children (%)</b>	33.9%	40.0%	60.6%
<b>Population with access to improved drinking water</b>	46.7%	91.3%	92.6%
<b>Children stunted (children under 5)</b>	48.3%	40.0%	40.2%

Source: indicators drawn from World Bank, UNICEF, GoKP documents (2018)

1.3. **Institutional development.** A critical contributing factor to the low development outcomes in the merged areas is the relative lack of state presence that persists to this day. Historically, the FATA region was governed through a colonial-era designed political, administrative, and judicial system that separated the residents from the system prevailing in the rest of the country.<sup>6</sup> This administrative and political system continued into the establishment of Pakistan, where tribal areas continued to follow Rewaj (customs), a tribal code that provides dispute resolution through Jirga, imposition of collective responsibility, and mutual restraint and revenge.<sup>7</sup> The tribal areas remained outside the jurisdiction of provincial administration systems, and a FATA Secretariat (established in 2006) was responsible for planning, implementing and monitoring development activities in the region. In 2018, NMA was brought under the legal system and governmental authority of the Government of Khyber Pakhtunkhwa (GoKP). Following the merger, residents of NMA have expressed increased expectations for improved service delivery, particularly in the areas of clean water, food security, education, and health.<sup>8</sup> The Tribal Decade Strategy (2020-2030) points to the extension of administrative and service delivery systems as a critical prerequisite for improving development outcomes for areas facing some of the highest poverty rates in Pakistan.

1.4. In this context, the Government of Pakistan (GOP) and GoKP has requested World Bank financing to support the first phase of the Tribal Decade Strategy, with a strategic focus on building responsive and accountable institutions for service delivery and development in the Newly Merged Districts and Frontier Regions. **KP Rural Infrastructure and Institutional Support Project (RIISP)** is positioned to address critical priorities in the merged areas as outlined in the GoKP's TDS (2020-2030). This includes financing strategic investments to put in place administrative systems and services to facilitate citizen driven service delivery. Bank financing will provide complementary and foundational investments in infrastructure and institutional systems that would strengthen the Government's own investments, both recurring and

<sup>6</sup> Report of the Committee on FATA Reforms 2016

<sup>7</sup> Report of the Committee on FATA Reforms 2016

<sup>8</sup> Braley, Alia; Fraiberger, Samuel; Tas, Emcet O. 2021. *Using Twitter to Evaluate the Perception of Service Delivery in Data-Poor Environments*. Washington, DC: World Bank Group. Also see: *FATA Vulnerability Assessment conducted by UN agencies and the World Bank in 2017*.

development investments in the merged areas. The project will also support institutional development and investments made at the local government level (e.g., village council level), strengthening these institutions for planning and implementation of local budgets in an accountable, transparent and sustainable manner, and bolstering citizen participation and accountability systems. The project will pay particular attention to boosting the voice and participation of women at the grassroots level, to ensure that locally determined investments meet the needs of women and girls. The project components, when taken together, provide a critical and complementary set of investments into institution building and development of state systems in the NMD.

1.5. The objective of the proposed project is to expand access to and coverage of citizen-centric public services, including to poor and vulnerable households in the project areas. This will be achieved by supporting the GoKP to (i) strengthen integrated service delivery centers at the district, sub-divisional and sub-district (*Tehsil*) levels; (ii) build the capacity of village councils in the development of inclusive and participatory development plans and investments; and (iii) invest in the provision of critical public services in priority sectors, with a focus on poor and vulnerable households. The targeted project area will cover eight (8) newly merged districts (NMD) and six (6) frontier regions (FRs)

1.6. These terms of reference (TORs) are for supporting the first component related to strengthen integrated service delivery centers at the district, sub-divisional and sub-district (*Tehsil*) levels and aimed at preparing design and bidding documents for District and Tehsil level and the construction supervision administrative infrastructures, offices associated facilities, reconstruction, upgradation, or new construction of connecting roads to these complexes and other key road in each district. Part of the proceeds of the IDA credit would be used for financing these services. Detailed Scope of work and TORs are described below.

## II. Scope of Work

**2.1 Objective and Summary of Consulting Services** The main objective of the consulting services is to support Government of Khyber Pakhtunkhwa in: (a) the detailed design of civil works related to the construction of District and tehsil level administrative infrastructure, offices and associated with facilities and buildings, reconstruction, upgradation, of connecting roads or other roads of key importance, including the preparation of associated, architectural, environmental and social assessments and management plans; (b) preparation of bidding/ tender documents, PC-1s as required, and support in procurement of works, goods and services in accordance with the World Bank Procurement Regulations; and (c) construction supervision and project management support according to international contracting practices. Designs for administrative facilities should incorporate latest design in green building and focus on citizen-centric and gender friendly designs for district and tehsil complexes that afford space for all line departments and integrate one stop shops for citizen facilitation and improved service delivery.

## Section 7. Terms of Reference

**2.2** Table below provides a list of locations where administrative complexes, and infrastructure would be assessed, redesigned, constructed/re-constructed. Approximately, new district complexes would be required in four newly merged districts: Khyber, Orakzai, South Waziristan I and South Waziristan II., and some of the existing setup is to be upgraded in four Districts HQs: Bajur, Banuu, Mohamad, and North Waziristan. Approximately 24 AC/tehsil level administrative complexes are to be developed. This is tentative and precises lists would be developed by the consultants at the start of the consultancy during needs assessments studies and finalized together with the stakeholders.

No.	District		Merged AC/Tehsil offices	
	Merged (FATA)	Settled Distict		
1	Bajaur (upgrade)		Khar Nawagai	
2	Bannu (upgrade)		Wazir	
3		D.I. Khan	Darzinda	
4	Khyber (New)		Bara Jamrud Landikotal	
5		Kohat	Darra Adam Khel	
6		Kurram (upgrade)		Central Kurram Lower Kurram Upper Kurram
7	Lakki Marwat		Bettani	
8	Mohmand (upgrade)			Baizai Lower Mohmand
9		North Waziristan (upgrade)		Mirali Miranshah Razmak
10	Orakzai (NEW)			Lower Orakzai Upper Orakzai
11			Peshawar	Hassan Khel
12	South Waziristan I, South Waziristan II (NEW)		Ladha Sarwaki Wana	
13				
14		Tank	Jandola	
Total		8		24 Tehsil.
	(NEW)- New disrict complexes required			
	(upgrade - some infrstrucure exist has to be upgraded			

**2.3 Summary of activities.** The consultants would carry out, but not limited to, the following main activities:

- (i) Based on information the already available, through surveys and consultations with the key stakeholders, such as KP Government, District Administration, local people and other stakeholders, determine and define technical, architectural, land scaping, and use requirements of all district and tehsil level administrative buildings and complexes, offices, residences, conference facilities and other infrastructure and facilities required as well as equipment, electro-mechanical internet, information systems at each of the district and tehsil covered under the Project.

- (ii) Similarly based on the already available information and consultations with the stakeholders determine and define the needs for the road infrastructure connecting these complexes and/or key and important roads needed in the merged areas.
- (iii) After reaching shared understanding of the conceptual designs as determined in (i) and (ii), with all stakeholders, including consultations and dissemination workshop, as appropriate, and obtaining necessary approvals, Consultants will prepare feasibility and detailed designs (architectural & structural designs, cost estimates & BOQs and specifications including other social and environmental reports where required, ready for bidding) and bidding documents and support in procurement process together with bid evaluation for different infrastructure packages.
- (iv) Construction supervision of the works, good and services to be provided under this component of the Project. The Consultant will be designated as “ the Engineer / Project Manager” (*while Employer will be Project Director nominated by C&W*), under civil works contracts and carry out related/required studies and prepare reports, including but not limited to the environment, social and OHS studies and reports.
- (v) Prepare the Operations and Maintenance (O&M) manual for the construction of works and provide training for care and maintenance of the completed infrastructure projects to relevant staff in line departments overseeing the infrastructure assets.
- (vi) Project management support, assistance to the GoKP in the institutional setup for project implementation, technical assistance, training, setting up of project offices at the district level, support in project implementation and procurement planning, carrying out procurement, financial management, contract management, etc.
- (vii) Develop an information system GIS based, as well as a system for supervising and monitoring construction and project activities remotely through the internet connection and systems etc. and
- (viii) Ensure full compliance with the World Bank’s Procurement Regulations and Environment and Social Standards, including the preparation of site specific environmental and social screening and assessments, environmental and social impact assessments (EIA and SIA) and Resettlement Action Plan (RAP), Labor Management Plans (LMP), in line with the project’s Environment and Social Management Framework (ESMF).

Preparation of PC-I and Detailed Cost Estimate with Engineering design as required by the client and the P&D Department of Khyber Pakhtunkhwa Province.

Preparation of Monthly Progress Reports, Mid Term Reviews and Project Completion Reports, including assessment of completion of project results and objectives.

**2.4 Detailed Scope of Work:** The activities and scope of work will include, but are not limited to, the following tasks:



## **Task A: Needs Assessment, Detailed layout, Architectural, and Structural Design**

### **Task A1: Needs Assessment and overall Layout and Architectural Design:**

- (i) The Consultants will review and make use of all relevant and existing information made available by the Government of KP, its entities and stakeholders existing stock of building at district and carry out stakeholders' consultations and based that:
- (ii) Determine and recommend best approach (new, retrofitting, upgrading, renovation, rehabilitation etc.) and location of district and tehsil level administrative infrastructure and offices, residences and other associated facilities, schools, childcare, recreation facilities, citizen service centers, considering availability of land, connectivity, security and ease in access by citizens of the target areas.
- (iii) Determine overall layout, and design considering architectural, aesthetical, technical, climatic, land scaping, citizen friendly use of these infrastructure and facilities and develop a standardized modular design approach that can be adjusted/fitted to, increased, or decreased in size depending upon the extent of the requirements, availability of site and other constraints for each location.
- (iv) Prepare drawings of all the facilities to be constructed and models and carry out consultations and feedback workshops and seminar to engage and get feedback of all stakeholders.
- (v) Based on the feedback finalize the design of the facilities at each site along with required connectivity (including access road if needed) and other electrical, mechanical and information system, furnishing and furniture requirements that would be required for use of these all facilities in effective and productive manner.
- (vi) Propose implementation approach to develop all these facilities, optimal contract packing, procurement procedures and construction supervision arrangements.
- (vii) Determine the connectivity of the administrative complexes, and requirements for connecting, roads, their upgradation to the level of access required for District and Tehsil HQ complexes, and other essential and important roads (for which a detailed traffic analysis and pavement design will be required) required in these districts, and prepare a priority list and ranking for road network to be undertaken in phases allowing the availability of funds, i.e. priority 1 roads, priority 2, and priority 3 and so on.

### **Task A2: Preparation of Detailed Designs and Biding Documents:**

**2.5** The scope of work and activities under this Task would include, but not limited to, the following:

- (i) **Preparation of detailed designs.** Carry out detailed level designs for infrastructure for administrative facilities, including district complexes to house district administrative offices as well as relevant line department office

requirements, citizen service centers, and associated facilities (e.g., housing, childcare); Assistant Commissioner offices; and *tehsil* level administrative complexes that house relevant administrative services, as well as citizen facilitation centers (CFCs) or one stop shops for service delivery. The designs should be modular that can be adjusted to the requirements increased or reduced based on the requirements, and generalized into one or two typical style designs that can be easily replicated across the project area, and incorporate designs that are appropriate for the weather condition, promote citizen accessibility, including ensuring disabled access and the use of both men and women to the facilities keeping in mind the social structure and norms of the tribal districts. Facilities should be fully functional and integrate necessary water supply and power supply arrangements, be digitally enabled, integrate green and efficient design elements, support enabling infrastructure (e.g., kitchen canteens, childcare facilities) to ensure staff needs are met. District and Tehsil complexes should integrate options for integrated service delivery, including one stop shops, service windows for line departments, gender friendly waiting areas, public toilet facilities, and potential to hook up digitally enabled service points to access citizen services. The feasibility level designs should also include options for housing for administrative staff, boundary walls and internal roads, as needed.

- (ii) The road network within the complexes would be part of the Building Contracts. The roads required for connecting the district and tehsil complexes to the main road network and other key roads considered as priority in the project area (FATA Merged Districts) would be constructed as separate road construction contracts packages.
- (iii) Consultant shall carry out necessary topographical, and other survey and site investigations, including soil and water sampling, where needed, using appropriate technology on the ground and satellite imagery, GIS, and other computerized systems to gather data necessary for database establishment and engineering studies as mentioned above and for the design of the integrated administrative complexes. For the roads to be undertaken under the project, Consultants will carry out the required traffic studies, geological investigations, and the geometric and structural designs in accordance with the acceptable standards, including integration of climate resilience in the designs.
- (iv) Determine appropriate locations for administrative facilities in the project area and assess land requirements and potential land acquisition requirements for the facilities.
- (v) Determine space requirements, in discussion with relevant government departments, and develop typical designs of administrative office facilities that can easily be customized for specific site conditions during the detailed design stage, and determine criteria for similar office construction in light of available availability of local materials for construction, functionality, access and use,

## Section 7. Terms of Reference

---

- foundation and topographic condition, existing and proposed communication network, centrality from the population to be served, demarcation of population to be served, least amount of O&M during operation and including possible changes during life of the office facilities.
- (vi) Prepare estimates of quantities of construction, materials, equipment, and prepare cost estimates with appropriate physical and price contingencies, and breakdown by major work items.
  - (vii) Prepare bill of quantities and specifications and proper engineering drawings showing the new construction and rehabilitation works that need to be carried out if any in case of existing administrative facilities.
  - (viii) Prepare cost estimates for annual O&M of facilities to be constructed under the project and the budgetary requirements as well as manpower and resources required for O&M.
  - (ix) Prepare and recommend best way to package the development of the selected facilities, procurement strategy, method of procurement, and timetable and timelines for procurement and construction of each package, completion, and handover for regular use.
  - (x) Carry out environmental and social assessments in each cluster or package or facilities included in a group, which may form the basis for administrative and other management area.
  - (xi) Prepare Engineer's cost estimate for each contract package in standardized manner with appropriate level of contingencies, taxes, duties etc.
  - (xii) Preparation of detailed design of all construction, equipment, plants, and facilities, will include, but not limited to the following work activities, due consideration to:
    - (a) site conditions and circumstances, technical standard, use, aesthetic and ergonomics.
    - (b) technological innovation to meet the requirements with least cost solutions including technology and construction methods.
    - (c) architectural and aesthetic, ergonomics, functionality, durability and sustainability, and easy replication and adjustment to varying use requirements and services according to the acceptable standards.
    - (d) geo-technical investigations and laboratory analysis, which may be additionally required to determine the basic design parameter for the construction of structures, and to locate appropriate construction material (and/or disposal areas as needed) for material and concrete aggregates. In particular, the consultants will carry out technical, environmental, and social impact analysis of any material that may be generated during the

- construction activities and prepare detailed design for safe disposal of such materials.
- (e) criteria for the detailed designs including supporting computations for the proposed office and administrative structures and/or other infrastructure works according to recognized international standards. Drawings will be prepared to the extent that adequate cost estimates will be possible, and to facilitate contractors to prepare their bids and construction drawings.
  - (f) choosing appropriate materials, optimize the designs and select least cost options that meet technical requirements and estimate quantities of construction, material, etc. for preparation of bidding documents.
  - (g) water supply systems, wastewater treatment and disposal, electricity, telephone, and internet system.
  - (h) Hydrology of the area, drainage, and flood management systems ensuring the facilities are protected extreme floods, landslides, rocks and bolder movements, earthquakes, fires inside and around the area and other natural calamities and disasters.
  - (i) technical specifications, architecture and engineering drawings needed for tender documents, bill of quantities (BOQs), specifications and bidding documents. The bidding documents will be prepared in accordance with the formats and standards defined in the World Bank Procurement Regulations of such works. For contracts to be procured, the Bidding Documents will be prepared using World Bank Standard Procurement Documents.
  - (j) preparing engineer's cost estimates for the works/contracts, and requirements for construction supervision, including facilities, material testing labs, on or off site as needed, equipment and staffing or any other special requirements; and
  - (k) preparing a full design report, along with an Environmental Management Plan, Social Management Plan, Resettlement Action Plan, and any other site-specific plans in line with project's Environment and Social Management Framework; and
  - (l) Web based electronic live monitoring system to be installed on the construction site with details enough that the construction supervision can be carried from re-mote location. The requirements and installation of this system would be incorporated as requirement and in the BOQ as paid items in each contract to be implemented under the Project.

**Task A3: Environment and Social Impact Assessments, Occupational health and safety plans and preparation of Plans:**

**2.6** Prior to starting detailed design of various contracts, the Consultants will prepare a full Environmental and Social Impact Assessment (ESIA) and identify the land requirements and ownership and environmental social issues that may arise or associated with construction of these infrastructure and facilities and the roads that would be constructed. At this stage the understanding is that the land already owned by Government would be provided for these facilities. This would be confirmed during the environment and social assessments and as required social management plan, as

well as land acquisition and detailed Resettlement Action Plan (RAP) will be prepared if required in accordance with the World Bank Guidelines for works covering each contract. ESIA would identify and provide management plan for the environment and social issues (ESMP) and developed in consultations in the project area will follow World Bank guidelines and follow the procedures and guidelines of the KP Government.

**2.7** The Consultant will provide any support needed in the identification of alternative sites for resettling people, and related assets and cultural properties. The Consultants will prepare plans for the development of these sites, including planning and development infrastructure, utilities, replacement housing, etc. The Consultants will help in meeting architectural requirements of location, and with construction permits to complete the works. The Consultants will also support in carrying out design for critical infrastructure of any settlement, including roads, connectivity, utilities, prepare bidding documents, and carry out construction supervision of the development and housing as needed, upon instruction of the GoKP. The RAP will be updated and modified from time to time but not less than once a year, showing the status of implementation changes in the RAP to reflect any changes on the ground during the implementation period.

### **2.8 Environmental Assessment, Environmental Management Plan, EIAs:**

The Consultants will prepare and Environmental Assessment and EMP for each package of works (building and Roads) under the Project. This EA/EMP will form part of the design report and cleared by World Bank and KP EPA, the mentioned above and will be updated during implementation according to the requirements and procedures defined above. The Consultants will provide support in the implementation of the EMP activities during project implementation, including the preparation of documents, obtaining local permits, discussions with local authorities, and preparation of documents, resolution of issues, etc.

**2.9 Occupational Health and Safety Plans (OHS) plans would be prepared for each contract package.**

### **Task B: Construction Supervision and Contract Management and Administration and Role as “the Engineer and/ or Project Manager”**

**2.10** The Consultants will be responsible for all construction supervision of all works, supply and install and other contracts that would be carried out under this component of the Project, in that context, will carry out, the following activities.

- (i) Being designated as the “the Engineer” “(and or Project Manager)” for the civil works, goods, and equipment supply and installation contracts and other goods contracts, the Consultants will be responsible also for the inspection and supervision of the construction works, installation of equipment and testing of construction material, in order to ensure that the works implemented and the

construction goods supplied are in accordance with the designs, specifications, and terms and conditions of the relevant contracts and standards. The Consultants will ensure that the procurement of construction goods, services, and civil works contracts is in accordance with the World Bank Policies and Regulations, the contracts and signed and managed appropriately, including and changes or variation orders necessary during implementation.

- (ii) In the context of contract management, the Consultant will carry out, but not be limited to, the following activities:
  - (a) Contract administration and management
  - (b) Detailed supervision of construction activities, measurement of quantities, certification of contractor payments, ensure adherence to specifications.
  - (c) Testing of materials on- and off-site, and, when necessary, in-factor testing during manufacturing, as well as the inspection of goods and materials.
  - (d) Carry out soil testing for quality verification of the pay items in accordance with standard testing procedures.
  - (e) Review of contractors' submissions, verification of progress and interim payment certificates.
  - (f) Supporting the clients in identification of variance in work, where needed, and revisions to designs and costs accordingly as per the specific needs of the on-going contracts.
  - (g) Determination of final construction quantities
  - (h) Preparation of monthly progress reports, as well as quarterly, midterm and final reports.
  - (i) Maintenance of records for all activities related to the assignment.
  - (j) Contract/works or goods acceptance and closure of contracts, issuance of completion certificates in consultation with the client, and preparation of documents as required for acceptance of works/goods by the investor (GoKP).
  - (k) Preparation of operation, maintenance and management manuals for the facilities constructed under the project.
  - (l) Assurance for proper demobilization and restoration of the construction sites after completion, O&M during warranty period by the contractors.
  - (m) In the event of contractual disputes which may result in legal action, adjudication or arbitration between the contractor and the Employer, and on the instruction of the Employer, the Consultant will collage and prepare factual documentation describing the circumstances of the dispute, and, if required will attend hearings.
  - (n) Carry out all obligations provided for the Engineer/Project Manager in Civil Works Contracts.
- (iii) Web based electronic live monitoring system to be installed on the construction site with detailed enough that the construction supervision can be carried from re-mote location. The requirements and installation of this

system would be incorporated as requirement and in the BOQ as paid items in each contract to be implemented under the Project.

**2.11** The Consultants will ensure that any data collected under the platform will adhere to data privacy standards.

### **Task C: Project Management Support**

**2.12** The Consultants will provide support to employer in overall project management throughout the project implementation stage in activities such as preparation of project implementation plans, annual expenditure planning budgeting and financing forecast and plans, monthly, quarterly reports and annual reports or work programs and presentations, as required by the GoKP and financiers of the project. They will also help in development of the procurement plans, contract management, financial management for which they will develop a system that can be linked with the Project Management or field units responsible for over financial management of the project. The plans will be updated on a regular basis as required by employer. Also prepare PC-I/DCE as required by the C&W and P&DD of KP.

**2.13** The Consultants will support in obtaining site permits, construction permits, or any other permits or paperwork which are necessary for the project and will act on behalf of the Owner as and when designated. The consultants will support employer in procurement of works and equipment under the project, preparation of bidding documents for such procurement, support in evaluation of bids, preparation of bid evaluation reports, contract management, and implementation of EIAs, EMPs, RAPs and day to day management issues.

**2.14** The Consultants will support all procurement to be carried out under the Project and in that context prepare documents for the pre-qualification of the contractors and the pre-qualification criteria (where required). The consultants will also help Employer in any prequalification process such as invitation to pre-qualification, evaluation of the pre-qualification applications, preparation of pre-qualification reports etc.

**2.15** The Consultants will support Employer in drafting terms of reference for any additional work that will be carried out under the project for which additional services will be required and identified during project implementation. The consultants will also provide technical assistance and training to the project staff and for that purpose prepare an overall training program for on-the-job training and possibly study tours based on the assessment of the training and technical assistance needs for the Employer for implementation of the Project and other programs. The training programs are likely to cover but are not limited to: (a) on the job training for management of data systems and digital platforms; (b) project management, project planning, expenditures planning, budgeting; (c) preparation of detailed designs according to international standards, EIAs, RAPs; and (d) procurement and contract management in accordance with the World Bank Procurement Regulations and any other applicable local rules and

guidelines. The Consultant will support the Employer in meeting all the audit requirements.

### **III. Implementation Arrangements**

**3.1** The Consultants' Employer/Client would be C&W Department, but they would work closely with the and coordinate their work with other relevant departments, including the P&D, Local Government Department, District Administrations, local councils, PHED, Irrigation, Agriculture and other relevant agencies. The Consultant will establish their office in Peshawar at a convenient location to C&W offices/Secretariat, to whom they will be reporting on a day-to-day basis. The consultant will also be expected to establish or make use of district offices or any other required field offices during the implementation phase for resident supervision of the civil works packages and schemes. The Consultants will report to the Project Director, to be deputed by the Employer.

**3.2** After the inception stage the Consultants will prepare a detailed schedule and task-flow diagram, setting out the various tasks specified by these Terms of Reference, identifying the ways in which these tasks are inter-related, designed to ensure timely implementation of the actions included in the assignment, leading to timely completion of works and setting out mechanisms of coordination with the client and other related entities. The schedule should be updated throughout the Project, as required to provide up-to-date guidance on required work activities and schedules.

**3.3** C&W nominate a person who will be representative of the client or Employer and will be designated coordinate all interfaces with the Consultants.

**3.4 Selection Procedure and Form of Contract.** The Consultants will be selected following Quality and Cost Based Selection (QCBS) criteria under the World Bank Procurement Regulation for selection of consultants. The form of the contract will be Time Based.

**3.5 Duration of the Assignment.** The proposed intervention period of the project will be for six years. The contract will be for a duration of 48 months of the project, subject to satisfactory performance, and also covering the warranty/defect notification period of the works to be implemented under the Project. After the project closure, the Consultants will be responsible to respond to any technical related query arising from time to time and especially during the first year after closure (post defect notification/warranty period).

#### **Responsibilities of the Consultant:**

**3.6** The Consultants shall be responsible for all aspects of performance of services as set forth in the preceding sections of this TOR. The Project Director, PIU KP-RIISP, C&W, will be responsible for providing the existing data and information including all



reports prepared so far for the Project. The GoKP will also be responsible for obtaining relevant clearances and permissions to undertake work in the NMD.

**3.7** The Consultant will be fully responsible for providing and furnishing the office space and accommodation required for its Project-related activities and providing the transport required to undertake those activities for its staff. It is envisaged that the consultant will maintain an office in Peshawar for the duration of the assignment together with field offices as per the requirement of the implementation and supervision of civil works and other contract packages. The equipment to be provided by the consultant includes, but is not limited to:

- All desks, chairs, and storage facilities
- Computers with all required software, including but not limited to AutoCAD, a GIS program and standard word-processing, data analysis and spreadsheet software,
- Printer and copiers, plotters, scanners for all sized, small, and large maps
- Telephones
- Projector for presentations
- Surveying equipment and software
- All consumables (paper and other stationary, ink and toner etc.)
- The consultancy cost and consultants' proposals would cover all cost including but not limited to surveys and investigations, for technical studies, environment studies and social assessments and RAP as well as transport cost and office facilities.

**3.9 PROJECT CLOSURE:** The consultant is responsible to prepare all reports to satisfy the requirements of the Bank as well as Government of Khyber Pakhtunkhwa.

**3.10 GENERAL RESPONSIBILITY:** Advise PIU on need for effective liaison with local authorities, police, landowners, utility owners, complainants, the public and other organizations affected by the Works in order to minimize or avoid unnecessary delays or disputes.

**a.** Based on the design data provided, prepare revised PC-Is (if required) for the project including economic analysis and Environmental Impact Assessment (EIA) on Proforma of PC-Is prescribed by Planning Commission.

**b.** The Consultants will assist the Client with holding stakeholder outreach meetings in the project area to update local communities with project progress. Specific communications materials will be provided to community members in Urdu and English and other languages as appropriate, describing the project, relevant governing the Bank policies and procedures, benefit entitlements (for AP), grievance redress mechanism, HIV/AIDS, COVID-19, safe working conditions, etc. A basic tracking system will be maintained to record consultation activities, the provision of project information, to register concerns and/or complaints received, and to track follow-up action.

**3.11 Consultant Performance Evaluation (CPE):** To achieve Sustainable Performance Quality, the performance of the Consultant will be measured, evaluated,

and controlled through CPE proforma. The CPE proforma will be designed keeping in view the ToR of the Consultant and will be improved time to time. This consultant performance evaluation proforma will be pre-requisite to consultant's monthly invoice.

**3.12 Staffing Requirements.** The consultants are encouraged to use expertise available in Pakistan, wherever possible. International experience and experience with World Bank financed projects are necessary to carry out the assignment. When the key skills and expertise (national and international) are not available within the consulting firms, they are encouraged to make associations with other firms, either in the form of Joint Venture or Sub-Consultant arrangements. The Consultants should propose a comprehensive team composition with task assignments for each key staff along with sufficient support staff to meet the objectives and scope of the services outlined in these Terms of Reference.

**3.13 Staffing and Deployment:** Duration of the assignment is 48 months which includes inception period (and preparation of related manuals), design cognizance, procurement assistance, implementation of works (foreseen construction period 12 to 30 months), taking over for each section (in duration of 1-2 months), DNP (in duration of 12 months for each work), and project closure (with the foreseen duration of 2 months). Foreseen details and the PIU's estimate of the engagement is presented within the following section;

**Staffing:** The total person-months of key experts are provided in the table below. The construction supervision consultants are required to carry out design review / cognizance, construction supervision / contract administration, financial management, safeguard compliance, test on completion, taking over, statement at completion, project closure phase and issuance of performance certificate. The consultancy services would be required for a period of 48 months.

**Deployment:** There will be atleast eight (08) "site supervision teams", for the supervision of entire project works under KP-RIISP. The deployment will be discussed and finalized during the Contract Negotiations stage as per the readiness of the procurement of civil work contracts.

**3.14 Indicative team structure.** An indicative list of the positions of the key professional staff/experts who will be evaluated during the technical evaluation process for the assignments is given in the table below. The Consultant must propose suitable individuals as experts in these key positions e in accordance with the tentative required number of person-months against each of these key positions to carry out the assignment in conformity with the scope of services. In addition to these key positions, the Consultant should propose other experts and support professionals (non-key experts) with adequate experience in relevant fields. During the technical evaluation process, these (non-key experts) will not be evaluated individually. However, they will be considered collectively along with other support staff, if any, under "Organization and Staffing" criteria of evaluation and the deployment will be subject to the satisfaction and client's approval.

**3.15 Indicative key staffing requirements:**

<b>Task</b>	<b>Staff Skills</b>	<b>Minimum Qualification / Experience</b>
1	Project Manager / Team Leader	<p>S/he should at least be Graduate in Civil or Architecture from a recognized university. Masters in related disciplines shall be given additional weightage. S/he should have specific experience of working in senior techno-managerial position with at least 5 years as Team Leader on relevant projects. The incumbent should have minimum experience of 15 years with at least 8 years in related activities and international experience of working on public buildings and complexes and roads.</p> <p>Team Leader will have leading and crucial role in Assignment A, however, depending upon suitability of his/her skills may take over the role of chief Resident Engineer during Assignment B.</p>
2	Chief Architect	<p>S/he should at least be Graduate in Architect or other related disciplines from a recognized university. Master's degree in related discipline will be given additional weightage. S/he shall have a minimum experience of 10 years with at least 5 years in the architectural design of office complexes and building and international experience of working on such projects</p>
3	Chief Structural / Design Engineer	<p>S/he should have at least Master's degree in Structural Engineering from a recognized university. S/he should have a minimum overall experience of 10 years with at least 5 years in similar public building and structure design and international experience of working on projects</p>
4	Chief Roads/Design Engineer	<p>S/he should have at least graduate degree in Civil Engineering from a recognized university. Master's degree in roads and bridges engineering related discipline will be given additional weightage. Should have at least 10 years of experience in construction and at least 5 years in design of roads and bridges (earth quake robust design).</p>
5	Senior Geotechnical Engineer	<p>S/he should have at least graduate degree in Civil Engineering from a recognized university. Master's degree in engineering geology or related discipline with expertise in earth quake robust designs will be given additional weightage. S/he should have overall experience of 10 years in the field of geotechnical with</p>

**Section 7. Terms of Reference**

---

		5 years to the related activities, i.e. buildings, road, bridge and culverts.
6	Senior Electrical Engineer	S/he should have at least graduate degree in Electrical Engineering from a recognized university. Master's qualification in related discipline will be given additional weightage. S/he should have overall experience of 10 years with at least 5 years in design and installation of and electrical system.
7	Senior Mechanical Engineer	S/he should have at least graduate degree in Mechanical Engineering from a recognized university. S/he should have overall experience of 10 years with at least 5 years in design and installation of equipment in similar project.
8.	Senior Solar Expert	S/he should have at least Graduate/Bachelor's degree in Engineering. S/he should have an overall experience of 10 years with 5 years of experience in Solar Plants and international experience of working on projects.
9	Senior Procurement and Contracts	S/he should have at least graduate degree in Engineering from a recognized university. Masters in contracts / law degree will be given additional weightage. S/he should have an overall experience of 12 years with minimum 08 years' experience in the related fields of contracts execution and administration and international experience of working on projects internationally.
10	Senior Environmental Specialist	S/he should have at least graduate degree in civil engineering. Master's degree in Environmental Engineering from a recognized university will be given additional weightage. The incumbent must have an experience on preparation of Environment Management Plan and Environment Monitoring Plan. S/he should have a minimum overall experience of 10 years with at least 5 years exposure to the related activities. Association with similar work on similar projects will be preferred and international experience
11.	Senior Social Development Specialist	S/he should have at least Master's degree in Social Science or other relevant discipline and sound knowledge of the social safeguard policies and guidelines of the World Bank and Government. S/he should possess a minimum experience of 10 years with at least 5 years exposure to the related activities including preparing the social assessments, social safeguard analyses and relevant documentation, and in their implementation and monitoring in development sector. Experience with similar work on similar projects

**Section 7. Terms of Reference**

		will be preferred and international experience of working on projects
12.	Senior OHS and Safety Specialist	S/he should have at least graduate degree in civil engineering or equivalent and should have experience of standards such as US OSHA, 29 CFR 1926, CFR 1910, ITA Guidelines, ILO Code of Practices and OHS management and specification standards with at least 8 years of global experience in large infrastructure projects. The Specialist should have experience in developing EMAP, OHSMP, WMS and JHA, and incorporating OHS aspects in the tender documents for the construction works. The specialist should be OHS accredited by an internationally recognized accrediting agency. Previous experience of working with the World Bank in South Asia would be a plus. Experience with similar work on similar projects will be preferred and international experience of working on projects
13	Senior Information system and ICT Specialist	Graduate degree in Computer Science, and at least 8 years professional experience managing IT and software development projects. International experience in development and deployment of information systems, ICT, internet, CCTV, etc. in similar projects.
14	Chief Resident Engineer (CRE)	Should at least be Graduate in Civil Engineering from a recognized university. Masters in Construction management shall be given additional weightage. Should have a minimum experience of 15 years with at least 10 years in construction related activities of office complexes and public building. He should have at least 5 years specific experience of working as Chief Resident Engineer/Team Leader/Deputy Team Leader  Team Leader (position 1) with appropriate qualifications for the CRE may take this role as well during the Task B.

**3.16 Indicative list of non-key staff is provided below:**

1	Deputy Project Manager (DPM)
2	Design Engineer Civil/Structure
3	Design Engineer E&M
4	Roads and Bridge Engineer
5	Resident Engineers for all sites as required, separately for buildings and road contact packages

6	Geotechnical Engineer
7	Planning Engineer
8	Quantities Estimation Engineer
9	Social and Resettlement Specialist
10.	Gender specialist
11	Environmental Specialist/Ecologist
12	Health and Safety specialist and Auditor
13	Water supply and sewage system specialist
14	Water management specialist
15	Road Specialist
16	Solar Plant Specialist
17	Training Specialist
18	Computer/ICT and Information Specialist
19	
20	
Note:	Any other non-key experts as required to accomplish the assignment under the TORs (Consultant have to provide in their technical proposal and cost properly in their financial proposal)

**3.17 Support Staff** will support the work of the key and non-key staff and will be deployed at the specific site according to the requirements of the Consultants team. The following expertise would be required: Quantity Surveyors, Surveyors, Site Inspectors (Civil, Electrical & Mechanical), Road Inspectors, Structural Inspectors, Material Inspectors, Laboratory Technicians, Environmental Associates, Social Associates, Administrative and Additional staff.

#### **4 OUTPUTS**

**4.1** The following outputs are required to be completed by the consultants. All outputs are to be issued in electronic format along with paper copies to be submitted to the Client/Employer. The EA/RAP summaries should also be prepared in Pushto and Urdu for dissemination and disclosure in the Project area according to the World Bank guidelines. A summary of several outputs and their description is provided below:

**4.2 Inception Report.** This should confirm the consultant's view of the objectives of the assignment, draw attention to any issues identified during the inception phase of the Project, where necessary suggesting changes in methodology to address them and provide a detailed workplan for completing the assignment. The work plan should include a task-flow diagram, which depicts the interrelationship of various tasks in the assignment which lead to the completion of works and mechanisms of coordination with the client and other related entities. This will be kept and updated throughout the Project duration.

**4.3 Design Report and Bidding Documents.** Consisting of reports for the design of the project works for subprojects, and contracts along with full EMP and RAP, if needed. The designs documents should be complete in all respect and ready for bidding (i.e., Complete final working architectural and structural drawings, BOQs, specifications, any social and environmental and OHS documents (as required). These will be phased over the implementation period of the project. Bidding documents would be prepared using World Bank standard bidding documents. Bill of Quantities.

**4.4 A Quality Management Plan** should be produced for each element of the works. The QMP will set out the process for monitoring construction activities and will identify specific activities to be approved and who those approvals will be carried out by. The QMP should be approved by Client for construction activities commence.

**4.5 Construction reports, monthly reports, quarterly reports, and annual work plans** to be prepared in line with the project implementation plan and on a regular basis.

**4.6 Bid Evaluation Reports, Pre-qualification Reports, Contract Administration report** as needed throughout the procurement process and Monthly, Quarterly Progress Reports during construction supervision period.

**4.7 Works/Project Completion report.** The schedule for various reports to be issued by the Consultants is given below. The consultant will prepare reports in English and provide an electronic copy and two hard copies of the key reports to the Government and the World Bank. The EA/RAP summaries will also be prepared in Urdu/Pushto for dissemination and disclosure in the Project area according to the guidelines.

S/No	Outputs	Months from Contract Signing
1	Inception Report	4 weeks
2	Conceptual / Architectural drawings & designs	3 <sup>rd</sup> month or as agreed with Client
3	Design reports and bidding documents for the first 02 to 03 districts	6 <sup>th</sup> month or as agreed with Client
4	Digital monitoring system and dashboard design report	8 <sup>th</sup> month or as agreed with Client
5.	Contracting for first package, bid evaluation reports, etc.	According to the agreed schedule
5	Bidding documents for the remaining packages	According to the agreed schedule but all would be completed by 12 <sup>th</sup> month
6	Mid Term Report of the project's status and performance	At the midterm review

## Section 7. Terms of Reference

---

7	Any other report as desired by the Client	According to the agreed schedule
8	Draft Final Report	One month before completion
9	Final Report	On completion



**POSITION BASED TERMS OF REFERENCE AND QUALIFICATIONS:**

**KEY EXPERTS**

**1. TITLE: CHIEF RESIDENT ENGINEER (CRE) / TEAM LEADER**

**Experience:**

Preferably 15 years' experience as Resident Engineer and preferably 10 years as Chief Resident Engineer / Team Leader on major road projects. Preferably minimum 5 years having International Experience.

**Qualification:**

Bachelor's degree in Civil Engineering and registration with Pakistan Engineering Council as Professional Engineer – preferably master's in civil engineering / Highway Engineering / Transportation Engineering / Construction Management / Project Management or equivalent.

**Responsibilities:**

Overall responsibility for the organization, conduct and delivery of consultancy services and reporting to Client. The CRE / Team Leader will head the Consultants' team and will work directly to manage the project and will maintain liaison with Client.

Responsibilities of the CRE / Team Leader will include, but is not limited to the following:

- The CRE/Team Leader is responsible to ensure compliance of all ToRs as prescribed above of the ToRs and all deliverables and reports specified in the reporting requirements.
- Assist the PIU in Project implementation.
- Assume full responsibility for the consulting team and performance of services under the consultancy contract.
- Review and update / improve the Contract Administration Manual yearly.
- As a mentor – make continuous improvement in team building through perpetual training programme.
- Ensure that the consulting team undertakes comprehensive review of the designs and specifications which were prepared by the design consultant.
- Ensure that the consulting team undertakes comprehensive construction supervision and contract administration of the civil works.
- Oversee the consultants' activities ensuring compliance to details provided in the construction drawings and strict adherence to construction specifications.
- Oversee and supervise construction of works in accordance with details provided in the construction drawings ensuring strict adherence to construction specifications.
- Ensure preparation of detailed and quantitative progress reports to support the contractor's requests for progress payments.
- Keep the Employer informed of technical issues and progress of all works both by informal and formal meetings and correspondence and assist in any project issue which the Employer may require.
- Participate in the Dispute Board meetings to explain and discuss issues raised by the Contractor/Employer or dispute board.
- Ensure implementation of environment and social safeguards requirements.
- Assist the Employer in preparing responses to audit objections and queries of the financiers or other Government Authorities.
- Coordinate with all concerned Employer's organizations on project issues.

## Section 7. Terms of Reference

---

- At the end of the construction activities, guide and ensure that the team prepares a comprehensive Construction Completion Report inclusive of “as-built drawings” as appropriate.
- Perform any other tasks / assignment that may be assigned by PIU or the Bank.

---

### 2. TITLE: PROCUREMENT AND CONTRACT SPECIALIST

#### **Experience:**

Preferably 15 years' experience in procurement and/or contract administration. Experience in project procurement and contract administration in 05 infrastructure and similar nature projects on FIDIC conditions of contracts. Well versed in GoP and World Bank (WB) Procurement Regulations. Well versed knowledge of evaluation of bids and bid evaluation report. Excellent written and spoken communication skills in English and working experience in the Khyber Pakhtunkhwa region will be considered favorably. Experience with World Bank and other IFIs will be preferred.

#### **Qualification:**

Bachelor's degree with a major in Civil Engineering, law, contracts, purchasing, or management – preferably master's degree in Civil Engineering, law, contracts / procurement, or equivalent.

#### **Responsibilities:**

He/she will be responsible for assistance in contract administration of works contracts, taking timely contractual actions related to cost, time and quality controls and closure of the contracts, and in case of dispute its referral to the adjudication and arbitration in case of dispute.

Experience in civil works contracts, procurement and management. Experience and knowledge of World Bank (WB) Procurement Regulations and procurement procedures is essential. He/she will be responsible for assisting the Client and Team Leader in all the activities pertaining to procurement and contract management of civil works contracts, early warning of key contractual actions, schedule and document contract management meetings and evaluating / resolving contractor's claims and contractual disputes.

---

### 3. TITLE: RESIDENT ENGINEER (RE)

#### **Experience:**

Preferably 12 years' experience as Resident Engineer on Highways or major road projects.

#### **Qualification:**

Bachelor's degree in Civil Engineering and registration with Pakistan Engineering Council as Professional Engineer – preferably master's in civil engineering / Highway Engineering / Structure Engineering / Transportation Engineering / Construction Management / Project Management or equivalent.

#### **Responsibilities:**

RE will be responsible for construction supervision of the road and ensuring that the subject project is implemented in accordance with the required specification and approved drawings.

## Section 7. Terms of Reference

---

He will be responsible for construction supervision and review and approval of contractor's bills. RE will assist the Deputy Team Leader / Coordinator in the performance of his tasks. The main responsibilities of the position will include but not limited to the following:

- Inspect the site and collect the condition data for the design Review / cognizance and necessary changes if any.
- Perform joint land survey with contractor representative, design consultant surveyor and PIU representative prior to execution of work.
- Preparation of technical details such as specifications and estimates.
- Provide details about existing pavement, damages, and assessment.
- Inform promptly if found any variation (addition/reduction) from the quantities provided in the engineering estimate/BOQ/contractor's agreement/contract in result of joint survey/existing condition of road/ design Review / cognizance etc.
- Review/prepare working drawings with respect to geometric design/approves the shop drawings, as-built drawings supporting will all setting-out data, recording hard and soft copy of the project and providing the same to the PIU.
- Assist the Deputy Team Leader / Coordinator and recommend approval of contractor's work program, method statements, material sources, etc.
- Assist the Deputy Team Leader / Coordinator in preparing and issuing reports as defined subsequently.
- Review and recommend approval and/or issuing working drawings/shop drawings, approval of the setting out of the works, and instruction to the contractor.
- Taking measurements and keep measurement records.
- Maintaining records, correspondence, and diaries, maintenance of quality record including photographs, video clips showing location/RDs.
- Certifying work volume and recommending interim payment certificates.
- Assist in maintaining consolidated project accounts and preparing of financial statements and withdrawal applications for submission to the Bank.
- Provide feedback to the Deputy Team Leader / Coordinator on the certification of completion of part or all of the works.
- Processing the contractor's possible claims.
- Ensuring minimum disruption/damage to the environment by approval of contractors' work statement/methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to PIU and the Bank on the monthly progress reports.
- Certifying that all pre-requisite documents/data to the IPC/EPC/Claim have been appended with the contractor invoice, such as built drawings, backup, calculation of quantities (x-section etc.), quality record (RD wise passed check requests) etc.
- Certifying on the invoice that there is no over payment and that the works have been executed strictly in accordance with the approved design / drawings / specifications.
- Providing the employer with complete records and reports and approves the contractors' as - built drawings for the works.
- Assist in the compilation of a Project completion report data, providing details of Project implementation, problems encountered, and solutions adopted, and detailing and explaining any variation in Project costs and implementation schedules from the original estimates.
- Perform any other tasks / assignment that may be assigned by CSC, PIU or the Bank.

---

#### 4. TITLE: ENVIRONMENT SPECIALIST

##### Experience:

## Section 7. Terms of Reference

---

Preferably 12 years' experience as Environment Specialist supervising and monitoring environmental management plans on donor financed road projects and familiarity with the World Bank's Environment and Social Safeguards policies. Specific experience in a similar position on road projects in accordance with GOP and the Bank's Environmental Guidelines will be preferred.

### **Qualification:**

Bachelor's degree in Environmental Engineering or Sciences / Civil and registration with Pakistan Engineering Council as Professional Engineer – preferably master's in environmental sciences / engineering or equivalent.

### **Responsibilities:**

Responsible for preparing Environmental screening check list and classifying sub projects that have not been yet classified, preparing, and obtaining IEEs and Environmental management plans (EMP), ensuring prior clearance, monitoring, course correction, consultations, due diligence and disclosures.

Responsibilities of the Environmental Specialist will include but not limited to the following:

- Conduct monitoring at each subproject site where works are being conducted and ensure that the Environmental Management Plan (EMP) is implemented in its true letter and spirit and document the monitoring findings and submit to the PIU/ the Bank for review.
- Maintain close liaison with the Bank, Government of the Khyber Pakhtunkhwa, Construction Supervision Consultant with respect to implementation of Initial Environmental Examination / Environmental Impact Assessment (IEE/EIA) requirements and compliance to Khyber Pakhtunkhwa Environmental Protection Agency (EPA) No Objection Certificates (NOCs).
- Support the PIU in conducting the contract award process and reviewing the bidding documents to ensure that EIA/IEE/EMP requirements are incorporated. This task will also include capacity evaluation of bidders towards EMP implementation.
- Identify any gaps in compliance relating to EMP implementation and provide inputs to prepare a Corrective Action Plan (CAP) and monitor its implementation.
- Monitor environmental safeguards compliance including review/preparation of environmental monitoring reports for submission to the Bank and disclosure at EA's website.
- Oversee the implementation of the mitigating measures identified in the respective EMPs of the subprojects and implemented by project contractors as part of an environmental monitoring report to be delivered to the Bank for review and approval.
- Ensure the Grievance Redress Mechanism (GRM) prepared as a part of the EIA(s)/IEE(s) is implemented in its entirety and is fully functional and any grievances are efficiently and effectively addressed and resolved.
- Support the PIU in providing any data from the project sites, in preparation of bi-annual environmental monitoring reports (BAEMR) for submission to the Bank.
- Support CSC towards developing EMP implementation mechanism and ensure that the Contractors are executing the activities in compliance to EIA/IEE/EMP requirements.
- Coordinate and facilitate third-party environmental audits of Category A sub-projects which relate to construction of landfill sites.
- Inform the Bank project team and PIU on environmental non-compliance issues.
- Conduct consultations with stakeholders including project affected persons to obtain their views on implementation of environmental safeguards and mitigation measures.
- Attend to comments/ suggestions made by the Bank project team, PIU and KP EPA.

## Section 7. Terms of Reference

---

- Provide any other additional support as requested by the PIU to ensure compliance with national safeguard regulatory requirements and World Bank's Environment and Social Safeguards policies.
- Perform any other tasks / assignment that may be assigned by CSC, PIU or the Bank etc.

---

### 5. TITLE: Social Safeguard Specialist

#### Experience:

Preferably 12 years' experience in planning, preparation, implementation, and monitoring of Social Safeguards (Involuntary Resettlement and Indigenous People) as Social Safeguard Specialist on IFI financed development projects and familiarity with the Bank's Social Safeguard Policies.

#### Qualification:

Master's degree in social sciences (e.g., economics, sociology, anthropology, development studies, etc.) or relevant field.

#### Responsibilities:

He/she will be responsible to support PIU in C&WD to ensure compliance to social safeguards (Involuntary Resettlement and Indigenous People) while planning, preparation, implementation and monitoring of resettlement plans for the sub-projects as required under World Bank's Environment and Social Safeguards policies. During event he/she will facilitate C&WD in screening of subprojects for IR/IP requirements, identify, assess, and update impact inventory linked to the Displaced Persons (DPs) based on design Review / cognizance; conduct consultations with project affected/displaced persons and update the resettlement plans as per marked construction limits; establish updated Land Acquisition and Resettlement (LAR) database and grievance redress system for social safeguards. Monitor day to day Resettlement Plan (RP) implementation and consolidate RP implementation progress in monthly progress reports, facilitate Client in recording and redress of grievances of project affected people and prepare Social Monitoring (internal monitoring) reports biannually or as provided in the Bank cleared Land Acquisition and Resettlement Plans (LARPs) and project documents for the Bank's review as well as final report on social safeguards implementation at completion of project.

Responsibilities will include but not limited to the following:

- Will be responsible for preparation and submission of all LARP/Resettlement Reports as per the format and requirement of the Bank/Client.
- Screen subprojects for involuntary resettlement impacts to determine IR/IP impact significance and eligibility of the subproject for social safeguards due diligence and preparation/updating of LARPs/PPs under the project.
- For subprojects with involuntary resettlement impacts, prepare/update Resettlement Plans in accordance with provisions outlined the Resettlement Framework for the Project.
- Coordinate with design Review / cognizance team during review of detailed design to discuss and explore design measure/options to avoid/minimize the resettlement impacts of subprojects and ensure involuntary resettlement impacts are minimized, if not avoided.
- Based on detailed design Review / cognizance, prepare social safeguards due diligence reports conforming sub-projects/project road sections with and without LAR impacts including linear plans with clearly marked LAR and non-LAR sections and assist PIU and the Engineer in notifying the LAR sections to contractors that are not open for construction.

## Section 7. Terms of Reference

---

- Assist and supervise in conducting detailed measurement survey of impacted assets, updating of the impact inventory, census of DPs and shall prepare updated Land Acquisition and Resettlement Plans for the Bank's review and clearance in accordance with provisions outlined in the Resettlement Framework for the Project.
- Assist in organizing and conducting meaningful consultations with affected/displaced people to ensure the concerns raised are adequately addressed during design Review / cognizance, the Land Acquisition Resettlement Plans have been fully disclosed and the DPs are informed on the eligibility criteria, entitlements, compensation payment mechanism and project-based grievance redress system.
- Assist PIU and field staff to maintain updated LAR database and in implementation of Resettlement Plans in the subproject areas before physical or economical displacement and subsequent commencement of works.
- Assist PIU to establish and operationalize the project-based grievance redress system and coordinate (on regular basis) with the Grievance Redress Committee (GRC) and assist the GRC in delivery of its functions including but not limited to recording, review and tracking of progress on complaints, information dissemination and consultations with the complainants during complaints resolution process.
- Assist PIU in review of LAR issues that may emerge during execution of civil works, prepare, and implement corrective actions/measure consistent with project safeguards requirements as outlined in the LARF and LARPs.
- Track and monitor day to day LAR implementation progress and make adjustments in implementation schedule to achieve the targeted timelines and provide safeguards related input in project implementation monthly progress reports.
- Develop and conduct training sessions for PIU staff involved in project LAR management to improve their understanding on the Bank's safeguards requirements and ensure proper understanding and implementation of Resettlement Plans.
- Monitor implementation of Resettlement Plans, consolidate LARP implementation progress and prepare quality social monitoring reports periodically (biannual or as provided in the Bank cleared LARPs and other project documents) and share with the Bank for review, clearance, and disclosure.
- Perform any other tasks / assignment that may be assigned by CSC, PIU or the Bank etc.
- Consultant's deliverables include, but are not limited to:
  - Inception Report (submitted within 15 Days after NTP).
  - 2 Quarterly Monitoring Reports (one submitted after each quarter).
  - 2 Biannual External Monitoring Report.
  - Project Completion Report.
  - Social Audit Reports (submitted as and when required by the project based on compensation payments).

---

### **6. TITLE: Pavement Design Engineer / Pavement Specialist**

#### **Experience:**

Preferably 12 years' experience in major road construction works with a focus on pavement design engineering and materials testing. Relevant experience should include: (i) supervising the Contractor's compliance with material specifications and testing; (ii) providing input to the design team to source suitable materials; (iii) engineering design of flexible Asphaltic Concrete (AC) pavements, (iv) coordinating and supervising the work of field teams in supervising and certifying construction in accordance with contract conditions including acceptance standards of materials, approval of source supply, establishing QA/QC procedures, setting up laboratories, mix designs and testing procedures.

**Qualification:**

Bachelor's degree in Civil Engineering and registration with Pakistan Engineering Council as Professional Engineer – preferably master's in civil engineering / Highway Engineering / Transportation Engineering or equivalent.

**Responsibilities:**

He/she will be responsible for designing JMF and its real time implementation on mockup reaches. He will also be responsible for pavement design, designs for road features and road safety/traffic control features, drainage designs, rehabilitation and repair plan, traffic plans and amenities including detailed drawings and specifications and JMF.

Responsibilities of the Pavement Design Engineer will include, but not limited to the following:

- Coordination of design Review / cognizance and construction supervision of all Project pavements, including the management of the Materials/Pavement engineering team in coordination with the Team Leader and the other senior officials of the Consultant Team.
- Lead the design Review / cognizance of pavement works in the Detailed Engineering Design (DED) including proposed material specifications and sources and asphalt and concrete mix designs.
- Review and approve the Contractor's proposed geotechnical investigations for pavements and pavement materials.
- Liaise with the Bridge/Structural Engineer on the geotechnical requirements for bridge design.
- Design Review / cognizance and construction supervision of all Project pavements.
- Design Review / cognizance of pavement works proposed material specifications and sources and asphalt and concrete mix designs.
- Review the construction schedule for all pavement works.
- Perform any other tasks / assignment that may be assigned by CSC, PIU, or the World Bank.

---

### 7. TITLE: Geometric Design Engineer

**Experience:**

Preferably 12 years in roads (geometrics) and bridges design experience; strong background in access management and traffic control systems is highly desirable.

**Qualification:**

Bachelor's degree in Civil Engineering and registration with Pakistan Engineering Council as Professional Engineer - preferably master's in civil engineering / Highway Engineering / Structure Engineering / Transportation Engineering or equivalent.

**Responsibilities:**

He/she will be responsible for designing especially in pavement geometric design. Responsibilities of the Geometric Design Engineer will include, but not limited to the following:

- Agree upon the category of road to be developed to make sure relevant design standards are applied and relevant guidelines are followed during the design process. It could be any category ranging from motorway to rural access roads or mountainous roads in rural settings and urban freeways, primary roads, secondary roads, laterals, and access roads in case of urban situation.

## Section 7. Terms of Reference

---

- Provide design plans for various road segments including links (sections between road crossings) and road crossings. In case of motorways/expressways, only grade separated crossings and interchanges are involved whereas in case of lower order roads multiple choices are available requiring option analysis for selection of relevant form of road crossings.
- Review/prepare working drawings with respect to geometric design/approves the shop drawings, as-built drawings supporting will all setting-out data, recording hard and soft copy of the project and providing the same to the PIU.
- Perform any other tasks / assignment that may be assigned by CSC, PIU or the Bank.

---

### 8. TITLE: Structural Design Engineer

#### Experience:

Preferably 12 years' experience as Designer and/or Design reviewer of Structures with proven credentials in building Designing.

#### Qualification:

Preferably Masters in civil engineering/Structural Engineering/Highway Engineering or equivalent and registration with Pakistan Engineering Council as Professional Engineer, preferably PhD in Structural Engineering or equivalent.

#### Responsibilities:

He/she will be responsible for Design and design Review / cognizance of structural elements of road components and bridges Design and Specifications on cost effective multi hazard resistant design.

He/she will be responsible for designing especially on cost effective, multi-hazard resistant design, design the structural elements of roads component and bridges, including detailed structural drawings and specifications.

If required by the Client, he / she will be responsible for construction supervision and of structural components of the road and ensuring that the subject project is implemented in accordance with the required specification and approved drawings.

He will be responsible for construction supervision and review and approval of contractor's bills. He will assist the Resident Engineer (RE) in the performance of his tasks. He will be responsible for designing especially on cost effective, multi-hazard resistant design, design the structural elements of roads component and bridges, including detailed structural drawings and specifications. During the construction supervision, responsibilities of the position will include but not limited to the following:

- Inspect the site and collect the condition data for the design Review / cognizance and necessary changes if any.
- Assist in preparation of technical details such as specifications and estimates.
- Provide details about existing structures, damages, and assessment.
- Assist and recommend approval of contractor's work program, method statements, material sources, etc.
- Assist in preparing and issuing reports as defined subsequently.
- Review and recommend approval and/or issuing working drawings, approval of the setting out of the works, and instruction to the contractor.
- Taking measurements and keep measurement records.



## Section 7. Terms of Reference

---

- Maintaining records, correspondence, and diaries.
- Certifying work volume and recommending interim certificates for progress payments.
- Assist in maintaining consolidated project accounts and preparing of financial statements and withdrawal applications for submission to the Bank.
- Provide feedback on the certification of completion of part or all of the works.
- Inspecting the works at appropriate intervals during the defects notification period and issuing the performance certificate.
- Processing the contractor's possible claims.
- Ensuring minimum disruption/damage to the environment by approval of contractors' work statement/methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to Client and the Bank on the monthly progress reports.
- Providing the employer with complete records and reports, and recommend the contractors' as-built drawings for the works; and
- Assist in the compilation of a Project completion report data, providing details of Project implementation, problems encountered, and solutions adopted, and detailing and explaining any variation in Project costs and implementation schedules from the original estimate; and
- Perform any other tasks / assignment that may be assigned by CSC, PIU, or the Bank.

---

### 9. TITLE: HYDROLOGIST/DRAINAGE ENGINEER

#### **Experience:**

Preferably 12 years' experience in hydrological design of roads and bridges.

#### **Qualification:**

Bachelor's degree in Civil Engineering and registration with Pakistan Engineering Council as Professional Engineer - preferably Masters in Hydrology or equivalent.

#### **Responsibilities:**

Responsibilities of the Hydrologist will include, but not limited to the following:

- He/ she will perform its duties under the guidance of the Team Leader.
- Work in the survey and design team and will be responsible for collecting and assessing the hydrological data, finalizing the design discharges for the required drainages, cross drainages, sub surface drainages.
- Provide assistance to the design team in designing the appropriate and cost-effective design/ design Review / cognizance of drainage structures.
- Shall collect relevant field data and estimate the design discharges for various drainages structure for the design/ design Review / cognizance purpose.
- Field visits to assess site conditions
- He / She will be responsible to assess hydrological data of the area of road alignment.
- Evaluate the Topography and gradients, water formation of the area. Analyze existing side/cross drainage conditions along the road alignment.
- He /She will be responsible for vetting the condition of drainage crossing structures keeping in view the past available data of floods and rains.
- To provide expert technical advice in respect of drainage proposals; undertake flood risk assessments.

---

### 10. TITLE: GEOTECHNICAL DESIGN ENGINEER

#### **Experience:**

## Section 7. Terms of Reference

---

Preferably 12 years' experience as Resident Geotechnical Engineer on major road projects; knowledge of soil bioengineering/biotechnical applications for slope stabilization.

### **Qualification:**

Bachelor's degree in Civil Engineering and registration with Pakistan Engineering Council as Professional Engineer – preferably master's or PhD in Geotechnical Engineering.

### **Responsibilities:**

He/she is responsible for the operation and quality function of Batching Plant and also be responsible for reviewing slope stabilization needs of the project roads. He/she should have experience in designing and implementing cost effective slope stabilization and erosion control measures.

He/she will be responsible for function of consultant's Lab and its quality. He/she will also supervise the Lab testing against the check request of the contractor.

In addition to the above, the duties of Geotechnical Engineer may also include but not limited to the following:

- Prepare JMF and its real time implementation on each mockup reaches.
- Supervise the testing of material with respect to contractor's check request.
- Maintain the check request register showing conformance or non-conformance of each reach.
- Supervision of slope stabilization works.
- Proposing measures to control erosion and siltation at construction sites.
- Providing advice on proper disposal of construction debris to avoid side-casting of excavated materials, ensuring compliance with environmental standards.
- Approve unsuitable material in subgrade/earthwork and better fill material if required.
- Perform any other tasks / assignment that may be assigned by CSC, PIU or the Bank.

---

## **11. TITLE: SOCIAL / GENDER EXPERT**

### **Experience:**

Preferably 12 years in the field of Gender Mainstreaming. Well versed with environmental concerns with transport sector dynamics as well as applicable government regulations. Preference will be given to those who possess relevant experience with Donors (WB and ADB) or their funded projects and overseas relevant experience / relevant experience with international organization and Government Institutions.

### **Qualification:**

Bachelor's degree in Social Sciences or equivalent qualification. Master's degree preferred.

### **Responsibilities:**

The gender specialist will be responsible for the development & implementation of gender mainstreaming features in the project. Gender Specialist will perform the following functions, including but not limited to:

- Prepare gender analysis and collate baseline data (gender disaggregated) relevant to the scope and nature of the sub-projects.
- Inform the projects' design about the key gender features which could maximize women's access to the benefits from the investments in the targeted areas and provide them an opportunity to exercise their abilities as "active players in the system".

## Section 7. Terms of Reference

---

- Conduct stakeholder consultations/limited household surveys in the targeted cities on the challenges and issues faced by both men and women particularly vulnerable groups including elderly, women headed households, minorities, people with disabilities and transgender to inform the projects' design.
- Update the gender mainstreaming strategy and gender action framework for the project.
- Assess the capacity of the executing and implementing agencies in gender-inclusive planning and implementation; based on the assessment, develop a capacity building program for the EAs and IAs.
- Assist in planning and scheduling Project work plan and identify gender specific aspects and needs in individual projects.
- Assist in managing technical assistance so that the projects are designed keeping in mind the Bank's policy on Gender and Development (GAD) such that these outputs are achieved.
- Conduct FGDs and consultations with the relevant stakeholders in the selected cities to collect information on the existing challenges faced by the cities in relation to urbanization (in general) and pertaining to the scope of project.
- He/she will carry out an assessment of institutional capacity of organization.
- Facilitate and assist in gender analysis of proposed projects, prepare reports for subprojects.
- Utilize systems for planning (including gender equality), design (including gender responsive features), and implementation, according to required guidelines) and incorporate current thinking on gender and development issues.
- Develop and deepen innovative approaches to gender integration, gender equality, and inclusive development, and participate actively in relevant professional (formal and informal) communities.
- Assist in development and monitoring of project specific Gender Action Plans (GAP).
- Liaison with the relevant provincial, district administration for managing GAP in each of the subprojects.
- Assist in ensuring project monitoring and compliance with donor reporting requirements for GAP.
- Assist in generating increase in women involvement in community surveys, feedbacks and impact evaluations; and
- Perform any other tasks / assignment that may be assigned by CSC, PIU or the Bank.

---

### 12. TITLE: TRAFFIC / ROAD SAFETY EXPERT

#### **Experience:**

Preferably 12 years' relevant experience with proven credential as safety specialist on major road projects.

#### **Qualification:**

Bachelor's degree in civil engineering and registration with Pakistan Engineering Council as Professional Engineer preferably master's in civil engineering / Transportation Engineering / Highway Engineering / Traffic Engineering and a certified safety specialist or equivalent.

#### **Responsibilities:**

- The Road Safety Specialist is part of the services team who will prepare SOPs/templates for implementation of EHS Standards and will be providing all necessary assistance to the construction supervision team with respect to all safety, health and environmental issues. He will review and approve the safety plans of the contractor and he will monitor the safety

## Section 7. Terms of Reference

---

health and safety of workers, safety of works and the safety of the traffic diversions and ensure compliance with the regulations.

- Road Safety Specialist will also identify hazardous location(s) and conditions, conduct a highway safety study, collect, and analyses preliminary data, identify and collect field data, select and conduct appropriate detailed studies, evaluate study results, determine safety and operational deficiencies, identify potential safety and operational improvement and to select appropriate improvements. He / She will also be responsible to prepare the road safety report of the design/ design Review / cognizance. Perform any other tasks / assignment that may be assigned by CSC, PIU or the Bank.

---

### **13. TITLE: ASSISTANT RESIDENT ENGINEER (HIGHWAYS)**

#### **Experience:**

Preferably 10 years' experience as Highway Engineer in Highways or major road projects.

#### **Qualification:**

Bachelor's degree in Civil Engineering and registration with Pakistan Engineering Council as Professional Engineer – preferably master's in civil engineering / Highway Engineering / Transportation Engineering or equivalent.

#### **Responsibilities:**

He/she will report to Resident Engineer (RE) and assist Resident Engineer (RE)/Chief Resident Engineer (CRE) and will be full time station on site of work for real time inspection and supervision of works and shall be responsible for execution of works strictly in accordance with the working drawings, shop drawings and specification. Assistant Resident Engineer (ARE) decide where to place traffic control systems, calculating slopes, and ensuring a safe transport system.

Main responsibilities of the position will include but not limited to the following:

- Undertake services within an engineering environment which may include (but not limited to); scheme investigation, site and structure inspections, data collection and analysis, traffic order making, works/construction inspection and supervision to progress scheme design, development, and construction.
- The Assistant Resident Engineer (ARE) will be supported with Inspectors who will also full-time station on the site of work.
- Assist in preparing technical designs or drawings, documents and by using specialist software in accordance with approved design procedures and systems.
- Assist with the management delivery of small projects or a small program of work with minimal supervision.
- Be a proactive and collaborative team member, work closely with colleagues and fit seamlessly into a delivery team.
- Be flexible and proactive and liaise with other teams from other engineering disciplines.
- Assist in the development of others.
- Shall use different techniques to determine asphalt thickness (ABC & AWC), laying of asphalt (Asphalt temperature at plant before and after laying), rejection of over burnt asphalt material, will check calibration of asphalt pavers, pneumatic type roller, vibratory rollers, rate of spray of prime/tack coat etc.
- Shall prepare register showing date/time, detail showing weight of each dumper with asphalt, time of laying etc.

## Section 7. Terms of Reference

---

- Shall carry out hot bin test, calibration of asphalt paver, qualification of plant operator, JMF implementation, bitumen extraction test at site lab etc.
- Perform any other tasks / assignment that may be assigned by CSC, PIU, or the Bank.

---

### 14. TITLE: ASSISTANT RESIDENT ENGINEER (STRUCTURES)

#### **Experience:**

Preferably 10 years' experience as Bridge/ Structure Engineer preferably on major road / bridge projects.

#### **Qualification:**

Bachelor's degree in Civil Engineering and registration with Pakistan Engineering Council as Professional Engineer - preferably master's in civil engineering / Highway Engineering / Structure Engineering / Transportation Engineering or equivalent.

#### **Responsibilities:**

He/she will be responsible for construction supervision of bridges/culverts and of structural components of the road and ensuring that the subject project is implemented in accordance with the required specification and approved drawings.

He will be responsible for construction supervision and review and approval of contractor's bills. He will assist the Resident Engineer (RE) in the performance of his tasks. He will be responsible for designing especially on cost effective, multi-hazard resistant design, design the structural elements of roads component and bridges/ culverts, including detailed structural drawings and specifications. The main responsibilities of the position will include but not limited to the following:

- Inspect the site and collect the condition data for the design Review / cognizance and necessary changes if any.
- Assist in preparation of technical details such as specifications and estimates.
- Provide details about existing structures, damages and assessment.
- Assist and recommend approval of contractor's work program, method statements, material sources, etc.
- Assist in preparing and issuing reports as defined subsequently.
- Review and recommend approval and/or issuing working drawings, approval of the setting out of the works, and instruction to the contractor.
- Taking measurements and keeping measurement records.
- Maintaining records, correspondence, and diaries.
- Certifying work volume and recommending interim certificates for progress payments.
- Inspecting the works at appropriate intervals during the defects notification period and issuing the performance certificate.
- Processing the contractor's possible claims.
- Ensuring minimum disruption/damage to the environment by approval of contractors' work statement/methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to Client and the Bank on the monthly progress reports.
- Providing the employer with complete records and reports and recommend the contractors' as-built drawings for the works.
- Assist in the compilation of a Project completion report data, providing details of Project implementation, problems encountered, and solutions adopted, and detailing and explaining any variation in Project costs and implementation schedules from the original estimate.

## Section 7. Terms of Reference

---

- Ensure execution of RCC with respect to concrete mix design/strength.
- Ensure cubes/cylinder filling for checking of strength.
- Temperature before, during and after laying of concrete will be recorded and he will ensure proper curing etc.
- Prepare and implement defect tracking system; In case of any defect, remove the poured concrete within no time and report the RE/Team Leader etc.
- Perform any other tasks / assignment that may be assigned by CSC, PIU, or the Bank.

---

### 15. TITLE: MATERIAL ENGINEER

#### **Experience:**

Preferably 10 years' Project-related Experience Minimum 5 years' experience of Material Engineering in highway construction projects with various experiences in sample collection, material testing, mixes such as Granular Subbase (GSB), Water Bound Macadam (WBM), JMF of Bituminous mixes & concrete mixes, etc.

#### **Qualification:**

Bachelor's degree in Civil Engineering and registration with Pakistan Engineering Council as Professional Engineer – preferably Masters in Geotechnical Engineering.

#### **Responsibilities:**

The major responsibility of the material engineer to supervise the material testing lab with respect to quality and efficiency of the test results; calibration of the lab equipment; conduct and discipline of the quality team.

He/she will also supervise the Lab testing against the check request of the contractor.

He/she is responsible for the operation and quality function of Batching Plant and also be responsible for reviewing slope stabilization needs of the project roads. He/she should have experience in designing and implementing cost effective slope stabilization and erosion control measures.

He/she will be responsible for quality of materials used in construction by performing field and laboratory tests and certifying their acceptance based on recommended specifications for the materials, will also identify the sources of material and quarry sites. Coordinate with Geotechnical Engineer and support to the Deputy Team Leader / RE and the Client with respect to the following: Main responsibilities of the position will include but not limited to the following:

- Review project quality plan submit by the contractor and advise accordingly.
- Prepare ITP wherein specify their testing frequency of material at source, material at site and composite item of work as per BOQ, etc.
- Undertake overall management of quality control related to Construction Work Lot wise.
- Provide protocols for material testing; assist with test formats, procedures of quality control tests required by the project.
- Overall quality control and quality administration/ assurance.
- Approve / disapprove contractor check request after performing standard necessary tests.
- Stipulate material testing procedures and specifications.
- Identify sources of materials, quarry sites and borrow areas.
- Confirm the suitability and availability of material in the borrow pits and quarries for pavement.
- If required, identify, and evaluate additional sources of materials.
- Undertake field and laboratory testing of the materials to determine their suitability for various components of the work.

## Section 7. Terms of Reference

---

- Prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries, and the respective estimated quantities.
- Make suitable recommendations regarding making good the borrow and quarry areas after the exploitation of materials for construction of works.
- Prepare JMF and its real time implementation on each mockup reaches.
- Maintain the check request register showing conformance or non-conformance of each reach.
- Supervision of slope stabilization works.
- Proposing measures to control erosion and siltation at construction sites.
- Providing advice on proper disposal of construction debris to avoid side-casting of excavated materials, ensuring compliance with environmental standards.
- Approve unsuitable material in subgrade/earthwork and better fill material if required.
- Be responsible for material testing and specification and certification of material quality.
- Preparation and testing of concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler, etc.) as identified during material investigation to conform to specification applicable in Pakistan.
- Shall use different techniques to determine asphalt thickness (ABC & AWC), laying of asphalt (Asphalt temperature at plant before and after laying), rejection of over burnt asphalt material, will check calibration of asphalt pavers, pneumatic type roller, vibratory rollers, rate of spray of prime/tack coat etc.
- Shall prepare register showing date/time, detail showing weight of each dumper with asphalt, time of laying etc.
- Shall carry out hot bin test, calibration of asphalt paver, qualification of plant operator, JMF implementation, bitumen extraction test at site lab etc.
- Perform any other tasks / assignment that may be assigned by Consultant, PIU or the Bank.

---

### 16. TITLE: CHIEF QUANTITY SURVEYOR

#### **Experience:**

Preferably 12 years' experience as Quantity Surveyor on road mega projects that administered under FIDIC contract conditions, preference will be given to those who has working experience with the Bank or Loan Aided Projects. Familiarity with international and National design standards. Hands-on experience in using various quantity-estimation software. Preference will be given to those who has hands on experience on Civil-3D for extraction of quantity reports.

#### **Qualification:**

Shall hold bachelor's degree in civil engineering and registration with Pakistan Engineering Council as Professional Engineer / highway engineering / structure engineering / transportation engineering / construction management / project management or equivalent. Preferably master's degree in the said relevant field.

#### **Responsibilities:**

Responsibilities of the Chief Quantity Surveyor will include, but not limited to the following:

- He will be responsible for preparation and reviewing of engineering estimate by fulfilling all codal and legal formalities of the Client Department.
- He will be responsible for measurement of all type of quantities and preparation of measurement sheet in accordance with approved drawings for the purpose of reviewing interim and final payment certificates.
- He will be responsible for preparing of revised PC-I if required.

## Section 7. Terms of Reference

---

- The quantity surveyors shall review detailed estimates for quantities (considering designs and mass haul diagram) and project cost for the entire project (Lot wise), including the cost of environmental and social safeguards proposed and market rate for the MRS or the local schedule of rates.
- He will ensure correctness of documentation, IPCs and quantities during the construction and confirming the computation and processing of interim payment certificate, producing details of the final bill and total quantities consumed during the project.
- The quantity surveyors prepare quantitative estimates for any suggested variation with its cost impact on the project.
- Maintain a permanent record of all measurement for the work quantities.
- Perform any other tasks / assignment that may be assigned by Consultant, PIU or the Bank.

---

### 17. TITLE: CHIEF SURVEYOR

#### **Experience:**

Preferably 12 years' experience as Land Surveyor on road mega projects by using total station, GPS, DGPS and RTK Rover.

#### **Qualification:**

Shall hold bachelor's degree in civil engineering and registration with Pakistan Engineering Council as Professional Engineer / highway engineering / structure engineering / transportation engineering / construction management / project management or equivalent. Preferably master's degree in the said relevant field.

#### **Responsibilities:**

Responsibilities of the Chief Quantity Surveyor will include, but not limited to the following:

- Obtain the benchmarks and other information from the C&WD as required for review of survey work by the designer prior to commencement of construction activities.
- He will be responsible to establish suitable number of permanent benchmarks at suitable place & point preferably at employer's subordinate office or estate building in each corridor by using DGPS duly verified by the employer's representative.
- He will be responsible for joint survey prior to execution of earthwork with the designer representative, contractor representative and employer representative/Deputy Director Construction Client.
- Inform the employer promptly regarding any variation established during the joint survey from the basic survey data received from the designer.
- All levels and references will be referred to permanent benchmarks.
- Establish a system for validation of data both levels and RD's through RTK Rover and DGPS, by employer or 3rd party.
- Assist the resident engineer in checking the correctness of layout drawn at site by the contractors during executing for the road construction.
- Maintain all documentation on survey works, record of control points and benchmarks and ensure that works commences according to the working drawings approved by the resident engineer.
- Perform any other tasks / assignment that may be assigned by Consultant, PIU or the Bank.

---

## 5. IMPLEMENTATION ARRANGEMENTS



## Section 7. Terms of Reference

---

- 17.1 PIU, KP-RIISP, C&WD will provide all possible assistance and information as may be reasonably requested by the Consultant to carry out his obligations.
- 17.2 Through the construction contract by the PIU, KP-RIISP, C&WD, the Consultant shall be provided at the site of the works with:
- (i) Accommodation for the supervision team on site including furniture, maintenance and supply of water, electricity, high-band Internet connection. Prior to the mentioned accommodation being made available (i.e., before commencement of the works contract), the Consultant should plan and cost the provision of a suitable accommodation of its team responsible for design cognizant and procurement.
  - (ii) Fully furnished and equipped office space at or near the site for members of the supervision team, including maintenance, water, electricity, telecommunication services, high-band Internet connection, office supplies and consumables. Head office space will comprise of two offices with one working place, one office for the technical secretary/interpreter, three offices with three working places, conference room with at least 25 seating spaces, storage area, small kitchen and toilette facilities or as agreed with the Client. Prior to the mentioned office space being made available (i.e. before commencement of the works contract), the Consultant should plan and cost the provision of a suitable office space for its team responsible for design review and procurement;
  - (iii) Fully furnished and equipped site office containers for members of the supervision team, including maintenance, water, electricity, telecommunication services, high-band Internet connection, office supplies and consumables. Containers will comprise of two working places and toilette facilities and will be located conveniently along the alignment to serve as field offices for members of the supervision team.
  - (iv) Local and site transport (vehicles) for the supervision team, including cost of maintenance, operation, repairs, insurance, and drivers, including transport to the PIU, KP-RIISP, C&WD Peshawar Office. Vehicles will be delivered one (01) month after the commencement of works, at latest. Prior to the mentioned vehicles being made available, the Consultant should plan and cost the provision of a suitable number of vehicles for its team responsible for design cognizant and procurement.
  - (v) Furnished laboratory, including surveying equipment, sampling equipment, laboratory equipment and accessories, maintenance, and operation. Laboratory will be equipped for testing of raw materials and products for soils, asphalt, and concrete. All equipment has to be accredited according to local rules. The Consultant does not have to provide his own staff for laboratory (Contractor's responsibility), but the Consultant must have his own staff to monitor, check and validate the testing.
- 17.3 However, the Consultant will supply all necessary computer hardware and software required to deliver the services.
- 17.4 After commencement of the works contract, the PIU, KP-RIISP, C&WD will organize through the contract, maintaining and cleaning for all of the offices of the Consultant. This includes provision of all necessary cleaning equipment, rubbish bins and materials as well as provision of liquid soap for hand washing, dish

**Section 7. Terms of Reference**

---

washing, etc., lavatory cleaner and brushes, toilet paper, daily provision of clean hand towels, fly spray, extermination of any rodents and any other such incidentals as the Consultant may reasonably require for maintaining decent conditions for the operations of the offices. Eventual repair works for the facilities are also included. Prior to the mentioned services being made available (i.e. before commencement of the works contract), the Consultant should plan and cost these services to support its team responsible for design review and procurement.

- 17.5 The PIU, KP-RIISP, C&WD will assist the Consultant to:
- (i) obtain formal consent from outside authorities or persons having rights or powers in connection with the works or the site thereof.
  - (ii) obtain ministerial orders, sanctions, licenses and permits in connection with the works.

**6. Reporting Requirements & Time Schedule for Deliverables**

6.1 Table below sets out the Construction Supervision Consultant reporting requirements. All reports will be submitted in English in hard copy to the Client and the Bank (5 copies and 2 copies respectively) and in electronic form as PDF files through an appropriate large file transfer application. The Client and the Bank will agree on suitable formats for the progress reports prior to the submission of the first such report.

**Table: Reporting Requirements**

**MONITORING AND PROGRESS REPORT:**

Reports	Content	Submission date
Inception Report	<p>Report will contain consultant's supervision, &amp; contract administration manuals, detailed work program, a brief description of the updated work methods proposed for carrying out the services in accordance with the Terms of Reference. The report will also identify any major issues and problems likely to be encountered as well as staff plan with supporting CVs of professional staff and projected monthly billing.</p> <p><b>Summary:</b></p> <ul style="list-style-type: none"> <li>➤ Detailed work program and staffing schedule.</li> <li>➤ Updated methodology (where appropriate) in line with the TOR.</li> <li>➤ Baseline data on project expected outcomes and outputs.</li> <li>➤ Identification of major likely issues and problems, and proposition of recommendations.</li> </ul>	4 weeks after commencement of services

Reports	Content	Submission date
	<p>➤ Format is to be agreed with the Bank and the Client.</p> <p><b>Documents &amp; Manuals Required:</b> The consultants will also prepare following documents to be approved by the Employer for efficient contract administration &amp; construction supervision:</p> <ul style="list-style-type: none"> <li>➤ Contract Administration Manual included but not limited to the following:</li> <li>➤ Quality Control &amp; Assurance Manual included but not limited to the following:</li> <li>➤ Laboratory Manual</li> <li>➤ Environmental Monitoring Checklist</li> <li>➤ Safeguard Monitoring Check list</li> </ul>	
<p><b>Monthly Reports</b></p>	<p>Monthly Report to summarize the following progress of the project.</p> <ul style="list-style-type: none"> <li>• The work accomplished.</li> <li>• Any problems encountered during the month.</li> <li>• Environmental and resettlement status.</li> <li>• A work plan for the next month.</li> <li>• Minutes of site meetings.</li> <li>• The report will present progress information in graphical form, relative to the contractors' approved contract schedules.</li> </ul> <p>(i) <b>Monthly Contract Administration Reports:</b> The Consultant will, no later than the 10<sup>th</sup> of each month, prepare a narrative progress report summarizing:</p> <ul style="list-style-type: none"> <li>a. Construction progress during the month and cumulative to date for each individual contract drawing specific attention to any major causes of delay (administrative, technical, or financial) with details of remedial action taken or recommended to the Employer.</li> <li>b. A comparison of actual and forecast expenditure both during the month and cumulative to date</li> </ul>	<p>At the end of each month till 05<sup>th</sup> of each month.</p>

Reports	Content	Submission date
	<p>for each individual contract, and a record of the status of payment of the Contractors' monthly invoices, of all claims for cost or time extensions, and of actions required of Client to permit unconstrained works implementation. The Consultant will also advise on the final estimated cost for each individual contract and draw attention to any major changes in the project budget including details of remedial action taken or recommended to the Employer.</p> <p>c. Brief on all correspondence exchanged with the contractors particularly relating to contractual clauses, with financial and time implications.</p> <p>d. Summary of check request register showing RD wise and each layer wise quality test results and test performer Engineer/Manager.</p> <p>e. For quality calculation reflecting levels on x-sections and Avg. thickness of each layer.</p> <p>f. Technical appreciation of any design or quality control problems for each individual contract including details of remedial action taken or recommended to the Employer.</p> <p>g. Status of compliance with the Environmental &amp; Resettlement gender, health &amp; safety implementation plan.</p> <p><b>Summary:</b></p> <ul style="list-style-type: none"> <li>➤ Summary in graphical form to the extent possible of project progress (physical, financial, safeguards), work</li> </ul>	

**Section 7. Terms of Reference**

<b>Reports</b>	<b>Content</b>	<b>Submission date</b>
	<p>accomplished, and any problems encountered during the month.</p> <ul style="list-style-type: none"> <li>➤ Proposition of work plan for next month with recommendations to achieve the objectives.</li> <li>➤ Format is to be agreed with the Bank and the Client.</li> </ul>	
<b>Mid-Term Review Report</b>	<p>Consultant will assist in.</p> <ul style="list-style-type: none"> <li>➤ Comprehensive review of project progress, achievements, and problems at mid-term review stage.</li> <li>➤ Description of any revisions made or estimated to be made to the project design.</li> <li>➤ Format is to be agreed with the Bank and with the Client</li> </ul>	At least 21 days prior to the Bank mid-term review Mission
<b>Interim Contract Completion Reports</b>	<p>The Consultant will prepare completion report for each contract after issuance of Taking-over-Certificate / Certification of Completion. This report shall summarize the implementation and financial history of the contracts. The Consultant shall summarize the method of construction, as built drawings/record showing the location and details of all works carried out, all defects and snag list works, all outstanding variation orders and claims pending resolution, the construction supervision performed. A safeguards implementation completion (final) report will also be included as appendix to the final project completion report.</p>	Not later than one month after completion of each civil works contract.
<b>Final Report</b>	<p>The Consultant will prepare a comprehensive report to summarize all activities performed during its services, including the financial component. All civil works contracts will be summarized in the report, with the specific notification about the completed contracts and their completed/remaining DNP, as well as the status of remedying activities.</p>	One month prior to completion of the services
<b>DNP Report</b>	<p>The Consultant will prepare a comprehensive DNP report during the DNP for each road section.</p>	One week after each DNP inspection.

**SPECIFIC REPORTS AND DELIVERABLES:**

Section 7. Terms of Reference

Reports	Content	Submission date
<p><b>Consultant's Quality Assurance Manual</b></p>	<ul style="list-style-type: none"> <li>➤ Procedures and Systems for construction supervision with respect to QAQC showing SOPs of material testing and Lab management including equipment calibration; check request register and check request management system.</li> <li>➤ Format is to be agreed with the Bank and with the Client.</li> </ul>	<p>Within 60 days after commencement of services but at least 15 days prior to commencement of Civil Works.</p>
<p><b>Road Safety Audit Reports</b></p>	<ul style="list-style-type: none"> <li>➤ Summary of the findings and key recommendations. A short summary (up to 5 pages) of the main findings and recommendations. These are usually the top priorities or highest risk items that should be addressed in order to achieve a safe project outcome.</li> <li>➤ A General Observations section containing those findings and recommendations that pertain to the whole, or a large section, of the road. For the sake of compactness, these observations are clubbed together. To mitigate these risks, the associated recommendation must be implemented along the whole road, at every instance where the issue is prevalent.</li> <li>➤ A Specific Observations section containing those findings and recommendations that are specific to a location on the road section. These issues are handled separately for each case, and the recommendations are specific for the location in question.</li> <li>➤ Format is to be agreed with World Bank and with the PIU-C&amp;WD.</li> </ul>	<p>Within 2 weeks after completion of each RSA</p>
<p><b>Guidelines on Safe Rural Roads Design</b></p>	<ul style="list-style-type: none"> <li>➤ Guidelines on safe rural roads design.</li> <li>➤ Material for training of C&amp;WD and other relevant staffs.</li> <li>➤ Material for public awareness-raising.</li> <li>➤ Format is to be agreed with the Bank and with the Client.</li> </ul>	<p>To be agreed with the Bank and the Client</p>
<p><b>Resettlement Monitoring Reports</b></p>	<ul style="list-style-type: none"> <li>➤ LARP implementation compliance report</li> </ul>	<p>After completion of disbursement of compensation as per the approved LARP</p>

**Section 7. Terms of Reference**

<b>Reports</b>	<b>Content</b>	<b>Submission date</b>
	<ul style="list-style-type: none"> <li>➤ A semi-annual social monitoring report highlighting the progress on implementation of resettlement and monitoring any unanticipated LAR issues during construction, documenting all activities including restoration of temporarily used land, grievance redress, formal and informal consultation, gender issues, socioeconomic aspects, child labor, drug trafficking, hygiene and safety, and other social aspects.</li> <li>➤ LARP completion report</li> </ul>	<p>Within 15 days after the end of each 6-month reporting period</p> <p>Upon completion of the civil works</p>
<b>Land Acquisition and Resettlement Plan Update, LARP Addendum or Corrective Action Plan</b>	<ul style="list-style-type: none"> <li>➤ Final impacts, APs, and compensation payments based on detailed design or design changes resulting in LAR impacts.</li> </ul>	After completion of design or changes in design'
<b>Environmental Safeguards Monitoring Reports</b>	<ul style="list-style-type: none"> <li>➤ Environmental monitoring report to include status of compliance with the project SEMP, records of related activities, status of grievance redress mechanism, issues and solutions, and results of environmental baselines and monitoring.</li> <li>➤ Bi-annual review of implementation of the Contractor's SSEMPs.</li> <li>➤ Format is to be agreed with the Bank and with the Client.</li> </ul>	Within 15 days after the end of each 6-month reporting period, i.e. Each six month after commencement of contract implementation until contract completion.
<b>Inspection Report during Defects Notification Period</b>	<ul style="list-style-type: none"> <li>➤ Detailed inspection findings.</li> <li>➤ Detailed technical and contractual recommendations.</li> <li>➤ Format is to be agreed with the Bank and with the Client.</li> </ul>	Monthly basis after issuing the Taking-over-Certificate till issuance of performance certificate
<b>Performance Certificate</b>	<ul style="list-style-type: none"> <li>➤ The team will be mobilized one month prior to end of DNP till issuance of performance certificate.</li> <li>➤ After detailed inspection / findings, the consultant shall ensure that the no liability left on the part of the contractor.</li> <li>➤ Format is to be agreed with the Bank and with the Client.</li> </ul>	Within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as provided in the condition of contract of civil work.

Reports	Content	Submission date
<b>Project Closure</b>	Consultant shall prepare final reports lot wise / package wise in accordance with the Bank requirement as well as to satisfy the requirement of Government of KP.	Within 30 days after issuance of performance certificate.
<b>Technical Reports</b>	The Consultant will produce as necessary technical / due diligence reports and position papers dealing with project matters during implementation	As and when necessary
<b>Review of Traffic Diversion Plan and Safety measures</b>	The Construction Supervision Consultant will make ensure to finalize the proper traffic diversion plan of contract and to provide proper guidelines to contractor to maintain smooth traffic flow and to make ensure proper safety measures to save human life during construction activities of the contractor and to avoid any traffic accident during construction	
<b>Revised PC-1 / Detailed Cost Estimate</b>	The Consultant shall prepare the revised PC-1 along with Detailed Cost Estimate of the project, before completion of the project, if required by incorporating all changes in the scope of work and prepare completion report (PC-IV), at the completion of the project	As and when required by Client.
<b>Technical Sanction Estimate</b>	The Consultant shall prepare the Technical Sanction Estimate of the project.	As and when required by Client.

## 6.2 Location of Services

It is anticipated that for the duration of the project, the locations for the Construction Supervision Consultant office(s) establishments will be done by the Contractor as follows:

- (i) Team Leader – Construction Supervision Consultant office in Peshawar.
- (ii) Site Team / Resident Team – suitable location near the project sites, or the contractor’s compound, to be decided later, however, as the project sites are spread over various districts of Khyber Pakhtunkhwa Province i.e., **Bajaur, Khyber, Kurram, Mohmand, Orakzai, North Waziristan, South Waziristan I & II, Kohat (FR), Bannu (FR), Peshawar (FR), Tank (FR), DI Khan (FR), Lakki Marwat (FR)**, therefore, the Site Office(s) will be established at the above mentioned Districts.

## 6.3 Schedule

The civil works contract period will be between 12 to 30 months with 12 months Defect Notification Period from the commencement date. The commencement date is anticipated within 2024.

## 7. Support, Counterpart Personnel, and Information



## Section 7. Terms of Reference

---

- 7.1 All the requirements will be part of the CSC contract and Client expects that the firm(s) will quote their prices for all the items mentioned in RFP under Reimbursable Expenses.
- 7.2 The Client will provide counterpart staff to work with the Construction Supervision Consultant. The counterpart staffs are to be trained by the Construction Supervision Consultant to gain hands-on experience in all aspects of project management and contract supervision. The counterpart staff will not work as members of the Construction Supervision Consultant team for delivering the services and they will be paid salaries by the Government. The cost of these counterpart staff will not be included in the Consultant's proposal and subsequent contract agreement.
- 7.3 The Client will provide all relevant existing reports (*which are but not limited to, Detailed Engineering Design Reports, BOQs, Specifications, Contract Agreements, Employer's Requirements, IEE, LARPs Reports etc*) and available documents to the Construction Supervision Consultant during the implementation of the services. The Client will assist with facilitating access by the Construction Supervision Consultant to other government agencies for communications, collecting of relevant information, data, documents, etc. and other activities required for the services. These documents can be download from below weblinks:

## 8. CLIENT'S INPUT AND COUNTERPART PERSONNEL

- 8.1 The Employer will provide the following assistance to the Consultant:
  - **Services, facilities, and property to be made available to the Consultant by the Employer:**
    - Design Reports, Drawings and related data for the sub-projects will be shared with the consultants.
  - **Professional and support counterpart personnel to be assigned by the Employer to the Consultant's team:**
    - The Employer shall establish a functional Project Implementation Unit for support and liaison with the Consultants.
  - Provide assistance to obtain the necessary visas, work permits and to comply with any other requirements for the purpose of undertaking the consultancy services.
  - Provide liaison with other Government offices and departments as required for facilitating the consultant's work.
  - Furnish all necessary data, documentation, and information relevant to the Project.
- 8.2 **Employer's Staff:**
  - The Employer has nominated a Project Steering Committee to provide guidance and oversight to the Project Implementation Unit, Communication and Works Department KP. The PIU has been established under a Chief Engineer (Foreign Aided Projects), C&WD, headed by Project Director, assisted by other technical and social / environmental safeguard staff, and will be located in the field.

8.3 Under the terms of the **civil works contract** the contractor is required to provide the consultant – the Engineer – and its staff with:

➤ **Facilities:**

Facilities for the Engineer and his staff: The Construction Contractor shall provide, operate, and maintain the following facilities for the exclusive use of the Consultants:

- a. Laboratory and Testing Equipment.
  - b. Site Office and Residential Accommodation (adequately furnished).
  - c. Site Transport.
  - d. Survey Equipment.
- 
- Fully furnished and maintained main site office, located within or close to the project site(s).
  - Fully furnished and maintained residential accommodation for the Engineer's main site office staff, to be designed and constructed or renovated by the contractor as permanent buildings within 2 months from the contract commencement date or provide equivalent rented accommodation.
  - Rental / provision of the Engineer's satellite site office near the project(s) locations including office maintenance (mutually agreed at later stage).
  - Residential accommodation for the Engineer's Satellite Site Office staff including maintenance.
  - A fully equipped Engineer's and Contractor's laboratory on site.
  - Survey equipment.
  - Supervision vehicles, including drivers, fuel, and vehicle maintenance.

8.4 Provisional Sum kept in the Consultancy Contract for:

- Workshops / Seminars / Conferences
- Resource Persons
- Surveys
- Equipment
- POLs, Maintenance & Drivers etc for Supervision Team after the completion of Civil Works Contracts

8.5 The Consultants are encouraged to familiarize with Construction Work before submitting their proposals. Draft sample documents regarding EMP, Resettlement, and Environment as per the instruction of the Client.

8.6 After completion of the services the consultant will hand over to the Employer all vehicles, equipment and furniture provided under this Project.

**PART II**

**Section 8. Conditions of Contract and Contract Forms**

## TIME-BASED FORM OF CONTRACT

# Consultant's Services

Time-Based

## TABLE OF CONTENTS

I. ....	Form of Contract	
.....		131
II. ....	General Conditions of Contract	
.....		135
A. General Provisions .....		135
1. Definitions.....		135
2. Relationship between the Parties .....		137
3. Law Governing Contract.....		137
4. Language .....		137
5. Headings .....		138
6. Communications.....		138
7. Location.....		138
8. Authority of Member in Charge.....		138
9. Authorized Representatives .....		138
10. Fraud and Corruption .....		138
11. Effectiveness of Contract.....		139
12. Termination of Contract for Failure to Become Effective .....		139
13. Commencement of Services .....		139
14. Expiration of Contract.....		139
15. Entire Agreement.....		139
16. Modifications or Variations .....		139
17. Force Majeure .....		140
18. Suspension.....		141
19. Termination .....		141
C. Obligations of the Consultant .....		144
20. General.....		144
21. Conflict of Interest.....		145
22. Confidentiality .....		146
23. Liability of the Consultant .....		146
24. Insurance to be taken out by the Consultant .....		146
25. Accounting, Inspection and Auditing.....		146
26. Reporting Obligations .....		147
27. Proprietary Rights of the Client in Reports and Records .....		147
28. Equipment, Vehicles and Materials .....		148
29. Health and Safety .....		148
30. Code of Conduct.....		149
31. Forced Labor .....		149
32. Child Labor .....		149
33. Workers' Organizations .....		150
34. Non-Discrimination and Equal Opportunity.....		151
35. Experts Grievance Mechanism.....		151
36. Training of Experts .....		152

**Section 8. Conditions of Contract and Contract Forms (Time Based)**

---

D. Consultant’s Experts and Sub-Consultants.....	152
37. Description of Key Experts .....	152
38. Replacement of Key Experts.....	153
39. Approval of Additional Key Experts .....	153
40. Removal of Experts or Sub-consultants .....	153
41. Replacement/ Removal of Experts – Impact on Payments .....	154
42. Working Hours, Overtime, Leave, etc. ....	154
E. Obligations of the Client .....	154
43. Assistance and Exemptions .....	154
44. Access to Project Site .....	155
45. Change in the Applicable Law Related to Taxes and Duties.....	156
46. Services, Facilities and Property of the Client.....	156
47. Counterpart Personnel .....	156
48. Payment Obligation .....	157
49. Ceiling Amount.....	157
50. Remuneration and Reimbursable Expenses .....	157
51. Taxes and Duties .....	158
52. Currency of Payment.....	158
53. Mode of Billing and Payment.....	158
54. Interest on Delayed Payments .....	160
G. Fairness and Good Faith .....	160
55. Good Faith .....	160
H. Settlement of Disputes .....	160
56. Amicable Settlement .....	160
57. Dispute Resolution .....	160
III.....	Special Conditions of Contract
.....	165
IV.....	Appendices
.....	175
Appendix A – Terms of Reference.....	175
Appendix B - Key Experts.....	175
Appendix C – Remuneration Cost Estimates.....	175
Appendix D – Reimbursable Expenses Cost Estimates .....	178
Appendix E - Form of Advance Payments Guarantee .....	179
Appendix F - Code of Conduct .....	181
Appendix G - Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Sub-consultants.....	182

**CONTRACT FOR CONSULTANT'S SERVICES  
Time-Based**

**Project Name** \_\_\_\_\_

**[Loan/Credit/Grant] No.** \_\_\_\_\_

**Assignment Title:** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
***[Name of the Client]***

**and**

\_\_\_\_\_  
***[Name of the Consultant]***

**Dated:** \_\_\_\_\_

## I. Form of Contract

### TIME-BASED

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[Insert as appropriate: International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]* toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;



**Section 8. Conditions of Contract and Contract Forms (Time Based)**

---

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption";
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F: Code of Conduct (ES)

Appendix G: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; Appendix F; and Appendix G. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

\_\_\_\_\_  
*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

\_\_\_\_\_

**Section 8. Conditions of Contract and Contract Forms (Time Based)**

---

*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“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 **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
  - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
  - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant.
  - (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant.

- (j) **“Day”** means a working day unless indicated otherwise.
- (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (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 entity where one member has the authority to conduct all businesses 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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **“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.
- (y) **“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 or Client’s Personnel.
- (z) **“Site”** means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor’s contract as forming part of the Site.
- (aa) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (bb) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language

for all matters relating to the meaning or interpretation of this Contract.

- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption** 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose

such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

## 17. Force Majeure

- a. Definition**
- 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract**
- 17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.



17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 56 & 57.

**18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

**19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

**a. By the Client**

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as

specified in a notice of suspension pursuant to Clause GCC 18;

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 58.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 58.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 58.1.
    - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**
  - 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
  - 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination**
  - 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
    - (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 50;
    - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt

and orderly termination of this Contract, including the cost of the return travel of the Experts.

### **C. OBLIGATIONS OF THE CONSULTANT**

#### **20. General**

- a. Standard of Performance**
- 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix G- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; 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.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of Interest**

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

**a. Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 49 through 54) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

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

- c. Prohibition of Conflicting Activities**      21.1.4      The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**      21.1.5      The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**      22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**      23.1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be taken out by the Consultant**      24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**      25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall

cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting Obligations**

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights of the Client in Reports and Records**

27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**29. Health and Safety**

29.1. The Consultant shall:

- (a) comply with all applicable health and safety regulations and Laws;
- (b) comply with all applicable health and safety obligations specified in the Contract;
- (c) provide or cause to be provided health and safety training of Experts as appropriate and maintain training records;
- (d) put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (e) Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (f) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.



**30. Code of Conduct** 30.1. The Consultant shall have a Code of Conduct for the Experts.

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community.

**31. Forced Labor** 31.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

**32. Child Labor** 32.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or

to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

**33. Workers' Organizations**

33.1. In countries where the relevant labor laws recognise workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Consultant shall enable alternative means for the Experts to express their grievances and protect their rights regarding working conditions and terms of employment. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative

mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

**34. Non-Discrimination and Equal Opportunity**

34.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 33).

**35. Experts Grievance Mechanism**

35.1. The Consultant shall have a grievance mechanism for Experts, and where relevant the workers' organizations stated in Clause GCC 33, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Experts shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Experts.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Experts. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

**36. Training of Experts**

36.1. The Consultant shall provide appropriate training to relevant Experts on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Clause GCC 29.

As required under the Contract, the Consultant shall also allow appropriate opportunities for the relevant Experts to be trained on ES aspects of the Contract by the Client's Personnel.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**37. Description of Key Experts**

37.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

37.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 49.2.

37.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 49.2, the Parties shall sign a Contract amendment.

**38. Replacement of Key Experts**

38.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

38.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

**39. Approval of Additional Key Experts**

39.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

**40. Removal of Experts or Sub-consultants**

40.1. If the Client finds that any of the Experts or Sub-consultant:

- (a) persists in any misconduct or lack of care;
- (b) carries out duties incompetently or negligently;
- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;
- (f) undertakes behaviour which breaches the Code of Conduct for Experts (ES);

the Consultant shall, at the Client's written request, provide a replacement.

40.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client,

specifying the grounds therefore, may request the Consultant to provide a replacement.

40.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

40.4. Subject to the requirements in Clause GCC 40.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Services are being carried out, any Expert who engages in (a) to (f) above.

**41. Replacement/  
Removal of  
Experts – Impact  
on Payments**

41.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**42. Working Hours,  
Overtime, Leave,  
etc.**

42.1. Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

42.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

42.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

**E. OBLIGATIONS OF THE CLIENT**

**43. Assistance and  
Exemptions**

43.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

**44. Access to Project Site**

44.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or

negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**45. Change in the Applicable Law Related to Taxes and Duties**

45.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 49.2.

**46. Services, Facilities and Property of the Client**

46.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

46.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 49.3.

**47. Counterpart Personnel**

47.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

47.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 49.3.

47.3. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is



consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**48. Payment  
Obligation**

48.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**49. Ceiling Amount**

49.1. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

49.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

49.3. For any payments in excess of the ceilings specified in GCC 49.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**50. Remuneration  
and  
Reimbursable  
Expenses**

50.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

50.2. All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

50.3. Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

50.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

50.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

**51. Taxes and Duties** 51.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

51.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**52. Currency of Payment** 52.1. Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.

**53. Mode of Billing and Payment** 53.1. Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 52 and GCC 53 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency

and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
- (d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**54. Interest on  
Delayed  
Payments**

54.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 53.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

**G. FAIRNESS AND GOOD FAITH**

**55. Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**56. Amicable  
Settlement**

56.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

56.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 57.1 shall apply.

**57. Dispute  
Resolution**

57.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

## II. General Conditions Attachment 1

### Fraud and Corruption

*(Text in this Attachment shall not be modified)*

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/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

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating

---

<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

**Section 8. Conditions of Contract and Contract Forms (Time Based)**

---

to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract								
1.1(a)	The Contract shall be construed in accordance with the law of <a href="#">Islamic Republic of Pakistan</a> .								
4.1	The language is: <a href="#">English</a> .								
6.1 and 6.2	<p>The addresses are:</p> <table border="1" data-bbox="509 646 1409 1499"> <tr> <td data-bbox="509 646 743 751">Client:</td> <td data-bbox="748 646 1409 751"><a href="#">Communication and Works Department, Government of Khyber Pakhtunkhwa</a></td> </tr> <tr> <td data-bbox="509 758 743 1192">Attention:</td> <td data-bbox="748 758 1409 1192"><a href="#">Engr. Naveed Iqbal Project Director Project Implementation Unit Khyber Pakhtunkhwa Rural Investment and Institutional Support Project Communication and Works Department, Government of Khyber Pakhtunkhwa Address: House No. 8-BC Park Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan Phone No: +92-91-9224272 Email: <a href="mailto:pdkpriisp@gmail.com">pdkpriisp@gmail.com</a></a></td> </tr> <tr> <td data-bbox="509 1220 743 1289">Consultant:</td> <td data-bbox="748 1220 1409 1289"><a href="#">M/s</a></td> </tr> <tr> <td data-bbox="509 1295 743 1499">Attention:</td> <td data-bbox="748 1295 1409 1499"></td> </tr> </table>	Client:	<a href="#">Communication and Works Department, Government of Khyber Pakhtunkhwa</a>	Attention:	<a href="#">Engr. Naveed Iqbal Project Director Project Implementation Unit Khyber Pakhtunkhwa Rural Investment and Institutional Support Project Communication and Works Department, Government of Khyber Pakhtunkhwa Address: House No. 8-BC Park Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan Phone No: +92-91-9224272 Email: <a href="mailto:pdkpriisp@gmail.com">pdkpriisp@gmail.com</a></a>	Consultant:	<a href="#">M/s</a>	Attention:	
Client:	<a href="#">Communication and Works Department, Government of Khyber Pakhtunkhwa</a>								
Attention:	<a href="#">Engr. Naveed Iqbal Project Director Project Implementation Unit Khyber Pakhtunkhwa Rural Investment and Institutional Support Project Communication and Works Department, Government of Khyber Pakhtunkhwa Address: House No. 8-BC Park Road, University Town Peshawar Khyber Pakhtunkhwa, Pakistan Phone No: +92-91-9224272 Email: <a href="mailto:pdkpriisp@gmail.com">pdkpriisp@gmail.com</a></a>								
Consultant:	<a href="#">M/s</a>								
Attention:									
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i></p> <p>OR</p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p><b>The Lead Member on behalf of the JV is _____</b>  <b>_____ [insert name of the member]</b></p>								



**Section 8. Conditions of Contract and Contract Forms (Time Based)**

---

<b>9.1</b>	<b>The Authorized Representatives are:</b>  <b>For the Client: Engr. Naveed Iqbal, Project Director, PIU, KP-RIISP, C&amp;WD, GoKP</b>  <b>For the Consultant: [name, title]_____</b>
<b>11.1</b>	<b>The effectiveness conditions are the following:</b> Confirmation from the Consultant that the nominated key staff in Technical Proposal is on board for the assignment.
<b>12.1</b>	<b>Termination of Contract for Failure to Become Effective:</b>  <b>The time period shall be 30 Days</b>
<b>13.1</b>	<b>Commencement of Services:</b>  <b>The number of days shall be Twenty-One (21) days</b>  Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
<b>14.1</b>	<b>Expiration of Contract:</b>  <b>The time period shall be Forty-Eight (48) months.</b>

<p>23.1</p>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>"Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) <b>Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</b></p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds two times the total value of the Contract.</p> <p>(b) <b>This limitation of liability shall not</b></p> <p>(i) <b>affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</b></p> <p>(ii) <b>be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</b></p>
<p>24.1</p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) <b>Professional liability insurance, with a minimum coverage of <u>1.5 times</u> to contract price.</b></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Islamic Republic of Pakistan.</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in the Client's country.</p> <p>(d) Include (c) and (d) as follows: Third Party liability insurance, with a minimum coverage of PKR 1,000,000.</p> <p>(e) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;</p>

**Section 8. Conditions of Contract and Contract Forms (Time Based)**

	<p>PKR 600,000 per occurrence in case of death and PKR 150,000 per occurrence in case of injury; and</p> <p>(f) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p><b>27.1</b></p>	<p>No exceptions applicable to propriety rights provision.</p>
<p><b>27.2</b></p>	<p><b>The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.</b></p>
<p><b>49.2</b></p>	<p><b>The ceiling in foreign currency or currencies is:</b> _____ <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive]</i> <b>of local indirect taxes.</b></p> <p><b>The ceiling in local currency is:</b> _____ <i>[insert amount and currency] [indicate: inclusive or exclusive]</i> <b>of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall</b> <i>[insert as appropriate: "be paid" or "reimbursed"]</i> <b>by the Client</b> <i>[insert as appropriate: "for" or "to"]</i> <b>the Consultant.</b></p> <p><b>The amount of such taxes is</b> _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>
<p><b>50.3</b></p>	<p><b>Price adjustment on the remuneration applies.</b></p> <p>Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [ 0.1 + 0.9 \frac{I_f}{I_{fo}} ] \}$

	<p>where</p> <p><math>R_f</math> is the adjusted remuneration.</p> <p><math>R_{fo}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix C</b>) in foreign currency.</p> <p><math>I_f</math> is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and</p> <p><math>I_{fo}</math> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to <math>I_f</math> and <math>I_{fo}</math> in the adjustment formula for remuneration paid in foreign currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics"]</i></p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{ \text{or} \quad R_l = R_{lo} \times [ 0.1 + 0.9 \frac{I_l}{I_{lo}} ] \}$ <p>where</p> <p><math>R_l</math> is the adjusted remuneration.</p> <p><math>R_{lo}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix C</b>) in local currency.</p> <p><math>I_l</math> is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p><math>I_{lo}</math> is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to <math>I_l</math> and <math>I_{lo}</math> in the adjustment formula for remuneration paid in local currency: <b>Official Index shall be the Consumer Price Index (CPI) issued by Federal Bureau of Statistics, Government of Pakistan</b></p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor <math>X_o/X</math>. <math>X_o</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the</p>
--	--

**Section 8. Conditions of Contract and Contract Forms (Time Based)**

	<p>date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
<b>51.1 and 51.2</b>	<p>The Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services.</li> <li>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them.</li> <li>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client.</li> <li>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> <li>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</li> <li>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</li> </ul> </li> </ul>
<b>52.1</b>	<p><b>The currency [currencies] of payment shall be the following:</b> <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i></p>
<b>53.1(a)</b>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p>

**Section 8. Conditions of Contract and Contract Forms (Time Based)**

	<p>(1) An advance payment of 10% in foreign currency and of 10% in local currency shall be made within 30 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client by recovering 25% of the invoice amount against each invoice submitted by the Consultant, after second invoice, until the advance payment is fully recovered / set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
<b>53.1(b)</b>	<b>The Consultant shall submit to the Client itemized statements at time intervals of</b> each calendar month.
<b>53.1(e)</b>	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
<b>54.1</b>	<p><b>The interest rate is</b>  <b>0.01%+KIBOR for local currency; and</b>  <b>0.01%+SOFR for foreign currency</b></p>
<b>57.</b>	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland shall appoint,</p>

**Section 8. Conditions of Contract and Contract Forms (Time Based)**

	<p>upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, International Chamber of Commerce, Paris</i></p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the International Chamber of Commerce, Paris to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <b>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</b> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <b>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</b> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p>

**Section 8. Conditions of Contract and Contract Forms (Time Based)**

---

	<p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in a country selected and agreed by both the Parties i.e., the Client and the Consultants;</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>



## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

### APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

*[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]*

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

*"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.*

## **Section 8. Conditions of Contract and Contract Forms (Time Based)**

---

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 53.1(d) of this Contract.”*

**Model Form I  
Breakdown of Agreed Fixed Rates in Consultant’s Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

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

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sub>1</sub>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sub>1</sub>
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_

## **APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES**

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. ]*

## APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 53.1(a) and SCC 53.1(a)]

{Guarantor letterhead or SWIFT identifier code}

### Bank Guarantee for Advance Payment

**Guarantor:** \_\_\_\_\_ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [insert Name and Address of Client]

**Date:** \_\_\_\_\_ [insert date] \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ [insert number] \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_ [insert date] \_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [insert amount in figures] (\_\_\_\_\_) [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_) [amount in words]<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices

---

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

## **Section 8. Conditions of Contract and Contract Forms (Time Based)**

---

marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_ day of [month]\_\_\_\_\_, [year]\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

---

*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

---

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

## **APPENDIX F - CODE OF CONDUCT**

**APPENDIX G - SEXUAL EXPLOITATION AND ABUSE (SEA)  
AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE  
DECLARATION FOR SUB-CONSULTANTS**

*[The following table shall be filled in for the Consultant, each member of a Joint Venture and each Sub-consultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
We: <input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations <input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations <input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.  <b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b>



**PART III**

**Section 9. Notification of Intention to Award and Beneficial  
Ownership Forms**

## Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].***

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Client:** *[insert the name of the Client]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. /Grant No.:** *[insert reference number for loan/credit/grant]*

**RFP No:** *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Consultant

**Name:** *[insert name of successful Consultant]*

**Address:** *[insert address of the successful Consultant]*

**Contract price:** *[insert contract price of the successful Consultant]*

**Section 9. Notification of Intention to Award and Beneficial Ownership Forms**

**2. Short listed Consultants [INSTRUCTIONS: insert names of all shortlisted Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]**

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] <b>Criterion (iv):</b> [insert score] <b>Criterion (v):</b> [insert score] <b>Total score:</b> [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] <b>Total score:</b> [insert score]	[Proposal price]	[evaluated price]	<b>Combined Score:</b> [combined score] <b>Ranking:</b> [ranking]
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score]	[Proposal price]	[evaluated price]	<b>Combined Score:</b> [combined score]

**Section 9. Notification of Intention to Award and Beneficial Ownership Forms**

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		<u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] <b>Criterion (iv):</b> [insert score] <b>Criterion (v):</b> [insert score] <b>Total score:</b> [insert score]	<u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] <b>Total score:</b> [insert score]			<b>Ranking:</b> [ranking]
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] <b>Total score:</b> [insert score]	[Proposal price]	[evaluated price]	<b>Combined Score:</b> [combined score] <b>Ranking:</b> [ranking]

**Section 9. Notification of Intention to Award and Beneficial Ownership Forms**

---

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]				
[insert name]	...					
...	...					

**3. Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]**

***[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]***

**4. How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]**

**DEADLINE:** The deadline to request a debriefing expires at midnight on ***[insert date]*** (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Client]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

**5. How to make a complaint**

**DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).**

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Client]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number]* **delete if not used**

[At this point in the procurement process] [ Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “How to make a Procurement-related Complaint” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## **6. Standstill Period**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

## Section 9. Notification of Intention to Award and Beneficial Ownership Forms

---

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of *[insert the name of the Client]*:

**Signature:** \_\_\_\_\_

**Name:** Engr. Naveed Iqbal

**Title/position:** Project Director

PIU, KPRIISP (C&W Component)

C&WD, GoKP, Peshawar Pakistan

**Telephone:** +92 91 9224272

**Email:** pdkpriisp@gmail.com



## Beneficial Ownership Disclosure Form

**INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Consultant<sup>1</sup>. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

**Request for Proposal reference No.:** *[insert identification no]*

Name of the Assignment: *[insert name of the assignment]*

To: ***[insert complete name of Client]***

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

**Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares  (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights  (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant  (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

**Section 9. Notification of Intention to Award and Beneficial Ownership Forms**

---

**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]

**Name of the Consultant:** *\*[insert complete name of the Consultant]* \_\_\_\_\_

**Name of the person duly authorized to sign the Proposal on behalf of the Consultant:**

*\*\*[insert complete name of person duly authorized to sign the Proposal]* \_\_\_\_\_

**Title of the person signing the Proposal:** *[insert complete title of the person signing the Proposal]* \_\_\_\_\_

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]* \_\_\_\_\_

**Date signed** *[insert date of signing]* day of *[insert month]*, *[insert year]* \_\_\_\_\_

\* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.