

# **STANDARD PROCUREMENT DOCUMENT**

## **Government of Khyber Pakhtunkhwa Health Department Khyber Pakhtunkhwa Human Capital Investment Project**

### **Request for Proposals**

**Hiring of Firm for Architectural and Engineering  
Consulting Services for the Renovation and Construction of  
189 Health facilities in Four Districts of KP**

# **Standard Procurement Document**

## **SUMMARY**

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

#### **Section 1: Request for Proposals (RFP) Letter**

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

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

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

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

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

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

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

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

This Section contains information regarding eligible countries.

#### **Section 6: Fraud and Corruption**

This section includes the fraud and corruption provisions which apply to this selection process.

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

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. Section shall not be used to over-write provisions in Section 2.

**PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS****Section 8: Standard Forms of Contract**

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates “Fraud and Corruption” (Section 6 of Part I) in a form of Attachment 1.

**PART III – NOTIFICATION OF INTENTION TO AWARD AND BENEFICIAL OWNERSHIP FORMS****Section 9: Notification of Intention to Award and Beneficial Ownership Forms**

This Section includes two forms. The first form is used to notify Consultants of the Client’s intention to award the contract to the successful Consultant. The second form is used to obtain additional beneficial ownership information from successful Consultant.



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## SELECTION OF CONSULTANTS

# Request for Proposals

## Consulting Services

**Hiring of Firm for Architectural and Engineering  
Consulting Services for the Renovation and Construction  
of 189 Health facilities in Four Districts of KP**

**RFP No:** PK-HPMU-320621-CS-QCBS

**Consulting Services for:** Hiring of Firm for Architectural and Engineering  
Consulting Services for the Renovation and  
Construction of 189 Health facilities in Four Districts  
of KP

**Client:** Khyber Pakhtunkhwa Human Capital Investment Project

**Country:** Pakistan

**Issued on:** 20<sup>th</sup> Feb 2024



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## **PART I**

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



## Request for Proposal Letter

### Consulting Services

**Name of Assignment:** Hiring of Firm for Architectural and Engineering Consulting Services for the Renovation and Construction of 189 Health facilities in Four Districts of KP

**Client:** Khyber Pakhtunkhwa Human Capital Investment Project

**RFP No:** PK-HPMU-320621-CS-QCBS

**Credit No.:** 6421PK

**Country:** Pakistan

**Issued on:** 20<sup>th</sup> Feb 2024

Dear Mr. /Ms.:

1. The Government of Pakistan & Khyber Pakhtunkhwa Government (hereinafter called “Borrower”) has received financing from International Development Association (IDA) (the “Bank”) in the form of loan &/or grant toward the cost of *KP-HCIP*. The KP-HCIP (Health) *an* implementing agency of the Client, intends to apply a portion of the proceeds of this to eligible payments under the contract for which this Request for Proposals is issued. The KP-HCIP intends to apply the funds 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 KP-HCIP and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Financing agreement. The *financing* agreement prohibits a withdrawal from the Loan&/or 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 a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the KP-HCIP shall derive any rights from the financing agreement or have any claims to the proceeds of the loan &/or grant
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Hiring of Firm for Architectural and Engineering Consulting Services for the Renovation and Construction of 189 Health facilities in Four

Districts of KP. 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:

1. M/S Associates in Development (AID) Pvt Ltd
2. M/S Consulting Associates (Lead firm) Joint Venture with M/s Pakistan Environmental Planning & Architectural Consultant (JV Partner)
3. M/S G3 Engineering Consultant Pvt Ltd
4. M/S MAK Engineering Services
5. M/S Metro Plan JV Asian Consultant Engineering JV MAC Engineering
6. M/S National Engineering Services Pakistan (NESPAK) Pvt Ltd, Pakistan.
7. M/S Tumas Turkish Engineering Consultant & contractor Company JV Creative Engineering Consultant Pvt. Ltd (Pak)
8. M/S Wings Consultant

9. It is not permissible to transfer this RFP to any other firm.
10. A firm will be selected under *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" July 2016 [revised November 2017 and August 2018] ("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 (Lump-Sum)

11. Please inform us in writing at House No. 240 defense colony shami road *Peshawar*, or by E-mail [proc.hci.health@gmail.com](mailto:proc.hci.health@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).

12. “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.”]
13. Details on the proposal’s submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Project Director  
Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP), Health Department,  
House No. 240, defence colony shami road.  
Phone: 091-9211605  
proc.hci.health@gmail.com

## Section 2. Instructions to Consultants and Data Sheet

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*[Notes to the Client: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].*

## 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).

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

- (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
- (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 interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

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

**a. Conflicting Activities**

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

**b. Conflicting Assignments**

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

**c. Conflicting Relationships**

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

**4. Unfair  
Competitive  
Advantage**

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

**5. 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.

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

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

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall 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.
- 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 <b>Data Sheet</b> . |
| 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 <b>Data Sheet</b> .   |
| 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 <b>Data Sheet</b> . Information on taxes in the Client's country is provided in the <b>Data Sheet</b> .                 |
| c. Currency of Proposal | 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , 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 Financial Proposals are opened.
- 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, the Client shall notify in writing 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.
- 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 not be earlier 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.

- |  |   |
|--|---|
| <p><b>a. Time-Based Contracts</b></p>                    | <p>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.</p> |
| <p><b>b. Lump-Sum Contracts</b></p>                      | <p>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.</p>   |
| <p><b>25. Taxes</b></p>                                  | <p>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 <b>Data Sheet</b>.</p>   |
| <p><b>26. Conversion to Single Currency</b></p>          | <p>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 <b>Data Sheet</b>.</p>  |
| <p><b>27. Combined Quality and Cost Evaluation</b></p>   |   |
| <p><b>a. Quality and Cost-Based Selection (QCBS)</b></p> | <p>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 <b>Data Sheet</b>. The Consultant with the Most Advantageous Proposal,</p>  |

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. The Client will then 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. 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.

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

*[“Notes to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]*

*[Where an e-procurement system is used, modify the relevant parts of the DS to reflect the e-procurement process.]*

ITC Reference	A. General
1 (b)	Pakistan
2.1	<p><b>Name of the Client:</b> KPHCIP on behalf of Health Department, Government of KPK</p> <p><b>Method of selection:</b> QCBS as per the Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p>
2.2	<p><b>Financial Proposal to submitted together with Technical Proposal:</b> Yes, but in a separate envelop through single stage two envelope methodology</p> <p><b>The name of the assignment is:</b> Hiring of Firm for Architectural and Engineering Consulting Services for the Renovation and Construction of 189 Health facilities in Four Districts of KP</p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference: __11<sup>th</sup> March 24_____</p> <p>Time: 11:00 to 1:00</p> <p><b>Address:</b> Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP), Health Department, House No 240 Defence Colony Shami Road, Peshawar</p>

	<b>Telephone:</b> 091-9211605 Facsimile: Nil <b>E-mail:</b> <a href="mailto:proc.hci.health@gmail.com">proc.hci.health@gmail.com</a> <b>Contact person/conference coordinator:</b> <i>Procurement Specialist KP-HCIP</i>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>The Terms of Reference (TORs) are mentioned at section 7 of this RFP.</p>
<b>6.3.1</b>	<p><b>A list of debarred firms and individuals is available at the Bank's external website:</b> <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></p>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p><b>This RFP has been issued in the English language.</b></p> <p><b>Proposals shall be submitted in English language.</b></p> <p><b>All correspondence exchange shall be in English language.</b></p>
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ul 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> </ul> <p style="text-align: center;"><b>OR</b></p> <p style="text-align: center;"><b>AND</b></p>

	<p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b></p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
<b>10.2</b>	<p><b>Statement of Undertaking is required</b></p> <p>Yes _____,</p>
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p>No</p>
<b>12.1</b>	<p><b>Proposals shall be valid until 25<sup>th</sup> July 2024</b></p>
<b>13.1</b>	<p><b>Clarifications may be requested no later than <i>Fourteen</i> days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:</p> <p>Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP), Health Department, House No 240 Defence Colony Shami Road Peshawar.</p> <p><b>E-mail:</b> <a href="mailto:proc.hci.health@gmail.com">proc.hci.health@gmail.com</a></p>
<b>14.1.1</b>	<p><b>Shortlisted Consultants may associate with</b></p> <p>(a) non-shortlisted consultant(s): No</p> <p><b>Or</b></p> <p>(b) other shortlisted Consultants: No</p>
<b>14.1.2</b> (do not use for Fixed	<p><b>Estimated input of Key Experts' time-input: 720 person-months.</b></p>

Budget method)	<b>Design Phase (I)</b>			
	<b>S.no</b>	<b>Position</b>	<b>No of</b>	<b>Input</b>
			<b>Personnel</b>	<b>(Staff Months)</b>
		<b>Staff Months</b>		
		<b>Key Staff (I-A)</b>		
	1.	Project Manager/Team Lead	1	6
	2.	Planning Engineer / Project Coordinator	1	6
	3.	Hydrology Expert	1	6
	4.	Junior Hydro Expert	4	6
	5.	Environmental Specialist	1	6
	6.	Junior Environmentalist	4	6
	7.	Social Safeguard Specialist	1	6
	8.	Geotechnical Engineer	1	6
	9.	Junior Geotechnical Engineer	4	6
	10.	Principal Architect	1	6
	11.	Junior Architect	4	6
	12.	Principal Structure Engineer	1	6
	13.	Junior Structure Engineer	4	6
	14.	Principal Electrical Engineer	1	6
	15.	Junior Electrical Engineer	4	6
	16.	Principal Mechanical Engineer	1	6
	17.	Junior Mechanical Engineer	4	6
	18.	Health Planner	1	6
	19.	Assistant Health Planner	4	6
	20.	Contract Engineer	1	6
		<b>Total (I-A)</b>		<b>120</b>
		<b>Non Key Staff (I-B)</b>		
	21.	Quantity Surveyor	8	6
	22.	Cad Operator	8	6
	23.	Surveyor	4	2
	24.	Surveyor Helper	8	2
		<b>Total (I-B)</b>		<b>16</b>
		<b>Grand Total (Total I-A + Total I-B)</b>		<b>136</b>
		<b>Staff Months</b>		<b>384</b>
	<b>Supervision Phase (II)</b>			
		<b>Key Staff (II-A)</b>		
	1.	Resident Engineer	2	12



	2.	Assistant Resident Engineer	4	12	48
	3.	Material Engineer	4	12	48
	4.	Environmental Specialist	1	12	12
	5.	Social Safeguard Specialist	1	12	12
		<b>Total (II-A)</b>		<b>60</b>	<b>144</b>
		<b>Non Key Staff (II-B)</b>			
	6.	Inspector (Civil)	8	12	96
	7.	Inspector (E&M)	4	12	48
	8.	Quantity Surveyor	4	12	48
		<b>Total (II-B)</b>		<b>36</b>	<b>192</b>
		<b>Grand Total (Total II-A + Total II-B)</b>		<b>96</b>	<b>336</b>
		<b>Grand Total Design and Supervision</b>		<b>232</b>	<b>720</b>
<b>14.1.3</b> for time-based contracts only	<p><i>[If not used, state “Not applicable”. If used, insert the following:</i></p> <p><b>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of 720 person-months.h</b></p> <p><b>TFor the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</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>				
<b>15.2</b>	<p>The format of the Technical Proposal to be submitted is: FTP.</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>				
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates: No</b>				
<b>16.3</b>	<p><b>“Information on the Consultant’s tax obligations in the Client’s country “</b></p> <p>All taxes apply</p>				

<b>16.4</b>	<b>The Financial Proposal should state local costs in the Client's country currency (local currency):</b> Yes (Pakistan Currency only)
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<b>The Consultants “shall not” have the option of submitting their Proposals electronically.</b>
<b>17.4</b>	<b>The Consultant must submit:</b> (a) <b>Technical Proposal:</b> one (1) original , one (2) hard copy, and one (1) soft copy; (b) <b>Financial Proposal:</b> one (1) original.
<b>17.7 and 17.9</b>	<b>The Proposals must be submitted no later than:</b> <b>The Proposals must be submitted no later than:</b> <b>Date:</b> 22 <sup>nd</sup> March 24 <b>Time: 4:00 (PM) bid submission time &amp; 04:30 bid opening time</b> <b>The Proposal submission address is:</b> Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP), Health Department, House No 240 defence colony shami road Peshawar.
<b>19.1</b>	<b>An online option of the opening of the Technical Proposals is offered:</b> No <b>The opening shall take place at:</b> Khyber Pakhtunkhwa Human Capital Investment Project (KP-HCIP), Health Department, House No 240 Defence Colony Shami Road Peshawar.
<b>19.2</b>	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals</b> N/A

**21.1**  
(for FTP)

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

Points

(i) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):**

**Total points for criterion (i): 25**

1	Describe what is your understanding of the ToRs? (Max.400 words)	Max 1 point
2	Describe the overarching methodology your firm proposes to adopt for this project. Highlight key stages, processes, and decision points. (Max.400 words)	Max 1 point
3	Outline your plan for monitoring and analyzing your organization's performance, specifying innovative approaches, including the utilization of IT tools. Detail how these tools will be applied for performance evaluation during both the design and construction supervision stages. (Max.400 words)	Max 1 point
4	Share examples of past projects where your firm has conducted detailed structural and condition surveys of existing buildings. Elaborate on the criteria and methodology employed to provide recommendations for renovation, demolition, or new construction. Provide insights into the decision-making process, including the key factors considered and the successful outcomes achieved in alignment with project objectives. (Max.500 words)	Max 2 points
5	Provide examples of projects where your firm has successfully integrated sustainable design principles, energy-efficient measures, and climate-resilient features into the designs for health facilities. If such projects are not within your firm's portfolio, outline your detailed plan and strategies to incorporate these elements specifically for this project. Demonstrate a comprehensive approach that reflects your commitment to environmentally responsible and climate-resilient practices in the design and construction of health facilities. (Max.400 words)	Max 1 point
6	How do you approach project supervision and monitoring to ensure that the project stays on schedule and within budget? Additionally, explain the innovative IT tools and methods you will employ to track and assess the progress of contractors throughout the construction supervision phase. (Max.400 words)	Max 1.5 points

	7	In light of the extensive scope involving 189 healthcare facilities, what approach do you propose for initiating the project? Specifically, would you suggest conducting a rapid assessment initially to categorize these facilities based on the required scope of work at each facility, or do you think the preliminary assessment for all facilities at once or in phases will be submitted to the client without this rapid assessment is a more viable strategy? If you propose the rapid assessment to be submitted first, followed by grouping and then compiling the preliminary assessment, how many teams do you anticipate deploying in the field for the rapid assessment? In outlining your methodology, kindly elaborate on your insights into both approaches and provide an assessment of which, as per your past experience, would be more time-effective while ensuring the successful, on-schedule, and within-budget completion of the entire project. (Max.500 words)	Max 2 points
	8	Drawing from your past experiences in providing architectural and engineering services, conducting social and environmental assessments, and project supervision and monitoring for health facilities or similar building assignments, share insights into the lessons learned. Highlight any mistakes made and detail how your firm addressed or mitigated these challenges. Additionally, provide recommendations for the client on avoiding similar pitfalls or challenges in this project, showcasing your commitment to continuous improvement and proactive project management. (Max.500 words)	Max 2 points
	9	Detail your firm's approach to environmental and social safeguard screening in adherence to World Bank regulations. Provide a comprehensive plan outlining the steps and protocols you will follow at each stage, ensuring compliance with relevant environmental and safety regulations and standards for contractors. Support your response with clear and concise flowcharts illustrating the implementation of these protocols, highlighting key checkpoints to guarantee environmental and social safeguards are integrated seamlessly into the project's lifecycle. (Max.500 words)	Max 1 point
	10	Elaborate on your methodology for identifying potential risks associated with the project. How does your firm plan to assess and mitigate these risks to ensure successful project delivery? Please note that the risks should be align with the TORs and this project specifically. (Max.300 words)	Max 1.5 points
	11	Detail your strategy for maintaining and ensuring the quality of construction work throughout the project	Max 1 point

		lifecycle. How will your firm implement quality control measures? (Max.300 words)	
12		Outline the strategies and policies your firm will implement to address Gender Equity and Sexual Harassment (SH/SEA) throughout project lifecycle. Provide a comprehensive plan that includes proactive measures to promote gender equity within the project team and prevent and address instances of sexual harassment. Clarify the mechanisms in place for reporting and addressing such concerns, ensuring a safe and inclusive working environment for all project stakeholders. (Max.300 words)	Max 1 point
13		Suggest any improvements in TORs that you think should be done for this project, which will help execute this project on schedule successfully.	Max 1 point
14		Develop a comprehensive and well-defined work plan outlining your 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. It should also outline your strategy for the successful completion of the design phase for the initial 25 health facilities that should be fast-tracked and for the remaining 164 health facilities by July 15, 2024, and the design phase for 04 warehouses within two months of the contract award. Clearly define the number of teams to be deployed for design and construction supervision, detailing the deployment strategy across the four project districts at each project stage. Elaborate on how supervision teams will be strategically placed to guarantee the contractor completes all hospitals before June 2025. Explicitly state your strategy whether the project should be executed as a whole or in phases, and if the latter, provide a detailed breakdown with key expert involvement at each step of the design and construction supervision phases. The work plan must strictly adhere to the deadlines mentioned above for both the design and construction supervision phases of 189 health facilities and the design phase of 04 warehouses, and no marks will be awarded if the work plan does not adhere to these timelines. Avoid generalizations; instead, make the work	Max 8 points

	<p>plan assignment-specific by clearly outlining the sequence of project districts, specifying which districts will be prioritized, and whether activities will be conducted simultaneously across all districts. Clearly define the number of hospitals to be managed by particular key staff members and non-key staff members during both design and supervision phases. This approach ensures that each team member's expertise aligns with their assigned responsibilities, contributing substantially to the project's overall success. The work plan should be meticulously constructed using Primavera P6, Microsoft Planner, or another project management tool for enhanced coordination and efficiency.</p> <p>The work plan will undergo assessment based on the specified criteria below. However, it is important to note that even if the consultant has clearly defined all these points, failure to develop a work plan adhering to the timelines mentioned above will result in a zero-mark evaluation.</p> <p><b>Comprehensive Task Breakdown (1 point):</b></p> <ul style="list-style-type: none"> <li>• 0 points: Incomplete or unclear task breakdown with missing details.</li> <li>• 0.5 points: Basic task breakdown but lacks clarity or detail.</li> <li>• 1 point: Comprehensive task breakdown with clear details on content, duration, and interrelations.</li> </ul> <p><b>Alignment with Technical Approach and Methodology (1 point):</b></p> <ul style="list-style-type: none"> <li>• 0 points: Lack of alignment with proposed technical approach and methodology.</li> <li>• 0.5 points: Partial alignment but with gaps or inconsistencies.</li> <li>• 1 point: Strong alignment with a clear connection between the work plan and TOR objectives.</li> </ul> <p><b>Milestone Definition and Approval Process (1 point):</b></p> <ul style="list-style-type: none"> <li>• 0 points: Milestones are missing or poorly defined.</li> <li>• 0.5 points: Milestones are present but lack detail or are not strategically placed.</li> </ul>	
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	<ul style="list-style-type: none"> <li>• 1 point: Well-defined milestones with a strategic placement and clear approval process.</li> </ul> <p><b>Strategic Deployment of Teams (1 point):</b></p> <ul style="list-style-type: none"> <li>• 0 points: Lack of clarity or rationale in team deployment strategy.</li> <li>• 0.5 points: Some clarity, but strategy lacks alignment with project goals.</li> <li>• 1 point: Clear, strategic deployment aligning with project goals.</li> </ul> <p><b>Phasing Strategy (1 point):</b></p> <ul style="list-style-type: none"> <li>• 0 points: No strategy or unclear phasing approach.</li> <li>• 0.5 points: Partial phasing strategy with gaps or inconsistencies.</li> <li>• 1 point: Clear and detailed phasing strategy aligning with project objectives.</li> </ul> <p><b>Staff Expertise Alignment (1 point):</b></p> <ul style="list-style-type: none"> <li>• 0 points: Poor alignment of team members' expertise with responsibilities.</li> <li>• 0.5 points: Partial alignment but with significant gaps or misalignments.</li> <li>• 1 point: Strong alignment ensuring each team member contributes strategically.</li> </ul> <p><b>Assignment Specificity (1 point):</b></p> <ul style="list-style-type: none"> <li>• 0 points: Generalized work plan lacking assignment specificity.</li> <li>• 0.5 points: Some attempt to be assignment-specific, but details are insufficient.</li> <li>• 1 point: Work plan is assignment-specific, clearly outlining the sequence of project districts.</li> </ul> <p><b>Risk Mitigation and Contingency Planning (1 point):</b></p> <ul style="list-style-type: none"> <li>• 0 points: Lack of identification or insufficient addressing of potential risks related to the project.</li> <li>• 0.5 points: Some recognition of risks, but the plan for mitigation and contingency is vague or incomplete.</li> <li>• 1 point: Comprehensive identification of potential risks and a well-defined plan for effective mitigation and contingency,</li> </ul>	
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	demonstrating a proactive approach to project challenges.		
<p>(ii) <b>Key Experts' qualifications and competence for the Assignment:</b>  <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p>			
<b>Designation</b>	<b>Qualification</b>	<b>Experience</b>	<b>Points</b>
Project Manager/Team Lead	BE Civil Engineering (16 years of education), with master's in civil engineering, Construction Management, Project Management or related field. Project Management Professional (PMP) Certified preferred. PEC certified professional engineer	B.E with minimum 16 Years of relevant experience with M.Sc. Engineering- with minimum 14 Years of relevant experience, and required to have familiarity with the construction practices, knowledge of project management, construction management and implementation of environmental & social safeguards Should have worked on one multi-year WB/ADB project.	5
Environmental Specialist	B.Sc. Environmental Engineering, M.Sc in Environmental Sciences, or equivalent qualification.	At least 12 years of relevant experience after acquiring the required qualification in managing environmental and health and safety risks and impacts of projects involving civil works. Strong knowledge of the World Bank EHS Guidelines & operational Policies on environmental and social safeguards	5
Social Safeguard Specialist	Bachelors(16years)/ Master's Degree in Social Sciences, Sociology, social work, anthropology, Development Studies, or a related field.	At least 12 years of relevant experience in social safeguard management, particularly within the context of World Bank-funded projects or similar	5



			international development initiatives.	
	Principal Architect	Bachelors(16years) with Master's Degree in Architecture, Urban Planning, or related field. Registered with PCATP.	The Principal Architect shall have at-least 12 years of relevant experience in designing buildings and warehouses including 05 years' relevant experience in design and construction of health facilities. Should have experience in sustainable design and climate smart construction.	5
	Principal Structure Engineer	Bachelor's Degree (16 years of education) in Civil Engineering with Master's in structure engineering. PEC certified professional engineer	Minimum 12 Years of relevant experience as structural engineer in building projects such as health facilities and/or other civil structures High Rise Building and warehouses etc. Should have experience of independently designing structures.	5
	Health Planner	Master's degree in Architectural, Civil Engineering, healthcare administration, healthcare management or relevant degree in health planning.	A minimum of 12 years of experience in healthcare planning, specifically in the design and development of hospital facilities. Proven track record of contributing to the planning of healthcare infrastructure projects, ideally in collaboration with international organizations or donor-funded initiatives.	5
	Hydrology Expert	Bachelor's Degree (16 years of education) in Civil Engineering or Hydrology with Master's in Hydrology or equivalent.  PEC certified professional engineer	Minimum 12 Years of relevant experience in the field of hydrology, hydraulic modelling, and flood assessment is essential.	5

	Geotechnical Engineer	Bachelor's Degree (16 years of education) in Civil Engineering with Master's in Geotechnical Engineer. PEC certified professional engineer	Minimum 12 Years of relevant experience in the field of Geotechnical engineering.	4
	Planning Engineer / Project Coordinator	BE Civil Engineering (16 years of education), with master's in Civil Engineering, Construction Management, Project Management or related field. Project Management Professional (PMP) Certified preferred	At least 10 years of relevant experience in project management, construction management including planning, scheduling, and coordinating construction projects.	2
	Principal Electrical Engineer	Bachelor's Degree (16 years of education) in Electrical/Electronic Engineering with Master's in Electrical Engineer. Registration with PEC as a Professional Electrical Engineer.	At least 12 years of relevant experience with a focus on designing electrical systems for buildings, with 04 years of experience in electrical engineering designing in health facilities and warehouses.	3
	Principal Mechanical Engineer	Bachelor's Degree (16 years of education) in Mechanical Engineering with Master's in Mechanical Engineer. Registration with PEC as a Professional Electrical Engineer.	At least 12 years of relevant experience in mechanical engineering, with 04 years of experience in mechanical engineering design in health facilities and warehouses.	3
	Contract Engineer	Bachelor (16 years of education)/master's degree with a major in Civil Engineering, procurement, Law or related field.	At least 12 years of relevant experience in Procurement and Contract Administration. Should have worked on at least two WB/ADB projects.	3
	Resident Engineer-I	Bachelor's Degree (16 years of education) in Civil Engineering or Master's in Civil Engineering.	At least 12 years' experience with bachelor degree or 7 years' experience with masters in building construction	3

		PEC certified professional engineer.	related projects supervision.	
	Resident Engineer-II	Bachelor's Degree (16 years of education) in Civil Engineering or Master's in Civil Engineering.  PEC certified professional engineer.	At least 12 years' experience with bachelor degree or 7 years' experience with masters in building construction related projects supervision.	3
	Material Engineer	Bachelor's Degree in (Civil Engineering) or BSc (Geology) (16 years of education) and preferably Master's degree in relevant field. PEC certified professional engineer.	At least 12 years' experience with bachelor degree or 10 years' experience with masters degree as Material Engineer on Construction supervision projects.	2
	Quantity Surveyor	Diploma of Associate Engineering (Civil) from recognized technical board.	A minimum of ten (10) years of experience in rate analysis, civil works specifications, and the development of bill of quantities is required. Within this period, candidates should have at least four (4) years of experience specifically working on World Bank projects.	1
	Building Surveyor	Diploma of Associate Engineering (Civil) from recognized technical board.	At least 07 years' experience as a surveyor on building construction projects.	1
<b>Non Key Staff</b>				
	<b>Designation</b>	<b>Qualification</b>	<b>Experience</b>	<b>Points</b>
	Junior Environmentalist	B.Sc. Environmental Engineering, M.Sc.in Environmental Sciences, or equivalent qualification.	At least 07 years of relevant experience after acquiring the required qualification in managing environmental and health	Nil

			and safety risks and impacts of projects involving civil works. Strong knowledge of the World Bank EHS Guidelines & operational Policies on environmental and social safeguards	
	Junior Architect	Bachelors (16years) or Master's Degree in Architecture, Urban Planning, or related field. Registered with PCATP.	The Junior Architect shall have at-least 07 years of relevant experience in designing buildings and warehouses and warehouses including 3 years' relevant experience in design and construction of health facilities.	Nil
	Junior Structure Engineer	Bachelor's Degree (16 years of education) in Civil Engineering or Master's in structure engineering. PEC certified professional engineer	B.E with minimum 7 Years of relevant experience or Master's in structure engineering  with minimum 05 Years of relevant experience in building projects such as health facilities and/or other civil structures High Rise Building and warehouses etc.	Nil
	Assistant Health Planner	Master's degree in Architectural, Civil Engineering, healthcare administration, healthcare management or relevant degree in health planning.	A minimum of 07 years of experience in healthcare planning, specifically in the design and development of hospital facilities. Proven track record of contributing to the planning of healthcare infrastructure projects, ideally in collaboration with international organizations or donor-funded initiatives.	Nil

	Junior Hydrology Expert	Bachelor's Degree (16 years of education) in Civil Engineering or Hydrology or Master's in Hydrology/Hydraulics. PEC certified professional engineer	B.E with minimum 07 Years of relevant experience or Master's in Hydrology/Hydraulics with minimum 05 Years of relevant experience in the field of hydrology.	Nil
	Junior Geotechnical Engineer	Bachelor's Degree (16 years of education) in Civil Engineering or Master's in Geotechnical Engineer. PEC certified professional engineer	B.E with minimum 7 Years of relevant experience or Master's in Geotechnical Engineer with minimum 05 Years of relevant experience in the field of Geotechnical engineering.	Nil
	Junior Electrical Engineer	Bachelor's Degree (16 years of education) in Electrical/Electronic Engineering or Master's in Electrical Engineer. Registration with PEC as a Professional Electrical Engineer.	At least 7 years of relevant experience with a focus on designing electrical systems for buildings, with 02 years of experience in electrical engineering designing in health facilities and warehouses.	Nil
	Junior Mechanical Engineer	Bachelor's Degree (16 years of education) in Mechanical Engineering. Registration with PEC as a Professional Electrical Engineer.	At least 07 years of relevant experience in mechanical engineering, with 02 years of experience in mechanical engineering design in health facilities and warehouses.	Nil
	Assistant Resident Engineer	Bachelor's Degree (16 years of education) in Civil Engineering or Master's in Civil Engineering. PEC Registered Engineer	At least 07 years' experience with bachelor or 05 years' experience with masters in building construction related projects supervision.	Nil

	Cad Operator	Diploma of Associate Engineering (Civil) from recognized technical board with one-year Auto-CAD diploma or Diploma of Associate Engineering (Architecture).	At least ten (10) years of drafting engineering drawings /designs on Auto-CAD software experience.	Nil
	Surveyor Helper	Diploma of Associate Engineering (Civil) from recognized technical board.	At least 02 years' experience as surveyor helper in construction.	Nil
	Inspector (Civil)	Diploma of Associate Engineering (Civil) from recognized technical board or Bachelor's Degree (16 years of education) in Civil Engineering.	At least 10 years' experience with diploma or 6 years' experience with bachelor as inspector/site supervisor/site engineer in building construction related projects supervision.	Nil
	Inspector (E&M)	Diploma of Associate Engineering (Electrical/Mechanical) from recognized technical board or Bachelor's Degree (16 years of education) in Electrical/Mechanical Engineering	At least 10 years' experience with diploma or 6 years' experience with bachelor as an inspector E&M / site supervisor E&M / site engineer E&M in building construction related projects supervision.	Nil
<p><b>Total points for criterion (ii): 60</b></p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ol style="list-style-type: none"> <li>1) General qualifications (general education, training, and experience): 20%</li> <li>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) : 70%</li> </ol>				

	<p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iii) <b>Transfer of knowledge (training) program</b> (relevance of approach and methodology):</p> <p><i>Consultants will provide a comprehensive training program outlining their approach to training the client's staff in the following key areas as per the TORs:</i></p> <p>Training courses/Professional certification from international bodies such as PMP, CIPS offered to PMU Health staff.</p> <ul style="list-style-type: none"> <li>a) Project Management (PMP) (1 point)</li> <li>b) Environmental and Site Safety Management (1 point)</li> <li>c) Health Planning/Healthcare Quality (1 point)</li> <li>d) Procurement and Financial Management (1 point)</li> <li>e) Any other area that the consultant deems relevant to the TORs (1 point)</li> </ul> <p>Explain at what stage the staff will receive training. Elaborate on the duration of each training session, the number of staff to be trained, the inclusion of practical hands-on components,, and any interactive elements designed to optimize learning outcomes. Emphasize how the training program is tailored to enhance the specific competencies required for the successful execution of the project. Additionally, detail how the program aims to foster a collaborative and informed working environment among the client's staff, ensuring that they are well-prepared to meet the challenges of the project effectively.</p> <p><b>Total points for criterion (iii): 05</b></p> <p>(iv) <b>Participation by nationals among proposed Key Experts</b></p> <ul style="list-style-type: none"> <li>a) A total of 460/576 person-months of key experts should have completed assignments in Pakistan. 10</li> <li>b) A total of 403/576 person-months of key experts should have completed assignments in Pakistan. 08</li> <li>c) A total of 345/576 person-months of key experts should have completed assignments in Pakistan. 06</li> <li>d) A total of 288/576 person-months of key experts should have completed assignments in Pakistan. 04</li> <li>e) A total of 230/576 person-months of key experts should have completed assignments in Pakistan. 02</li> </ul> <p style="text-align: right;"><b>Total points for criterion (iv): 10</b></p>
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	<p><b>Total points for the five criteria: 100</b></p> <p><b>The minimum technical score (St) required to pass is: 60</b></p> <p>This will be QCBS method with 75 (technical Proposal score) and 25 (Financial Proposal score)</p>
	<p><b>Public Opening of Financial Proposals</b></p>
<b>23.4</b>	<p><b>An online option of the opening of the Financial Proposals is offered: No</b></p>
<b>23.5</b>	<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 Procurement Specialist KP-HCIP Health 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>
<b>25.1</b>	<p>For the purpose of the evaluation, the Client will exclude:</p> <p>(a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and</p> <p>(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>
<b>26.1</b>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: Pakistani Rupee (PKR)</b></p> <p><b>The official source of the selling (exchange) rate is: Govt of Pakistan</b></p> <p><b>The date of the exchange rate is: Date of bid opening</b></p>
<b>27.1</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p>



<b>(QCBS only)</b>	<p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” 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</b> = 75 %, and</p> <p><b>P</b> = 25</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<p><b>D. Negotiations and Award</b></p>
<b>28.1</b>	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> 28<sup>th</sup> April 2024</p> <p><b>Address:</b> House No 240, Defense colony shami road Peshawar</p>
<b>34.2</b>	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> 10<sup>th</sup> May 2024</p>
<b>35.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers (Annex III)</u>.” 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><b>For the attention:</b> <i>Dr. Ikram Ullah Khan</i></p> <p><b>Title/position:</b> <i>Project Director</i></p> <p><b>Client:</b> <i>Khyber Pakhtunkhwa Human Capital Investment Project (KPHCIP), Health.</i></p> <p><b>Email address:</b> <i>proc.hci.health@gmail.com</i></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> </ol>

	<ol style="list-style-type: none"><li><b>2.</b> the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and</li><li><b>3.</b> the Client's decision to award the contract.</li></ol>
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## 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 ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ 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.	
✓ 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	
✓	✓	TECH-2	Consultant's Organization and Experience.	
✓	✓	TECH-2A	A. Consultant's Organization	
✓	✓	TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct (ES)	
✓	✓	TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

**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.

(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) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: 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,

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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, in which case the power of attorney to sign on behalf of all members shall be attached}

## **FORM TECH-2 (FOR FULL AND SIMPLIFIED TECHNICAL PROPOSALS)**

### **CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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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. The successful Consultant shall also provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

#### **B - Consultant’s Experience**

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1. List only previous similar assignments successfully completed in the last [....] 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.

<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**

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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**

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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 respond to the following questions, showcasing your understanding of the assignment and outlining your strategy for executing it.}

1. Describe what is your understanding of the ToRs? (Max.400 words)
2. Describe the overarching methodology your firm proposes to adopt for the hospital construction project. Highlight key stages, processes, and decision points. (Max.400 words)
3. Outline your plan for monitoring and analyzing your organization's performance, specifying innovative approaches, including the utilization of IT tools. Detail how these tools will be applied for performance evaluation during both the design and construction supervision stages. (Max.400 words)
4. Share examples of past projects where your firm has conducted detailed structural and condition surveys of existing buildings. Elaborate on the criteria and methodology employed to provide recommendations for renovation, demolition, or new construction. Provide insights into the decision-making process, including the key factors considered and the successful outcomes achieved in alignment with project objectives. (Max.500 words)
5. Provide examples of projects where your firm has successfully integrated sustainable design principles, energy-efficient measures, and climate-resilient features into the designs for health facilities. If such projects are not within your firm's portfolio, outline your detailed plan and strategies to incorporate these elements specifically for this project. Demonstrate a comprehensive approach that reflects your commitment to environmentally responsible and climate-resilient practices in the design and construction of health facilities. (Max.400 words)
6. How do you approach project supervision and monitoring to ensure that the project stays on schedule and within budget? Additionally, explain the innovative IT tools

- and methods you will employ to track and assess the progress of contractors throughout the construction supervision phase. (Max.400 words)
7. Drawing from your past experiences in providing architectural and engineering services, conducting social and environmental assessments, and project supervision and monitoring for health facilities or similar building assignments, share insights into the lessons learned. Highlight any mistakes made and detail how your firm addressed or mitigated these challenges. Additionally, provide recommendations for the client on avoiding similar pitfalls or challenges in this project, showcasing your commitment to continuous improvement and proactive project management. (Max.400 words)
  8. Detail your firm's approach to environmental and social safeguard screening in adherence to World Bank regulations. Provide a comprehensive plan outlining the steps and protocols you will follow at each stage, ensuring compliance with relevant environmental and social safety regulations and standards for contractors. Support your response with clear and concise flowcharts illustrating the implementation of these protocols, highlighting key checkpoints to guarantee environmental and social safeguards are integrated seamlessly into the project's lifecycle. (Max.700 words)
  9. Elaborate on your methodology for identifying potential risks associated with the project. How does your firm plan to assess and mitigate these risks to ensure successful project delivery? (Max.300 words)
  10. Detail your strategy for maintaining and ensuring the quality of construction work throughout the project lifecycle. How will your firm implement quality control measures? (Max.300 words)
  11. Outline the strategies and policies your firm will implement to ensure Gender Equity and prevent/ address Sexual exploitation and abuse, and Sexual Harassment (SEA/ SH) throughout project lifecycle. Provide a comprehensive plan that includes proactive measures to promote gender equity within the project team and prevent/address instances of sexual exploitation and abuse, and sexual harassment. Clarify the mechanisms in place for reporting and addressing such concerns, ensuring a safe and inclusive working environment for all project stakeholders. (Max.300 words)
- b) **Work Plan.** {Develop a comprehensive and well-defined work plan outlining your 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 workplan should highlight the methodology that will be required to fast-track the completion of the first 25 health facilities. 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. It should also outline your strategy for the successful completion of the design phase for the first 25 facilities that will be fast-tracked, and the remaining 164 health facilities by July 15, 2024, and the design phase for 04 warehouses within two months of the contract award. Clearly define the number of teams to be deployed for design and construction supervision, detailing the deployment strategy across the four project districts at each project stage. Elaborate on how supervision teams will be strategically placed to guarantee the contractor completes all hospitals before June 2025. Explicitly state your strategy whether the project should be executed as a whole or in phases, and if the latter, provide a detailed breakdown with key expert involvement at each step of the design and construction supervision phases. The work plan must strictly adhere to the deadlines mentioned above for both the design and construction supervision phases of 189 health facilities and the design phase of 04 warehouses, and no marks will be awarded if the work plan does not adhere to these timelines. Avoid generalizations; instead, make the work plan assignment-specific by clearly outlining the sequence of project districts, specifying which districts will be prioritized, and whether activities will be conducted simultaneously across all districts. Clearly define the number of hospitals to be managed by particular key staff members and non-key staff members during both design and supervision phases. This approach ensures that each team member's expertise aligns with their assigned responsibilities, contributing substantially to the project's overall success. The work plan should be meticulously constructed using Primavera P6, Microsoft Planner, or another project management tool for enhanced coordination and efficiency}

The work plan will undergo assessment based on the specified criteria below. However, it is important to note that even if the consultant has clearly defined all these points, failure to develop a work plan adhering to the timelines mentioned above will result in a zero-mark evaluation.

**Comprehensive Task Breakdown (1 point):**

- 0 points: Incomplete or unclear task breakdown with missing details.
- 0.5 points: Basic task breakdown but lacks clarity or detail.
- 1 point: Comprehensive task breakdown with clear details on content, duration, and interrelations.

**Alignment with Technical Approach and Methodology (1 point):**

- 0 points: Lack of alignment with proposed technical approach and methodology.
- 0.5 points: Partial alignment but with gaps or inconsistencies.
- 1 point: Strong alignment with a clear connection between the work plan and TOR objectives.

**Milestone Definition and Approval Process (1 point):**

- 0 points: Milestones are missing or poorly defined.

- 0.5 points: Milestones are present but lack detail or are not strategically placed.
- 1 point: Well-defined milestones with a strategic placement and clear approval process.

**Strategic Deployment of Teams (1 point):**

- 0 points: Lack of clarity or rationale in team deployment strategy.
- 0.5 points: Some clarity, but strategy lacks alignment with project goals.
- 1 point: Clear, strategic deployment aligning with project goals.

**Phasing Strategy (1 point):**

- 0 points: No strategy or unclear phasing approach.
- 0.5 points: Partial phasing strategy with gaps or inconsistencies.
- 2 points: Clear and detailed phasing strategy aligning with project objectives.

**Staff Expertise Alignment (1 point):**

- 0 points: Poor alignment of team members' expertise with responsibilities.
- 0.5 points: Partial alignment but with significant gaps or misalignments.
- 1 point: Strong alignment ensuring each team member contributes strategically.

**Assignment Specificity (1 point):**

- 0 points: Generalized work plan lacking assignment specificity.
- 0.5 points: Some attempt to be assignment-specific, but details are insufficient.
- 1 point: Work plan is assignment-specific, clearly outlining the sequence of project districts.

**Risk Mitigation and Contingency Planning (1 point):**

- 0 points: Lack of identification or insufficient addressing of potential risks related to the project.
- 0.5 points: Some recognition of risks, but the plan for mitigation and contingency is vague or incomplete.
- 1 point: Comprehensive identification of potential risks and a well-defined plan for effective mitigation and contingency, demonstrating a proactive approach to project challenges.

- 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-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)****DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR  
PERFORMING THE ASSIGNMENT**

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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}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks, (including on the Environmental and Social (ES) aspects, and if required in the TOR, on managing cyber security risks related to the proposed consulting services contract and/or monitoring that cyber security risks are adequately managed by prospective contractor/s under the contract/s to be supervised/managed by the Consultant) to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) **Comments (on the TOR and on counterpart staff and facilities)**  
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

## FORM TECH-5 (FOR FTP AND STP)

### 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 AND STP)


### 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] [Field]	[2 month] [0.5 m]		[1.0] [2.5]		[1.0] [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.



- 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}

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**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.}

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

Membership in Professional Associations and Publications:

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

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**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 Client:*

*The following minimum requirements shall not be modified. The Client may include additional requirements to address identified issues, informed by relevant environmental and social assessment.*

*Delete this Box prior to issuance of the RFP.*

### **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>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><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.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>



## **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
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

{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,

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) Remuneration				
(2) Reimbursables				
<b><u>Total Cost of the Financial Proposal:</u></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><u>Total Estimate for Indirect Local Tax:</u></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:

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

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 <sup>1</sup>	Overhead <sub>1</sub>	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 <sup>1</sup>
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. Reimbursable Expenses								
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 allowances**}	{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 reports}							
	{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): \_\_\_\_\_ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): \_\_\_\_\_ [list country/countries *or* indicate “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.
- 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**

### **Procurement of Design & Supervision Firm for Architectural and Engineering Consulting Services for the Renovation and Construction of 189 Health facilities in Four Districts of KP**

#### **A. BACKGROUND TO THE PROJECT**

The Government of Pakistan intends to improve primary health care services in Khyber Pakhtunkhwa Province through the Khyber Pakhtunkhwa Human Capital Investment Project, Health Component (KPHCIP-H) funded by the World Bank.

The project's objective is to improve the availability, utilization, and quality of primary healthcare services in selected districts in Khyber Pakhtunkhwa Province (Haripur, Nowshera, Peshawar, and Swabi) in order to ensure the quality of health care and a continuum of services. The project will also support the strengthening of secondary health care facilities and referral systems.

Project interventions will focus on improving the utilization of primary healthcare services as the first point of entry in close proximity to where people live and work, including women and refugees. More specifically, the project intends to:

- I. Strengthen the infrastructure, equipment, human resources, medicines, and healthcare commodities at Basic Health Units and Rural Health Centers according to the KP Minimum Health Services Delivery Package (MHSDP), Essential Health Services Package (EHSP), and Infrastructure Standards through the adoption of climate-resilient and environmentally friendly designs (including the use of solar panels to promote energy efficiency) as well as disabled-friendly and female-friendly access.
- II. In order to ensure the continuum of care for Maternal, Newborn and Child Health (MNCH) services, the project will support (i) establishing a network of health care facilities – Basic Emergency Obstetric and Neonatal Care (BEmONC) and Comprehensive Emergency Obstetric and Neonatal Care (CEmONC) based on geographic distribution, and strengthening referral systems and transportation arrangements and (ii) upgrading selected secondary health care facilities of the network

to provide CEmONC services, including life-saving health services such as caesarean section and blood transfusion.

- III. Enhance the competency of PHC service providers as one of the key pillars of quality service delivery, by providing necessary training using standard clinical protocols and training packages as applicable for PHC service delivery.
- IV. Strengthen governance and regulatory mechanisms and provide the necessary support to the provincial government to adopt/implement appropriate policies, standards, guidelines, and clinical protocols for PHC service delivery; and promote community engagement and accountability to motivate demand for PHC services.

The Project Management Unit of the KPHCIP-H (KPHCIP-H-PMU) requires the services of a qualified and experienced architectural and engineering consultancy firm to carry out surveys of, prepare designs for and supervise the construction of the designated healthcare facilities all as set out in these terms of reference (TORs).

The KPHCIP\_H\_PMU requires the services of a qualified and experienced architectural and engineering consultancy firm (the Consultants) to carry out surveys of 189 health facilities in four districts of Khyber Pakhtunkhwa Province (Peshawar, Nowshera, Swabi and Haripur), prepare designs for and supervise the construction of the designated healthcare facilities all as set out in these terms of reference (TORs). It should be noted that it is essential that the completion of 25 of the healthcare facilities are fast-tracked.

These TORs set out the details of the assignment together with the duties and responsibilities of the Consultants and should form the basis for the formulation of Technical and Financial Proposals.

Note: The Consultants shall not, except with the prior approval of the Client sublet the Consultancy Services or any part thereof, to any other agency.

## **B. QUALIFICATIONS OF CONSULTANTS**

The Consultants should have extensive experience (a minimum of ten years) in the design and construction supervision of health facilities and works of a similar nature to those set out in these TORs and should have completed at least 5 projects of similar scale and complexity in the past



10 years. The Consultants should have the required PEC codes and PCATP license/s of individual consultant or firm.

They should have the necessary personnel required as provided in Annexures 12 and 13 to carry out the services and they should have the financial and technical resources required to undertake the assignment..

The Consultants should ensure that adequate resources are available to complete the work within the shortest time possible and shall not engage in any assignment that may place them in the position of not being able to carry out the specific services described in these TORs.

### **C. OBJECTIVES OF CONSULTANCY**

The primary objective of this component of the project is the renovation, extension and construction of new building(s) where necessary in existing 189 health facilities and construction 04 new warehouses in four districts of Khyber Pakhtunkhwa Province (Peshawar, Nowshera, Swabi & Haripur). The completion of 25 of these healthcare facilities (the list will be provided after award of contract) must be fast-tracked and completed in the shortest possible time.

The objectives of the Consultancy are to provide surveying, architectural, engineering, and quantity surveying services for the design, renovation and possible extension and construction of the selected health facilities and warehouses; for the production of architectural and engineering working drawings, specifications and bills of quantities; for the preparation of sub-PC-1s for each contract package as per the Government rules and for the provision of construction management and supervision services during the construction period.

The completed facilities must be capable of providing the health services defined by the KP MHSDP and EHSP together with BEmONC and CEmONC services where required, at the individual locations and the Consultants will be expected to work closely with KPHCIP-H-PMU in achieving this and in providing appropriate and cost-effective designs for any new buildings. The designs should be fit for purpose and should provide an environment conducive for healthcare service provision. The resulting buildings should be safe for their intended use, resilient to earthquakes, floods and other hazards and compliant with all applicable building codes and local legal requirements. Emphasis should be placed upon safety, durability, reliability, simplicity and economy in the design and the construction of the facilities while

taking into account the climate and local conditions. The infrastructure development will encompass the adoption of climate resilient and environmentally friendly designs, integrating solar panel systems to promote energy efficiency. Additionally, efforts should be made to provide access and adaptability for individuals with disabilities to the extent feasible. Gender-related considerations will also be taken into account, including the provision of separate toilets for men and women.

The climate in the four districts ranges from very cold winters to extremely hot summers and the design of the renovations and new buildings should accommodate these variations and provide comfortable conditions for staff and patients throughout the year without, if possible, the need for air-conditioning. Climate-resilience measures should be incorporated into site layouts and the renovations of any existing buildings and the design of new ones. The carbon footprint of the buildings should be reduced to the minimum and passive climate control measures such as the provision of insulation to roofs, large roof overhangs and verandas to the south sides of buildings to protect windows and walls from the sun and the provision of cross-ventilation to rooms should be utilized in order to reduce solar gains, maximize comfort within the buildings and reduce the load on any necessary air-conditioning systems. All buildings should, if possible, be oriented so that their main elevations face north-south in order to reduce to the minimum their exposure to the sun's rays. In areas prone to flooding, all buildings should be provided with plinths to raise them above any possible flood levels. Tree planting and landscaping should be utilized to provide shade and further protection from the sun to buildings and users. Solar water heaters should be used to provide hot water together with photovoltaic panels to supply electricity. Water conservation measures should be introduced together with rain harvesting and rainwater storage. The designs for the buildings should also reduce the need for maintenance to the minimum.

The Consultants should also take into consideration in their designs, the ongoing global COVID19 crisis and the subsequent need for increased infection control which in these facilities will include, amongst other measures that should be agreed with KP DoH, the provision of good, natural ventilation to all areas.

All four districts are in active seismic zones and any existing buildings must be checked to ensure that they meet local regulations for earthquake resistance and that they comply with the requirements of the Building Code of Pakistan in particular the seismic provisions 2007 and the

Fire Safety provisions 2016(available at [https://www.pec.org.pk/building\\_code\\_pakistan.aspx](https://www.pec.org.pk/building_code_pakistan.aspx).) and any new buildings must be designed to meet these regulations.

Based on client's initial requirements, the PMU intend to construct one warehouses with an area of 20,000 square feet in Peshawar and 03 warehouses in rest of the project districts each, which will include office accommodation and a separate parking space. The warehouse will be divided into six sections:

1. **Packing and Unpacking Section:** This section will include divisions for receiving items into the warehouse, assembling items, and packaging/unpackaging. The dimensions of this area will adhere to international warehouse standards.
2. **Cold Storage Space:** This section will have dimensions of approximately (12 feet × 10 feet × 10 feet high), and will maintain a temperature ranging from 2 to 8 degrees centigrade.
3. **Equipment Storage Section:** This section, covering an area of approximately 7,760 square feet, will serve as a bulk storage area for biomedical equipment. It will be maintained at room temperature ( $25 \pm 3$ ) degrees centigrade for all medicines except for biologicals/vaccines which will be kept at cold storage space from 2 to 8 degrees centigrade.
4. **Medicine Storage Section:** This section will encompass an area of approximately 10,000 square feet, maintained at room temperature ( $25 \pm 3$ ) degrees centigrade for all medicines except for biologicals/vaccines which will be kept at cold storage space from 2 to 8 degrees centigrade, and dedicated to the storage of various types of medicines. Within this section, we will create two distinct areas:
  - One for pallet storage, suitable for accommodating larger items.
  - Another for shelving, designed to store smaller items.
5. **Offices:** This section will include offices and restroom facilities for the warehouse personnel. The offices will include but not limited to: Manager's Office, Inventory Control Office, Logistics Coordinator Office, Quality Assurance Officer room, Security Office, Maintenance Office, IT Office, washrooms, Changing Room, Dining Hall, and Kitchen. The space allocation will be guided by international warehouse standards for office accommodations.

6. **Parking:** The parking space for office staff vehicles and also access and parking for delivery and distributing trucks. There also needs to be a loading bay for delivery/collection of equipment and drugs..

Please note that the provided requirements are a general outline, and it's important to understand that the specific dimensions of these areas can vary based on the project's unique needs and considerations.

## **D. SCOPE OF SERVICES**

The Consultants will provide detailed surveying, structural assessments, design, documentation, construction management, and supervision services for the construction, renovation and extension of the health facilities buildings and warehouses as set out above. The work will be carried out in two phases: 1) pre-construction activities and 2) management and supervision of construction.

The work on 25 of the selected healthcare facilities (list of facilities will be provided after award of contract) must be fast-tracked so that the surveys, structural assessments, designs and documentation are completed in the shortest possible time, the contract or contracts for construction are put out for bids and construction started in the shortest possible time. This work will be part of phase 1.

The work to be carried out under this consultancy for all of the designated facilities will include detailed structural assessments and surveys of the sites, services and existing buildings; designs for renovated and extended buildings and any new buildings that are necessary; cost estimates; architectural and engineering working drawings; specifications and bills of quantities. It will include support to the PMU in the procurement of civil works, and provision of solar power systems and furniture and it will also include supervision of the construction works in whatever number of contracts that are necessary and the signing off of the buildings as complete after the end of the defect's liability periods for each contract.

The Consultants will compare the existing services and accommodation provided at the individual healthcare facilities (BHUs, RHUs, Category C and D Hospitals) with the accommodation required to provide EHSP, BEmONC and CEmONC services at these facilities and provide lists of any missing accommodation that will be required to provide these services.

The Consultants will also provide solutions for the provision of any missing accommodation at each healthcare facility in the form of renovations of, or extensions to existing buildings or in new buildings. The accommodation that is required to provide EHSP, BEmONC and CEmONC services together with check-lists to be used by the Consultants is provided in Annexure-08.

The Consultants will submit monthly work plans (and resource plans) for approval to PMU. The work plans will also be used to manage any changes to the scope of works which will be approved by the PMU. First work plan will be submitted within 14 days of award of contract.

It will be the Consultants' responsibility to ensure that this engagement is managed and completed within the agreed fee and time frame to the required specifications. The Consultants will be required to absorb reasonable client-initiated changes to the designs while remaining within the agreed fee. The consultants are expected to conclude the design phase for 189 health facilities by July 15, 2024. Additionally, the design phase for four warehouses should be completed within two months of the contract award. The construction supervision phase for warehouses is to be finished within 14 months from the contract award date. Similarly, the construction supervision phase for the 189 health facilities must be completed before June 30, 2025. If the consulting firm fails to meet this deadline (Actual Delay), they will be subject to penalties or liquidated damages as stipulated in the contract document and agreed upon by both parties.

The Consultants are to ensure that the designs and the final documentation for all the designated facilities are complete and to the satisfaction of the PMU and any relevant authorities and in accordance with the agreed design briefs.

The Consultants' Quality Assurance and Quality Control Program is to be applied to the documentation of this project and the Consultants' team is to adopt a Computer-Aided Design system facilitating the transfer of information in such a way that the maximum benefit can be derived by all parties.

A list of all the facilities to be included in this consultancy is attached at Annex-02.

The Consultancy will be carried out in two phases:

- Phase 1 will include: Visits to all of the designated sites and the carrying out comprehensive structural assessment including non-destructive testing (NDT), destructive testing (DT), Bearing Capacity test or any other necessary tests required,

especially if vertical building extension or other modifications are needed to accommodate BEmONC/CEmONC or any other missing services as per EHSP in the existing buildings, and in this case the consultant will give structural stability certificate. Additionally, assessing the sites for seismic resistance and resilience against flooding and other natural hazards is crucial; detailed surveys of the sites, services and the buildings selected for renovation and extension; preparation of detailed drawings of the sites, services and of existing buildings; preparation of designs for the renovations and extensions of existing buildings and for any new buildings; preparation of site works drawings and architectural and engineering working drawings for all new buildings; preparation of specifications, bills of quantities and cost estimates, provision of environmental impact assessment reports and Flood Assessment for each site. The Consultants will also assist the PMU in the preparation of contract documents and in the bidding and evaluation process for the individual construction contracts.

- Phase 1 will also include fast-tracking the work on 25 of the selected healthcare facilities all as described above.

The Phase 1 works will be carried out in accordance with the construction targets, with timelines for each package/milestone as given in Annexure 01. Activities under Phase 1 will be carried out under a lump-sum contract.

- Phase 2 will include: construction management and supervision of the construction works to ensure that the works are carried out in accordance with the contract drawings and specifications and C-ESMPs, on time, within the contract amounts, and to the specified standards. It will also include monitoring the works during the defect's liability period and signing off the buildings at the end of this period. Activities under Phase 2 will be carried out under a time-based contract.
- Phase 2 will also include the management and supervision of the construction works for the 25 fast-tracked facilities before construction work starts on the remaining facilities.

The Phase 2 works will be carried out in accordance with the construction targets, with timelines for each package/milestone as given in Annexure-01.

Note: Phase 2 will only go ahead if, after considering the Consultant's preliminary reports, the KPHCIP-H-PMU considers that it will be possible to renovate, extend and if necessary reconstruct the facilities at the individual sites.

## **E. ACTIVITIES**

### **PHASE 1 (Preconstruction Phase): SITE ASSESSMENTS, DETAILED SURVEYS, DESIGNS, DOCUMENTATION, BIDDING & EVALUATION**

In Phase 1, the activities of the Consultants will include:

#### ***Preliminary Assessments***

The Consultants will visit each site and the carrying out comprehensive structural assessment including non-destructive testing (NDT), destructive testing (DT), Bearing Capacity test or any other necessary tests required, especially if vertical building extension or other modifications are needed to accommodate BEmONC/CEmONC or any other missing services as per EHSP in the existing buildings and the buildings comply with the latest seismic regulations and that the sites are not in danger from flooding or other natural hazards. The Consultants will note whether any buildings or parts of building require demolition and report to the PMU on the findings at each site. The PMU will decide, based upon these assessments, on which sites to proceed with the site and building surveys and preliminary proposals. The consultants will carry out geotechnical assessments for all the proposed new buildings. This should only be done after a decision has been made whether to proceed with site and building surveys. The Consultants will also prepare a potential Environmental and Social Impact Assessment report (ESIA) outlining the potential risks associated with the sub project implementation and recommendations for impact redressal, and Flood Assessment reports for each site. IF the site be prone to flooding, the Project Management Unit (PMU) in consultation with Bank team and department will decide the case accordingly..

The preliminary assessments of the selected 25 healthcare facilities should be fast-tracked and undertaken first.

#### ***Site, Building, and Services Surveys***

The Consultants will then visit each site where it has been agreed that surveys should be proceed and carry out comprehensive surveys and prepare site plans showing the site boundaries and the existing buildings together with detailed drawings of the individual buildings. The work on the 25 facilities selected to be fast-tracked, should be carried out first. The Consultants will also review the availability and adequacy of the water supply, soil and waste-water facilities, energy supply, Gas etc. Surveys will be carried out such that:

- The information collected for each building to be renovated is in sufficient detail so that any parts of the buildings that require demolition are clearly shown together with the

requirements for renovation of walls, floors, roofs, ceilings, doors and windows, electrical and plumbing services, etc. and so that any necessary re-planning and re-arrangement of rooms and renovations of the buildings can be carried out.

- The Consultants will also compare the existing services and accommodation provided at the facility with the accommodation required to provide EHSP, BEmONC and CEmONC services (as required) at the facility and provide lists of any missing accommodation that will be required to provide these services. The Consultants will provide proposals for the provision of any missing accommodation in the form of renovations of, or extensions to existing buildings or in new buildings. The accommodation that is required to provide EHSP, BEmONC and CEmONC services together with check-lists to be used by the Consultants is provided in Annexure-08.

The Consultants will also prepare an Environmental and Social Impact Assessment report (ESIA) for each site where the works will proceed.

### ***Preliminary Reports***

The Consultants will prepare a preliminary report for each site containing: a description of the site, site conditions and services (Please refer to Annexures 04-11 for an understanding of the information required to conduct a detailed assessment of the existing building conditions. These annexures are provided for the consultants' better understanding but may be subject to change once the assignment commences.), an assessment of the structure stability, soil bearing capacity and a site layout; floor plans, elevations, sections and descriptions of all existing buildings with photos, noting any problems, and what work is required to bring them up to an acceptable standard. The reports should also indicate what facilities, based upon the EHSP and BEmONC and CEmONC services are missing and will require new accommodation or buildings to accommodate them. The site layouts should show the location of any new extensions or buildings and any proposed new services such as water supplies, drainage systems, electricity supplies, Sui Gas Supply etc. The preliminary report should also include an Environmental and Social Impact Assessment (ESIA) and Flood Assessment for each site. The reports should include a preliminary cost estimate of the works for each site. The preliminary reports will be used by the KPHCIP-H-PMU in finalizing what renovation and extension work and if necessary, new



buildings will be funded at each facility. The consultants will submit proposals for providing accommodation for any missing BEmONC/CEmONC services or any other missing services, as per EHSP, into existing buildings or constructing new buildings in the preliminary report. The preliminary reports for the first 25 fast-tracked facilities should be completed first.

### ***Final Reports***

After approval of the preliminary reports and final decisions are made by the KPHCIP-H-PMU on what renovations, extensions and new buildings, services, boundary walls, etc. are to be carried out and/or provided at each site, the Consultants will prepare a final report for each site containing: final site layouts; geotechnical assessment for all the new buildings, designs for all of the new buildings and the buildings to be renovated and extended; and cost estimates for the renovation and construction work. The final reports for the first 25 fast-tracked facilities should be completed first.

### ***Contract Documentation, Preparation of Bids, and Bid Evaluation***

When the final recommendations and details for each site have been agreed with the KPHCIP-H-PMU, the Consultants will prepare, considering any comments on the designs and any changes that are requested by the KPHCIP-H-PMU, architectural and engineering working drawings, specifications, and bills of quantities for the new, renovated and extended buildings and site works at each site. The Consultants will prepare an Environmental and Social Management Plan (ESMP) for each site which will form part of the bidding documents and provide guidance to the contractors in preparing their C-ESMPs. The Consultants will also prepare final cost estimates for the work at each site.

It should be noted that the contract documentation and ESMPs for the first 25 fast-tracked facilities along with cost-estimates for the work, should be completed first.

It should also be noted that the work at the various remaining sites will be grouped according to their locations for bidding and contractual purposes. The Consultants will assist the KPHCIP-H-PMU in the bidding process for all the sites and the evaluation of bids.

### **Services to be provided by the Consultants in Phase 1**

The Consultants should note that it is intended to utilize any available existing designs for new facilities otherwise it will be the Consultants' responsibility to prepare new designs keeping in mind all the requirements and standards of health facilities. If existing designs are available, the Consultants will review and update them as necessary.

Note: The detailed services to be provided will include but not limited to the following:

### **Health Facility Planning Services**

The Consultants will provide all necessary health facility planning services necessary to complete the project including:

- An analysis of the functional programmes and the functional relationships of the services that are required in each type of healthcare facility (BHUs, RHUs and Category C and D Hospitals) based upon the requirements of the EHSP and BEmONC and CEmONC services and functional plans for each type of healthcare facility. The functional plans will be the basis for the calculation of the clinical and support spaces and staff that are required for each type of healthcare facility.
- Detailed briefing documents for each type of healthcare facility setting out the services to be provided; schedules of accommodation required to accommodate these services plus support spaces; and the functional plans and functional relationships between the various departments of each type of facility. These documents will be used by the Consultants when designing the new and renovated facilities.

The Health Facility Planner will work closely with the Senior Architect in the design of the new and renovated buildings

### **Architectural Services**

The Consultants will provide all necessary architectural services necessary to complete the project including:

- Designs for the renovation and extension of all existing buildings such that they can provide the standard of service required of them;
- Designs for any new buildings that the KPHCIP-H-PMU requires to be constructed at any of the designated facilities;
- Site layouts and landscaping as required;
- Working drawings including all necessary detailed drawings and contract documentation
- 3D visualizations that accurately represent the final appearance and layout of the buildings.

The Senior Architect will work closely with the Health Facilities Planner in the design of the renovated and new buildings.

### **Civil & Mechanical Engineering Services**

The Consultants will provide all necessary civil and mechanical engineering services including the design of:

- Site works including roads, paths, retaining walls, boundary walls, etc.;
- Soil and wastewater drainage;
- Storm and rainwater drainage;
- Plumbing installations;
- Water supplies;
- Hot and cold water services
- Gas installations
- Fire hydrants, hose reels and fire extinguishers
- Air-conditioning and ventilation systems
- Working drawings including all necessary detailed drawings and contract documentation

### **Structural Engineering Services**

The Consultants will provide all necessary structural engineering services including:

- Establishing load bearing capacities of the soils at each site.
- Advising on excavation, construction, and structural engineering including designs for earthquakes and other disasters;
- Identifying and designing simple and economic structural systems;
- Checking workshop drawings prepared by subcontractors or suppliers;
- Providing certificates of structural adequacy.
- Working drawings including all necessary detailed drawings and contract documentation

### **Electrical Engineering Services**

The Consultants will provide all necessary electrical engineering services including the design of:

- Incoming supplies and any high voltage reticulation
- Standby power systems, generators and UPS systems
- Solar power supplies, lighting and storage systems;
- Consumer's mains, sub-mains, distribution boards;
- Switchboards, earthing, and metering;
- General lighting and power circuits;
- Emergency lighting and exit signs;
- External and security lighting
- Power to specific items of fixed plant and equipment;
- IT infrastructure
- Fire protection and warning systems
- Lightning protection systems.

Working drawings including all necessary detailed drawings and contract documents. For Solar power systems, the preference will be to use existing standardized designs and the Consultants will only review and approve these.

### **Hydrological study services**

- Evaluate flood risks to the building by analyzing factors like site elevation, flood levels, and duration. Propose mitigation measures for flood protection.
- Perform on-site investigations for site-specific hydrological data.

Compile a comprehensive report detailing the hydrological study, including data analysis, modeling, flood risk assessment, and recommended mitigation measures. The report should be cross-referenced with the information from the hydrology section of Irrigation Department of Khyber Pakhtunkhwa.

### **Quantity Surveying and Procurement Services**

The Consultants will provide all necessary quantity surveying services including:

- Preparation of cost estimates based on both the latest KP market rate system and current market rate analysis.

- Preparation of bills of quantities and specifications.
- Preparation of a priced bill of quantities for each facility or contract.
- Provision of assistance to the KPHCIP-H-PMU in the preparation of contract documents and the evaluation of contractors' bids.

### **Environmental and Social Safeguards**

The Consultants will carry out environmental screenings at each site using the checklist provided in the Annexure-2 and prepare the necessary environmental and social safeguards plans (ESMPs). The ESMPs will form part of the bidding documents and will provide guidance to the contractors in the preparation of their C-ESMPs.

### **CONSTRUCTION PHASE: CONSTRUCTION MANAGEMENT & SUPERVISION**

The Consultants will be required to supervise the construction of the buildings to ensure that they meet the required cost, schedule, specifications, implementation of mitigation measures under the ESMP and to certify payments to the contractors. The Consultants should provide for the regular supervision of the construction contracts by qualified personnel for the duration of the contracts, including the 12 months' defect's liability period. The Consultants will be nominated as the contractual Project Manager with the authority and duties as defined in the works contract and will execute all required actions in accordance with the contract.

It should be noted that the construction of the first 25 fast-tracked facilities will proceed before the work on the remaining facilities starts and the Consultants should allow for the management and supervision of the works on these facilities before the work on the remaining facilities starts.

The Consultants should also allow for: inspections of the buildings at practical completion, periodically during the defect's liability period and at final completion, the preparation of a final account for the contract, and a final report on the implementation/completion of the construction work. If the construction work is delayed or has to be extended for whatever reason, then a mutually agreeable extension to the Consultants' contract will be negotiated.

The activities of the Consultants in the Construction Phase will include, but not be limited to the following:

- Establishing a dedicated Project Management Office for the project in Peshawar District and field offices in the 4 districts in close vicinity to the project sites (for supervision).
- Providing adequate and functional facilities for the Field Engineers of KPHCIP PMU in the 4 districts and transport for the Field Engineers as necessary to carry out routine inspections of the works.
- Preparing an implementation program before construction starts for all construction activities over the lifetime of the project showing how the construction can be completed within the project period (Note: if the Consultants consider that the construction program cannot be completed within the project period then they must alert the KPHCIP-H-PMU to this fact as soon as possible);
- Reviewing the contractors' construction programs;
- Preparing clear environmental, health and safety, and social monitoring plans and reporting program before construction starts;
- Assisting the contractors with the preparation of the Contractor's Environmental and Social Management Plans (C-ESMP) for each site and ensuring that these documents are finalized/approved by the KPHCIP-H-PMU and the World Bank before the commencement of the works;
- Assisting the contractors with the preparation of their quality assurance and quality control documents including the quality management plan, checklists, etc.;
- Preparing financial, progress, and other reports as required;
- Liaising with the KPHCIP-H-PMU and advising on areas of concern, potential delays, or cost increases;
- Maintaining site diaries recording the daily weather conditions, instructions issued to the contractors, problems occurring, deliveries of materials, progress on-site, workers on-site, visitors, etc.;
- Checking that the buildings are correctly located and that the works are correctly set out;
- Inspecting and supervising the construction works to ensure that the buildings are constructed in accordance with the drawings and specifications and within the contract amount;
- Measuring the work as completed;

- Supervising the testing of materials as specified in the contract documents and ensuring that the materials used are in accordance with the specifications;
- Arranging the testing, commissioning, acceptance, and handover of the works on completion;
- Monitoring the progress of the works against the Consultants' implementation program and the construction programs provided by the contractors;
- Supervising and reporting on, the implementation of the approved C-ESMPs during construction and providing guidance to the contractors on any necessary corrective actions in the case of non-compliance with the plans;
- Advising the contractors on any necessary measures to ensure the completion of the construction works in accordance with their construction programs;
- Advising the KPHCIP-H-PMU of any deviations from the contract drawings and documents by the contractors;
- Advising the KPHCIP PMU of any likely delays to the construction works;
- Chairing site meetings at fortnightly or monthly intervals with representatives of the KPHCIP-H-PMU and the contractors to discuss the progress of the works and any problems;
- Preparing and circulating agendas and minutes of all site and other meetings arranged to discuss the progress of the construction;
- Advising the KPHCIP-H-PMU on any possible problems or necessary changes as they arise that will incur extra costs and on ways to avoid these costs if at all possible;
- Advising the KPHCIP-H-PMU on any possible claims by the contractors or on any other contractual problems arising during the works;
- Certifying payments to the contractors in accordance with the contract provisions;
- Preparing and submitting to the KPHCIP-H-PMU monthly/quarterly progress reports on the /progress of the works including progress photographs of the works at each site.
- Preparing accurate 'as-built' drawings of the facilities showing the existing building and new building after completion of the works;
- Preparing lists of defective and outstanding work at the times of practical completion of the buildings;

- Checking the condition of the works at the end of the defect's liability period and signing off the works when any outstanding or defective works have been completed or rectified;
- Issuing a completion certificate stating that the work has been completed in accordance with the designs, specifications and ESMPs and the contract agreement.
- Carrying out any other tasks related to the supervision of the works as may be requested by the KPHCIP PMU;
- Preparing maintenance plans and maintenance handbooks for the buildings.

The Consultants will make available a vehicle for the use of the KPHCIP-H-PMU Infrastructure Engineer in carrying out routine site inspections, attending site meetings, etc together with a monthly fuel allowance of 300 liters of fuel.

Note: The written approval of the Client (KPHCIP-H-PMU) as "Employer" is required before the Consultants, designated under the contract as 'Engineer' take any action which will change the contract.

## **F. OUTPUTS**

### **PHASE 1**

#### ***Preliminary Assessments***

The KPHCIP-H-PMU will use the preliminary assessments of the sites and facilities to decide whether to proceed with the works at the individual sites. The assessments should therefore include:

- The Consultants' opinion as to whether the existing buildings comply with the latest seismic regulations and whether any buildings or parts of buildings require demolition
- and whether the sites are in danger from flooding or other natural hazards.

The KPHCIP-H-PMU will decide, based upon these assessments, on the sites on which to proceed with the site and building surveys and preliminary proposals.

The Consultants should prepare preliminary assessments of the first 25 fast-tracked facilities before undertaking the assessments of the remaining facilities.

#### ***Preliminary Reports***



Preliminary reports will include:

- Topographic survey drawings of the sites should illustrate spot levels, contour lines, boundaries, the positions of existing buildings, fences, roads, paths, current power lines, water supply, gas supply, sewerage lines, septic tanks, soak ways, etc., all to a scale of at least 1:200 and including the north point.
- Survey drawings of any existing buildings to be renovated and/or extended showing the plans, elevations, sections, and any other information necessary for the design and working drawings and bills of quantities for the renovation or extension of building
- Site layout drawings showing the location of any new buildings, preliminary proposals for any new buildings, preliminary landscaping proposals, and any new services that may be required.
- Comprehensive structural assessment including non-destructive testing (NDT), destructive testing (DT), Bearing Capacity test or any other necessary tests required, especially if vertical building extension or other modifications.
- Provide details of architectural and structural elements such as foundations, columns, floors, roofs, walls, windows, doors, and ventilators etc for each existing block.
- Assessments of the services provided at each facility in terms of the EHSP, BEmONC and CEmONC services (as appropriate) and what if any extra accommodation is required to accommodate these services. If additional accommodation is required, the Consultants should provide proposals for providing this accommodation in extensions to existing buildings or in new buildings.
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The reports should also include information on:

- The availability of water and electricity on the sites and the condition of any service lines, septic tanks, soak ways, storm drains, and any facilities, etc.

A preliminary cost estimate for the works to be carried out. The reports should also include the results of the environmental and social safeguard screenings carried out at each site.

The Consultants should submit their Preliminary Reports and costings on the first 25 fast-tracked facilities before the reports on the remaining facilities.

### ***Final Design Reports***

Final reports will include for each site, architectural and engineering working drawings at scales necessary to clearly show the contractors the work that is required, specifications and bills of quantities for all buildings, site works, etc. including:

- Site layouts showing the new and renovated/extended, roads and parking, major civil works, landscaping, and any major external elements;
- Foundation plans and details for new and extended buildings;
- general floor plans for new, renovated, and extended buildings showing room arrangements, room areas, floor levels, and any major internal design elements;
- Electrical, mechanical, plumbing, and sanitation layouts and details;
- details of all fixtures and fittings;
- Elevations showing the general arrangement of the building forms, windows, and any major design elements to the facades;
- Cross-sections for all buildings;
- Roof and ceiling plans;
- Construction details;
- Schedules of internal and external materials, finishes, and colors;
- Structural, civil, mechanical, and electrical engineering drawings and details;
- Detailed specifications for all materials, fixtures, and fittings;
- Bills of quantities including a priced bill of quantities.
- Preliminary cost estimates to be agreed with the PMU and the World Bank.
- Technical Sanctions (TS) for all work packages if required
- Sub-PC-1s for each contract package.

The final reports should contain soil investigation reports and details of medical and general waste management facilities (hazardous and non-hazardous) to be provided at each site;

The final reports should also include the necessary site specific environmental and social safeguards instruments (ESMPs) that will form part of the bidding documents.

Final design reports should be submitted for the first 25 fast-tracked facilities together with final costings before the reports on the remaining facilities are submitted.

## **CONSTRUCTION PHASE**

### **Construction Management and Supervision**

Outputs will include:

- Monthly/quarterly progress reports;
- Site meeting minutes for all contracts;
- Environmental, health & safety, and social safeguards monitoring, compliance and closeout reports;
- Test results for all materials;
- Monthly certificates of payment for all contracts;
- A final completion report, including photos and a full set of 'as-built drawings;
- Checks of and commissioning of all buildings and systems;
- final accounts for all contracts;
- Lists of defective or outstanding work at practical completion for all contracts;
- Lists of defective or outstanding work at the end of the 12 months' defect's liability period and
- Signed-off certificates of completion upon final completion of the works for all contracts.
- Inventory list
- A complete set of contract management files on completion of works

### **Maintenance of Facilities**

When the buildings are completed, the KPHCIP-H-PMU must be made aware of what is required to operate and maintain them in good condition.

The Consultants will therefore produce operation and maintenance plans for all the buildings and equipment and simple maintenance manuals to be used in the maintenance of the buildings.

Outputs will include:

- Maintenance plans and annual budget requirements for buildings and equipment.
- Maintenance manuals for buildings and equipment.

## **G. DELIVERABLES**

3 hard copies and 1 electronic copy of all documents should be provided to the KPHCIP-H-PMU.

<b>Sr.No</b>	<b>Deliverables for Design Phase</b>	<b>Payment</b>
1.	Approval of preliminary report by client	20%
2.	Approval of final report by client	20%
3.	Approval of PC-Is by client	40%
4.	Approval of bidding documents by client	20%
	<b>Total</b>	<b>100%</b>

## **H. REPORTING**

The Consultants will report to the Project Director of the KPHCIP-H-PMU.

## **I. STAFFING REQUIREMENTS**

### **Phase 1: Key Staff**

The list of key staff for phase-1 is in Annexure-12, and their education, experience, and job descriptions are in Annexure-13.

### **Phase 2: Key Staff**

The list of key staff for phase-2 is in Annexure-12, and their education, experience, and job descriptions are in Annexure-13.

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**Annexure-01****Overall Assignment**

The consultant awarded this contract will oversee both preconstruction and construction supervision for 189 health facilities across four project districts. Additionally, they will manage the preconstruction and construction supervision for four warehouses to be constructed within these districts. The PMU has outlined the completion targets for the health facilities as follows:

**Till June 2025**

- 61 Basic Health Units (BHUs) must be renovated to meet EHSP standards.
- 90 Basic Health Units (BHUs) must be renovated or redesigned to incorporate BEmONC facilities and meet EHSP standards.
- 24 Rural Health Center (RHCs) must be renovated or redesigned to incorporate BEmONC facilities and meet EHSP standards.
- 10 Category D and 04 Category C Hospitals must be renovated or redesigned to incorporate CEmONC facilities and meet EHSP standards.
- 04 new warehouses will be constructed.
- Preparation of Infrastructure Standards for all healthcare facilities level (CD, BHU, RHC, Cat-D, Cat-C, Cat-B and Cat-A)

The assignment is divided into two phases: the pre-construction and construction supervision phases, with details provided below:

**Pre-Construction Phase**

In total, pre-construction phase activities will be carried out for 189 health facilities and 04 warehouses. 25 healthcare facilities will be fast-tracked for early completion.

**Construction Supervision & Management Phase**

In total, construction management and supervision will be carried out for 189 health facilities and 04 warehouses. 25 healthcare facilities will be fast-tracked for early completion.

**Work Plan**

The detailed schedule and work breakdown structure for the pre-construction phase, as well as the construction management and supervision phase, can be accessed through the following link:

[https://drive.google.com/drive/folders/1EZ24A7K10DhhD9mmDRYn36\\_yMulH52F7?usp=drive\\_link](https://drive.google.com/drive/folders/1EZ24A7K10DhhD9mmDRYn36_yMulH52F7?usp=drive_link).

### **Annexure-02**

Below is a summary of all health facilities, including their respective categories and districts:

	<b>Health Facility Category</b>				
<b>District</b>	<b>BHU</b>	<b>RHC</b>	<b>Cat-C</b>	<b>Cat-D</b>	<b>Total</b>
Peshawar	47	03	03	04	<b>57</b>
Nowshera	29	05	00	03	<b>37</b>
Swabi	35	09	00	01	<b>45</b>
Haripur	40	07	01	02	<b>50</b>
<b>G.Total</b>	<b>151</b>	<b>24</b>	<b>04</b>	<b>10</b>	<b>189</b>
	<b>Warehouses</b>				
Peshawar	<b>01</b>				<b>01</b>
Nowshera	<b>01</b>				<b>01</b>
Swabi	<b>01</b>				<b>01</b>
Haripur	<b>01</b>				<b>01</b>
<b>G.Total</b>	<b>04</b>				<b>04</b>

Sr.No	Health Facility Category	Health Facility Name	District
1	BHU	Adezai	Peshawar
2	BHU	Barbar Upazai	Peshawar
3	BHU	Bazid Khel	Peshawar
4	BHU	Aza Khel	Peshawar
5	BHU	Chamkani	Peshawar
6	BHU	Budhai	Peshawar
7	BHU	Budhni	Peshawar
8	BHU	Chaghar Matti	Peshawar
9	BHU	Charpariza	Peshawar
10	BHU	Dalazak	Peshawar

11	BHU	Darmangi	Peshawar
12	BHU	Faqir Kalley	Peshawar
13	BHU	Fida Abad	Peshawar
14	BHU	Governer House	Peshawar
15	BHU	Gul Bela	Peshawar
16	BHU	Gulshan-e-Rahman Colony	Peshawar
17	BHU	Hazar Khawani	Peshawar
18	BHU	Jhagra	Peshawar
19	BHU	Jogani	Peshawar
20	BHU	Kafoor Dheri	Peshawar
21	BHU	Kharraki	Peshawar
22	BHU	Khazana	Peshawar
23	BHU	Lala Kalley	Peshawar
24	BHU	Mandra Khel	Peshawar
25	BHU	Maryam Zai	Peshawar
26	BHU	Masho Khel	Peshawar
27	BHU	Mashogagar	Peshawar
28	BHU	Mathra	Peshawar
29	BHU	Mera Surizai	Peshawar
30	BHU	Nasir Bagh	Peshawar
31	BHU	Pakha Ghulam	Peshawar
32	BHU	Palosai	Peshawar
33	BHU	Phandu	Peshawar
34	BHU	Pishta Khara	Peshawar
35	BHU	Saeed Abad	Peshawar
36	BHU	Sango	Peshawar
37	BHU	Sarband	Peshawar
38	BHU	Shagai Bala	Peshawar
39	BHU	Sheikh Mohammadi	Peshawar
40	BHU	Sherekerra	Peshawar
41	BHU	Sufaid Dheri	Peshawar
42	BHU	Surizai Bala	Peshawar
43	BHU	Tela band	Peshawar
44	BHU	Terai Payan	Peshawar
45	BHU	Urmer Miana	Peshawar
46	BHU	Urmer Payan	Peshawar
47	BHU	Wadpaga	Peshawar
48	RHC	Patwar Bala	Peshawar
49	RHC	Regi	Peshawar

50	RHC	Takht Abad	Peshawar
51	CAT-C	Category- C Molve Je Hospital Peshawar	Peshawar
52	CAT-C	Category- C Police and Services Hospital Peshawar	Peshawar
53	CAT-C	Category- C Sifwat Ghayur Hospital, Peshawar	Peshawar
54	CAT-D	Type D Hospital Badber	Peshawar
55	CAT-D	Type D Hospital Gara Tajik	Peshawar
56	CAT-D	Type D Hospital Mattani	Peshawar
57	CAT-D	Type D Maternity Hospital Hashtnagri	Peshawar
58	BHU	Adam Zai	Nowshera
59	BHU	Aman Kot	Nowshera
60	BHU	Aza Khel	Nowshera
61	BHU	Badrashi	Nowshera
62	BHU	Banda Mullhan	Nowshera
63	BHU	Behram Kelay	Nowshera
64	BHU	Chasmai	Nowshera
65	BHU	Dag Besood	Nowshera
66	BHU	Dagai	Nowshera
67	BHU	Gandheari	Nowshera
68	BHU	Inzari	Nowshera
69	BHU	Jalozai	Nowshera
70	BHU	Jehangera	Nowshera
71	BHU	Kahi	Nowshera
72	BHU	Khush Muqam	Nowshera
73	BHU	Mama Khel	Nowshera
74	BHU	Mandoori	Nowshera
75	BHU	Mani	Nowshera
76	BHU	Mera Misri Banda	Nowshera
77	BHU	Mohib Banda	Nowshera
78	BHU	Mughalkai	Nowshera
79	BHU	Pahari Katti Khel	Nowshera
80	BHU	Pirsabbaq	Nowshera
81	BHU	Rasha Kai	Nowshera
82	BHU	Saleh Khana	Nowshera
83	BHU	Shahdiu	Nowshera
84	BHU	Shekhai	Nowshera
85	BHU	Spin Khak	Nowshera
86	BHU	Wazir Garhi	Nowshera
87	RHC	Akbarpura	Nowshera



88	RHC	Khairabad	Nowshera
89	RHC	Kheweshgi	Nowshera
90	RHC	Manki Sharif	Nowshera
91	RHC	Nizampur	Nowshera
92	CAT-D	Type D Hospital Dag Ismail Khel	Nowshera
93	CAT-D	Type D Hospital Manki sharif	Nowshera
94	CAT-D	Type D Hospital Ziarat Kaka Sahib	Nowshera
95	BHU	Adina	Swabi
96	BHU	Bachai	Swabi
97	BHU	Baja	Swabi
98	BHU	Batakara	Swabi
99	BHU	Bhadar Abad	Swabi
100	BHU	Chak Nodah	Swabi
101	BHU	Dagai	Swabi
102	BHU	Dehri zakaria	Swabi
103	BHU	Dobian	Swabi
104	BHU	Fazal E Abad	Swabi
105	BHU	Gabasni	Swabi
106	BHU	Gandaf	Swabi
107	BHU	Gani Chatra	Swabi
108	BHU	Ismaila	Swabi
109	BHU	Jalbai	Swabi
110	BHU	Jalsai	Swabi
111	BHU	Jehangira	Swabi
112	BHU	kalabat	Swabi
113	BHU	Kotha	Swabi
114	BHU	Lahore East	Swabi
115	BHU	Manai	Swabi
116	BHU	Mangal Chai	Swabi
117	BHU	Manki	Swabi
118	BHU	Miankali	Swabi
119	BHU	PunjPir	Swabi
120	BHU	Qadra	Swabi
121	BHU	Sadri Jadeed	Swabi
122	BHU	Salim Khan	Swabi
123	BHU	Sard China	Swabi
124	BHU	Shah Mansoor	Swabi
125	BHU	Tarakai	Swabi
126	BHU	Thand Koi	Swabi

127	BHU	Yaqoobi	Swabi
128	BHU	Zaida	Swabi
129	BHU	zaroobi	Swabi
130	RHC	Kabgani	Swabi
131	RHC	Ambar Kunda	Swabi
132	RHC	Beka	Swabi
133	RHC	Jhanda	Swabi
134	RHC	Kotha	Swabi
135	RHC	Marghuz	Swabi
136	RHC	Sheikh Jana	Swabi
137	RHC	Shewa	Swabi
138	RHC	Tordher	Swabi
139	CAT-D	Type D Hospital Kalu Khan	Swabi
140	BHU	Amgah	Haripur
141	BHU	Bagra	Haripur
142	BHU	Bait Gali	Haripur
143	BHU	Bandi Sher Khan	Haripur
144	BHU	Barkot	Haripur
145	BHU	Beer	Haripur
146	BHU	Brug	Haripur
147	BHU	Chaintry	Haripur
148	BHU	Dartian	Haripur
149	BHU	Dheenda	Haripur
150	BHU	Dingi	Haripur
151	BHU	Gali Amazai	Haripur
152	BHU	Ghumawan	Haripur
153	BHU	Gudwalian	Haripur
154	BHU	Hattar	Haripur
155	BHU	Jab	Haripur
156	BHU	Jattipind	Haripur
157	BHU	Kakotri	Haripur
158	BHU	Kalinger	Haripur
159	BHU	Kaneerri	Haripur
160	BHU	Kangra Colony	Haripur
161	BHU	Kariplian	Haripur
162	BHU	Khoi Narra	Haripur
163	BHU	Koklian Piran	Haripur
164	BHU	Kotehra	Haripur
165	BHU	Kundi	Haripur

166	BHU	Luder Mang	Haripur
167	BHU	Mang	Haripur
168	BHU	Mankarai	Haripur
169	BHU	Meelam	Haripur
170	BHU	Mirpur	Haripur
171	BHU	Muslimabad	Haripur
172	BHU	Najafpur	Haripur
173	BHU	Nullah	Haripur
174	BHU	Panian	Haripur
175	BHU	Salamkhand	Haripur
176	BHU	Sarai Salah	Haripur
177	BHU	Shah Muhammad	Haripur
178	BHU	Sikandrpur	Haripur
179	BHU	Tofkian	Haripur
180	RHC	Halli	Haripur
181	RHC	Kalinger	Haripur
182	RHC	Kotla	Haripur
183	RHC	Kotnajibullah	Haripur
184	RHC	Nara Amazai	Haripur
185	RHC	Rehana	Haripur
186	RHC	Sirikot	Haripur
187	CAT-C	Type C Civil Hospital KTS	Haripur
188	CAT-D	Type D Hospital Ghazi	Haripur
189	CAT-D	Type D Hospital Sarai Naimat Khan	Haripur

### **Annexure-03**

This Form is to be used by the Engineers, and Environmental and Social Focal Persons (ESFPs) in screening subproject applications/proposals for which ESMPs are not required. This checklist is designed to cover social and environmental impacts of up gradation/rehabilitation of schools and health facilities.

Note: This form and accompanying documentation to be maintained in the office of the relevant implementing agency/PMU

- a. Name of Sub-project:
- b. Sub-project location:
- c. Sub-project objective:
- d. Sub-project Location:
- e. Infrastructure to be rehabilitated/upgraded:

**Further Assessment Needs:** Full ESIA to be carried out for the subproject if one or more aspects in the following table are assessed under ‘Significant/Large’ category. An ESMP to be prepared for the subproject if one or more aspects in the following table are assessed under ‘Moderate/Medium’ category. No further assessment would be needed if most of the aspects in the following table are assessed under ‘None’ or Minor/Small’ category.

	<u>Issues</u>	<u>No</u> <u>ne</u>	<u>Min</u> <u>or/s</u> <u>mall</u>	<u>Mode</u> <u>rate/</u> <u>Mediu</u> <u>m</u>	<u>Signif</u> <u>icant/l</u> <u>arge</u>	<u>Rem</u> <u>arks</u>	<u>Mitigatio</u> <u>n</u> <u>Measure</u> <u>s</u> <u>proposed</u>
<b>A</b>	<b>Zoning and Land Use Planning</b>						
1	Will the subproject involve significant land disturbance or site clearance?						
2	Will the subproject land be subject to potential encroachment by urban use?						
<b>B</b>	<b>Utilities and Facilities</b>						
3	Will the subproject require the setting up of ancillary facilities?						
4	Will the subproject make significant demands on utilities and services?						
5	Will the subproject require significant levels of accommodation or service amenities to support the workforce during construction (e.g., contractor will need more than 20 workers)?						
<b>C</b>	<b>Water and Soil Contamination</b>						

<b>6</b>	Will the subproject require large amounts of raw materials or construction materials?						
<b>7</b>	Will the subproject generate large amounts of residual wastes, construction material waste or cause soil erosion?						
<b>8</b>	Will the subproject result in potential soil or water contamination (e.g., from oil, grease and fuel from equipment yards)?						
<b>9</b>	Will the subproject lead to contamination of ground and surface waters ?						
<b>10</b>	Will the subproject involve the use of chemicals or solvents?						
<b>11</b>	Will the subproject lead to the destruction of vegetation and soil in the right-of-way, borrow pits, waste dumps, and equipment yards?						
<b>12</b>	Will the subproject lead to the creation of stagnant water bodies in borrow pits, quarries, etc., encouraging for mosquito breeding and other disease vectors?						
<b>13</b>	Will the subproject lead to contamination of ground and surface waters by herbicides for vegetation control and chemicals (e.g., calcium chloride) for dust control?						
<b>14</b>	Will the subproject lead to an increase in suspended sediments in streams affected by road cut erosion, decline in water quality and increased sedimentation downstream?						
<b>15</b>	Will the subproject lead to induced settlements by workers and others causing social disruption?						
<b>16</b>	Will the subproject lead to environmental and social disturbance by construction camps or activities?						
<b>17</b>	Is the proposed project likely to negatively affect the income levels or employment opportunities of vulnerable groups?						
<b>D.</b>	<b>Noise and Air Pollution Hazardous Substances</b>						
<b>18</b>	Will the subproject increase the levels of harmful air emissions?						
<b>19</b>	Will the subproject increase ambient noise levels?						
<b>20</b>	Will the subproject involve the storage, handling or transport of hazardous substances?						
<b>E.</b>	<b>Fauna and Flora</b>						

<b>21</b>	Will the subproject involve the disturbance or modification of existing drainage channels (rivers, canals) or surface water bodies (wetlands, marshes)?						
<b>22</b>	Will the subproject lead to the destruction or damage of terrestrial or aquatic ecosystems or endangered species directly or by induced development?						
<b>23</b>	Will the subproject lead to the disruption/destruction of wildlife through interruption of migratory routes, disturbance of wildlife habitats, and noise-related problems?						
<b>F.</b>	<b>Destruction/Disruption of Land and Vegetation</b>						
<b>24</b>	Will the subproject lead to unplanned use of the infrastructure being developed?						
<b>25</b>	Will the subproject lead to long-term or semi- permanent destruction of soils in cleared areas not suited for agriculture?						
<b>26</b>	Will the subproject lead to the interruption of subsoil and overland drainage patterns (in areas of cuts and fills)?						
<b>27</b>	Will the subproject lead to landslides, slumps, slips and other mass movements in road cuts?						
<b>28</b>	Will the subproject lead to erosion of lands receiving concentrated outflow carried by covered or open drains?						
<b>29</b>	Will the subproject lead to long-term or semi- permanent destruction of soils in cleared areas not suited for agriculture?						
<b>30</b>	Will the subproject lead to health hazards and interference of plant growth adjacent to roads by dust raised and blown by vehicles?						
<b>G.</b>	<b>Cultural Property</b>						
<b>31</b>	Will the subproject have an impact on archaeological or historical sites, including historic urban areas?						
<b>32</b>	Will the subproject have an impact on religious monuments, structures and/or cemeteries?						
<b>33</b>	Have Chance Finds procedures been prepared for use in the subproject?						
<b>H.</b>	<b>Expropriation and Social Disturbance</b>						

34	Will the subproject involve land expropriation or demolition of existing structures?						
35	Will the subproject lead to induced settlements by workers and others causing social and economic disruption?						
36	Will the subproject lead to environmental and social disturbance by construction camps or activities?						
I	<b>Social Equity and Equality</b>						
37	Would the proposed subproject have environmental and social impacts that could affect indigenous people or other vulnerable groups?						
38	Is the subproject likely to negatively impact women?						
39	Is the proposed subproject likely to increase social inequalities directly or indirectly, now or in the future?						
40	Will the proposed project have variable impacts on women and men, different ethnic groups, social classes?						
41	Have there been challenges in engaging women and other certain key stakeholder groups in preliminary discussions for this project?						
42	Is the project likely to attract forced labor and/or child labor?						
43	Demographics						
44	Would project likely to cause overload of social infrastructure in the project area (e.g. health facilities, schools, water supply)?						
45	Would the proposed project result in involuntary resettlement of populations?						

## II. Site Related Issues

	<b>Issues</b>	<b>Yes</b>	<b>No</b>	<b>Don't Know</b>	<b>Mitigation Measures</b>
1	Does the subproject require land acquisition? [Note: Fill in the land acquisition form if YES]				
2	Will the subproject negatively impact livelihoods [Note: Describe separately if YES]				
3	Is the sub project located on land with contested ownership?				

4	Is the sub project located in an area with security problems				
5	Is the sub project located on land reclaimed from floods ( the ownership here may be contested)				
6	Is the subproject located in an area with designated natural reserves?				
7	Is the subproject located in an area with unique natural features?				
8	Is the subproject located in an area with endangered or conservation-worthy ecosystems, fauna or flora?				
9	Is the subproject located in an area falling within 500 meters of national forests, protected areas, wilderness areas, wetlands, biodiversity, critical habitats, or sites of historical or cultural importance?				
10	Is the subproject located in an area which would create a barrier for the movement of conservation-worthy wildlife or livestock?				
11	Is the subproject located close to groundwater sources, surface water bodies, water courses or wetlands?				
12	Is the subproject located in an area with designated cultural properties such as archaeological, historical and/or religious sites?				



13	Is the subproject in an area with religious monuments, structures and/or cemeteries?				
14	Is the project located in an area from where people have been displaced?				
15	Is the project located in an area where IDPs are temporarily settled?				
16	Is the project in a politically sensitive area?				
17	Is the subproject in a polluted or contaminated area?				
18	Is the subproject located in an area of high visual and landscape quality?				
19	Is the subproject located in an area susceptible to landslides or erosion?				
20	Is the subproject located in an area of seismic faults?				
21	Is the subproject located in a densely populated area?				
22	Is the subproject located on prime agricultural land?				
23	Is the subproject located in an area of tourist importance?				
24	Is the subproject located near a waste dump?				
25	Does the subproject have access to potable water?				

26	Is the subproject located far (1-2 kms) from accessible roads?				
27	Is the subproject located in an area with a wastewater network?				
28	Is the subproject located in the urban plan of the city?				
29	Is the subproject located outside the land use plan?				
	Flood Response				
30	Will the subproject involve clearance of site from flood debris and damaged building material?				
31	Will the subproject involve clearance of hazardous material/solvents/chemicals for site clearance?				
32	Are there any landfills or waste dumps or municipal exist in the surrounding of the subproject for flood and construction waste disposal?				
33	Is the sub-project building is partially or fully damaged?				
34	Is drinking water contaminated due to floods?				
35	Is there space available for construction material storage in case of fully damaged facility?				
36	Is construction material available locally?				
37	Is there any issue in transportation of construction material?				

## Sample Physical Survey report (Technical)

Name of Facility \_\_\_\_\_ Type: \_\_\_\_\_ BHU: \_\_\_\_\_ RHC: \_\_\_\_\_

Cate D: \_\_\_\_\_

DHIS Code: \_\_\_\_\_ District: \_\_\_\_\_

Site coordinates N: \_\_\_\_\_ E \_\_\_\_\_ Elevation: \_\_\_\_\_

List of the actual accommodation to be found in these facilities such as wards, consultation rooms, operating theatres, etc. \_\_\_\_\_

## Status of old building and requirement for future intervention

## Type of existing structure:

Temporary/Kacha/Mud Structure \_\_\_\_\_ Permanent/Pakka/RCC \_\_\_\_\_ Semi-Permanent/TR Girder \_\_\_\_\_

Shape of proposed site: Square \_\_\_\_\_ Rectangular \_\_\_\_\_ Irregular \_\_\_\_\_

Size of proposed site: Length: \_\_\_\_\_ Width: \_\_\_\_\_ Area(ft): \_\_\_\_\_

Level of proposed site: Plain: \_\_\_\_\_ Depression: \_\_\_\_\_ High: \_\_\_\_\_ Rain water drain out from building: Yes: \_\_\_\_\_

NO: \_\_\_\_\_

Type of soil on proposed site: Ordinary \_\_\_\_\_ Hard \_\_\_\_\_ Compacted Gravel \_\_\_\_\_ Soft rock \_\_\_\_\_ Water logging soil \_\_\_\_\_

Access to proposed site: Kacha Road \_\_\_\_\_ Pakka Road \_\_\_\_\_ Any other \_\_\_\_\_

Dismantling required: Yes: No: \_\_\_\_\_ If yes

What kind of structure will be dismantled: Mud \_\_\_\_\_ Apprx. Quantity \_\_\_\_\_ Bricks \_\_\_\_\_ Apprx.

Quantity \_\_\_\_\_ Concrete \_\_\_\_\_ App. Quantity \_\_\_\_\_

Does existing building have boundary wall? Yes: \_\_\_\_\_ No: \_\_\_\_\_ If Yes Type of

existing boundary wall: Kacha \_\_\_\_\_ Pakka/Block/Brick Work \_\_\_\_\_

Condition of existing boundary wall: Good: \_\_\_\_\_ Needs to be repair: \_\_\_\_\_

Needs to be painted \_\_\_\_\_ Needs to be new constructed \_\_\_\_\_

If new boundary wall is required, Type of boundary wall for proposed site: Kacha: \_\_\_\_\_ Pakka: \_\_\_\_\_

<p><b>Is there main gate for the building:</b>(If Yes) Yes:_____NO:_____</p> <p>What is the condition of existing facility gate: Good:_____Needs repair: _____Needs to be painted:_____ Needs to be replaced with the new one:(If Yes) Yes:_____NO:_____</p> <p>What will the size of gate? Height (in feet)_____Width(in feet)_____</p>
<p><b>Tick the facilities that are present in existing:</b> Staff Room_____MS Room_____</p> <p>Multi-purpose hall, IT Lab, Laboratory Room, Multipurpose area, Clerk office &amp; Security Guard room</p>
<p><b>Tick the facilities that are additionally required to be constructed at proposed site:</b></p> <p>Staff Room, MS Room Multi-purpose hall, IT Lab, Laboratory Room, Multipurpose area, EC Room, Side room, Clerk office &amp; Security Guardroom</p>
<p><b>Availability of basic utilities at proposed site</b></p>
<p><b>Does building have provision of electricity</b> (If Yes):Yes_____No____, Type WAPDA_____Solar_____ Does it need any repair (If Yes):Yes___No_____Provision: Yes_____,No_____ Is it possible to provide electricity connection to proposed site: Yes_____No_____</p> <p>Others:_____</p>
<p><b>Does existing building have provision of gas pipeline</b> (If Yes): Yes,___No:___ Location of gas pipeline for proposed site: Under the site Yes_____No_____</p> <p>Pipe line near the site (If Yes)Yes_____No_____Distance of main pipeline from proposed site (in feet)_____</p> <p>Is it possible to provide gas connection to proposed site: If no Yes___No_____Other:_____</p>
<p>Is PTCL cable passing through the proposed site: Yes_____NO:_____</p>
<p><b>Status of previously existing Toilets</b></p>
<p>1.Soakage pit: Yes:_____No:_____NA_____Septic tank: Yes_____, No_____Total Number of Toilet:_____</p> <p>Number of Functional toilet _ Number of Nonfunctional_____Ventilators made: Yes,_____No:_____</p> <p>On raised platform:(If Yes) Yes_NO_____ Ramp constructed: (If Yes) Yes_____No_____</p> <p>Type of ramp: Steep_____Aligned/appropriate_____ Other:_____</p> <p>Reason of nonfunctional dry pit toilet: Mention reason-----</p>
<p>2.Flush Tank: Yes:_____No:_____NA_____Total Number of Toilet:_____Number of Functional toilet _____</p> <p>Number of Nonfunctional_____Ventilators made: Yes___NO:_ On raised platform: (If Yes) Yes,___No_____ Ramp constructed:(If Yes) Yes_No:_____</p> <p>Type of ramp: Steep___Aligned/appropriate_____</p> <p>Other: _Reason of nonfunctional dry pit toilet: Mention reason_____</p>
<p><b>3.Staff Toilet</b> _____Number of Functional Toilet_____Number of Nonfunctional_____</p>

<p>Ventilators made: Yes_NO: _____ On raised platform:(If Yes) Yes _____ No _____</p> <p>Ramp constructed:(If Yes) Yes _____ No: _____ Type of ramp: Steep _____ Aligned/appropriate</p> <p>Hand rail fixed with ramp: Yes, ____NO: ____</p> <p>Other: _____ Reason of nonfunctional staff toilet: _____</p>
<b>Construction of additional toilets at proposed site</b>
<p><i>Number of additional toilet required for the proposed site:</i> _____</p> <p>Type of toilet for the proposed site: staff: Yes _____ No _____</p> <p>Septic tank: yes _____, No _____soakage pit: Yes, _____ NO _____flush tank: Yes _____, No _____</p> <p>Size of Toilet _____Length (in feet) _____Width (in feet) _____Height (in feet)</p> <p>Total Numbers: _____</p> <p>Complete Toilets including all facilities (flooring, tiling, lighting, WCs, painting, ramp etc)</p> <p>Water storage tank for building required: Yes, _____No _____</p>
<b>Status of existing hand washing/Lavatory area and requirement for future intervention</b>
<p>Is hand washing area available: (If Yes) Yes _____ NO _____ Is it Functional (If No) Yes _____ NO _____</p> <p>What type of maintenance is required for making it functional.</p> <p>Needs Minor repair _____Needs to be constructed again _____Other: _____</p>
<b>Comments if any:</b>

**Annexure-05**

<b><u>Site Information</u></b>				
<b>Health Facility Name</b>				
<b>Health Facility Category</b>				
<b>Basic construction type:</b>		(ie temporary, semi-permanent or permanent)		
<b>Size and area of Health Facility (external dimensions)</b>		(X feet x Y feet = Z square feet)		
<b>Appropriateness</b>		is the site dry, muddy, water-logged; is there any standing water; is there any danger of earth slips, landslides, etc		
<b>General formation</b>		is the site flat, steeply or gently sloping, undulating, etc		
<b>Special features:</b>		are there any streams or rivers running through or close to the site; is there any danger of flooding; are there any dangerous unprotected banks to streams or rivers; are there any large or dangerous trees; are there any power cables crossing the site, etc.		
<b>Access:</b>		are there any access roads onto the site; if so what is their condition		
<b><u>External Services</u></b>				
<b>Can the External services be renovated or should it be demolished and replaced?</b>		Renovate	Demolished	
<b>Can the External services be renovated or should it be demolished and replaced?</b>		Renovate		
<b>Structure/Material Type of External Services</b>		(ie Pre Cast , PVC, Steel, BT etc)		
<b>List of External services that are required to be provided according to the EHSP and international standards for that specific hospital category</b>				
Element	Size (Nos, length, width , Depth or Dia)	Type & Material	Present Condition (1-4)	Defects/ work required
Access roads				
Paths & steps				
Retaining walls				
Water reticulation/Supply				

External Paving / PCC Road				
Storm Drains				
Sui Gas Supply				
Soil & Waste Installation				
Electrical Installation				
Transformer				
HT/LT Pole				
Manhole				
Septic tanks & soak-ways				
Well				
Pump				
Water tank				
Perimeter fence and gate				
Telecommunications and other communication system connections				
Street lighting systems				
Other				

- 0 = not applicable
- 1 = good,
- 2 = average
- 3 = poor
- 4 = requires demolition

Any further comments:

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Consultant's recommendations on how to incorporate the missing services:

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**Annexure-06**

<b>Building External Structure &amp; Finishes</b>			
BUILDING NAME OR NUMBER (as shown on site drawing)			
Basic construction type:		(ie temporary, semi-permanent or permanent)	
Can the building be renovated or should it be demolished and replaced?		Renovate	Demolish
Size and area of building (external dimensions)		(X feet x Y feet = Z square feet)	
Structure Type			
Number of Floors		Basement, ground floor and upper floors	
Number, type and size of rooms		(ie Rooms L x W X H)	
Element	Type & Material	Present Condition (1-4)	Defects/ work required
Roof Finish			
Roof Structure			
Foundations			
Fascias, eaves & verge boards			
Paint to fascias, eaves & verge boards			
External Walls			
External Wall Surface finishing			
Columns & Beams			
Windows & Fittings/Chowkat			
Doors & Fittings/Chowkat			
Floor			
Veranda Floor			
Veranda columns & beams			
Veranda ceiling & soffits			
Damp Proof Course			
Stair/Ramp/Lift			
Veranda Columns & Beams			
Sills, Lintels & Sun Sheds			
Parapet Wall			
Other			

- 0 = not applicable
- 1 = good
- 2 = average
- 3 = poor
- 4 = requires demolition

Any further comments:

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<b>Building Internal Structure &amp; Finishes</b>			
<b>Element</b>	<b>Type &amp; Material</b>	<b>Present Condition (1-4)</b>	<b>Defects/ work required</b>
Ceiling/Roof			
Internal Walls of Room			
Internal Wall of Bath			
Internal Wall Surface finishing			
Internal columns & beams			
Paint: walls & ceilings			
Internal Doors & fittings			
Internal Windows & fittings			
Floor			
Wash Hand Basin, Sinks & sanitary fittings			
WCs			
Timber decay and infestation			
Shelves & Cupboards			
Internal Electrical installation			
Internal water Supply			
Internal Sui Gas Supply			
Other			

- 0 = not applicable
- 1 = good
- 2 = average
- 3 = poor
- 4 = requires demolition

Any further comments:

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## **Annexure-07**

### **Site Information**

- **Appropriateness:** is the site appropriate for a Health facility; is the size adequate.
- State the size of the site in square ft.
- **General formation:** is the site flat, steeply or gently sloping, undulating, etc.
- **Condition:** is the site dry, muddy, water-logged; is there any standing water; is there any danger of earth slips, landslides, etc.
- **Access:** are there any access roads onto the site; if so what is their condition.
- **Special features:** are there any streams or rivers running through or close to the site; is there any danger of flooding; are there any dangerous unprotected banks to streams or rivers; are there any large or dangerous trees; are there any power cables crossing the site, etc.
- **Comments:** comment on any other factors affecting the site.

### **External Services**

- **Access road:** is there an entrance road; is it in good condition; are there any defects.
- **Site paths/steps:** are they complete; are there any visible defects.
- **Retaining walls:** are they properly built and complete; are there any cracks or other visible defects or reasons to suspect that there might be defects; are there any parts of the site that require retaining walls that do not have them.
- **Water reticulation:** are water pipes of an adequate size and to the correct specification; are they buried at the correct depth, etc.
- **Electrical reticulation:** are any overhead cables high enough; are the cables of an adequate size; are they properly fixed to buildings; are any underground cables armoured cables or in proper conduits; are they buried at the correct depth, etc.
- **Storm-water drains:** are there any surface water drains; are they functioning; do they drain adequately; is there an outflow; are there any defects; what is the general condition.
- **Soil and waste installation:** are they functioning; are there any visible defects.
- **Septic tanks/soakaways:** are there any visible defects.
- **Well:** is there a well(s); is there any water in the well(s); is the well deep enough to contain water at the end of the dry season; is the well covered; is the well clean or dirty. State the distance between any well and the nearest septic tank and soakaway.

- **Pump:** is there a hand or electric pump; if so, is the pump functioning.
- **Water tanks:** are there any water tanks; are they connected/functioning.
- **Perimeter fences, walls and gates:** are they complete; are there any visible defects.

**Comments:** comment on any defects, unfinished work, etc.

State the quality of all the above as existing on a scale of 1 to 4

0 = not applicable 1 = good 2 = average 3 = poor 4 = requires demolition

### **Building: External Structure and Finishes**

- Roof finish: comment on construction, materials, finish, laying, any visible defects, etc.
- Roof structure: comment on visible roof timbers and on quality of timber, joints, etc.
- Fascias, eaves and verge boards: comment on quality of timber, jointing and painting.
- Fascias, eaves and verge boards: comment on paint finish.
- Gutters and flashings: comment on construction and finish; any visible leaks.
- Walls: comment on construction, rendering and finish; are there any visible defects.
- Walls and external ceilings: comment on paint finish.
- Wall columns and beams: comment on construction, finish; are there any visible defects.
- Windows and fittings: comment on construction, finish, fittings, ironmongery; are there any visible defects.
- Doors and fittings: comment on construction, finish, fittings, ironmongery; any visible defects.
- Windows and doors: comment on paint finish.
- Veranda floors: are they complete; in good condition; are there any visible defects.
- Veranda columns and beams: comment on construction; finish; are there any visible defects.
- Veranda ceiling and soffits: comment on construction and finish of any soffit or ceiling boards; any visible leaks.
- Foundations: comment on adequacy of depth and construction; any visible defects.
- Paving around building: is the paving complete; in good condition; any visible defects.
- Storm-drains: are they complete; in good condition; are there any visible defects.
- Water installation: is the installation complete with fittings; is the installation adequate for its purpose; are there any visible defects.

- Soil and waste installation: is the installation complete with fittings; is the installation adequate for its purpose; are there any visible defects.
- Electricity installation: is the installation complete with fittings; is the installation adequate for its purpose; are there any visible defects.

Other: comment on any other finishes or features, etc.

State the quality of all the above as existing on a scale of 1 to 4

0 = not applicable 1 = good 2 = average 3 = poor 4 = requires demolition

Note: Separate report to be completed for each building.

### **Building: Internal Structure and Finishes**

- Ceiling: construction, finish, condition, any visible leaks from roof or other defects.
- Walls: finish; any visible defects.
- Wall tiling: any wall tiling; finish; any defects.
- Wall columns and beams: construction, finish; any visible defects.
- Paint: walls and ceilings: comment on finish and quality.
- Internal doors: type, construction, finish, fittings, ironmongery; any visible defects.
- Paint: doors, windows and fittings: comment on finish and quality.
- Floors: finish, condition; any visible defects.
- Floor tiles: comment on quality of tiles and laying; any defects such as subsidence.
- Sinks and sanitary fittings: any sinks, taps, etc; are installations complete; are installations functioning; any defects visible.
- WCs: any WCs fitted; are they functioning.
- Water tanks: are water tanks fitted in toilets; are they functioning.
- Water installation: is the water installation connected; is it functioning.
- Shelves and cupboards: any fitted; finish; any defects.
- Electricity installation: is installation complete with fittings; is installation adequate; any visible defects.
- Other: comment on any other fittings, fixtures, finishes, etc.

State the quality of all the above as existing on a scale of 1 to 4

0 = not applicable 1 = good 2 = average 3 = poor 4 = requires demolition

**Note:** Separate report to be completed for each building. The buildings shown in the tables below are examples not actual buildings.

### Annexure-08

<b>CEMONC SERVICES: Accommodation Necessary to Provide CEMONC Services</b>		
<b>Accommodation</b>	<b>Existing Accommodation in Hospital (please tick)</b>	<b>New Accommodation to be Provided (please tick)</b>
<b>Maternity</b>		
Reception & Triage		
Waiting Area		
Delivery Room (2 beds)		
Sluice Rooms		
Ante-Natal Ward (3 beds)		
Post-Natal/Recovery Ward (3 beds)		
<b>Office for Gynaecologist</b>		
<b>Washroom for Gynaecologist's Office</b>		
<b>Office for Principal medical officer</b>		
<b>Washroom for Principal medical officer's</b>		
<b>Office for Medical Officers</b>		
<b>Washroom for Medical Officer</b>		
Nurse's Station		
Nursery with space for 6 incubators		
Staff Entrance, Changing and Toilets (male and female)		
Clean Utility Room		
Dirty Utility Room		
Medical Store		
Non-medical Store		
<b>C-Section Operating Theatre</b>		
Preparation/Waiting Area (2 beds)		
Recovery Area (2 beds)		
Operating Theatre		
Scrubs/Gowning Area		
Neo-Natal Resuscitation Area		

Male & Female Staff Changing, Showers & Toilets		
Blood Storage Room		
Nurse's Station		
Clean Utility Room		
Dirty Utility Room		
<b>Central Sterile Services Department (with easy access to OT)</b>		
Male & Female Staff Changing, Showers & Toilets		
Dirty Acceptance Area		
Washing Area		
Sterilisation Area		
Sterile Store and Delivery/Handover Area		
Day-care with children playing area		

<b>BEMONC SERVICES: Accommodation Necessary to Provide BEMONC Services</b>		
<b>Accommodation</b>	<b>Existing Accommodation in Hospital (please tick)</b>	<b>New Accommodation to be Provided (please tick)</b>
Reception & Triage		
Waiting Area		
Delivery Rooms (No depends on No of deliveries per day)		
Sluice Rooms (1 per delivery room)		
Ante-Natal Ward (2 beds per delivery room) & toilets/showers		
Post-Natal/Recovery Ward (2 beds per delivery room) & toilets/showers		
Nurse's Station		
Staff Entrance, Changing and Toilets (male and female)		
Clean Utility Room		
Dirty Utility Room		
Equipment Store		
General Store		
Staff Room & Kitchen		
Sterilisation Room		



<b>EHSP Services: Accommodation Necessary to Provide EHSP Services</b>		
<b>Accommodation (List accommodation necessary to provide EHSP services)</b>	<b>Existing Accommodation in Hospital as per EHSP (please tick)</b>	<b>New Accommodation to be Provided (please tick)</b>
<b>Medical Unit</b>		
Office for Physician		
Washroom for Physician's Office		
Office for Principal Medical Officer		
Washroom for Principal medical officer's		
Office for Senior medical officer/ Medical officer		
Washroom for Senior medical officer/ Medical officer		
Nursing Station		
Room for Pharmacist/ Clinical Technologist (Pharmacy)/ Clinical Technician (Pharmacy)		
Room for Physiotherapist/ Physiotherapy Technician		
Room for Clinical Technologist (Pathology)/ Clinical Technician (pathology)		
Examination & Procedure room		
Medical store		
Non-medical store		
LHV / Population welfare room with washroom		
EPI room with regular & alternate electricity system		
In-Patient Female 04 bed Ward with washrooms		
In-Patient Male 04 bed Ward with washrooms		
<b>Paediatrics Unit</b>		
Office for Paediatrician		
Washroom for Paediatrician's Office		
Office for Senior medical officer/ Medical officer		
Washroom for Senior medical officer/ Medical officer		
Nursing Station		

Examination & Procedure room		
Medical store		
Non-medical store		
In-Patient 10 bed Ward with washrooms		
<b>Accident and Emergency Unit</b>		
Office for Anaesthetist		
Washroom for Anaesthetist's Office		
Office for Senior medical officer/ Medical officer		
Washroom for Senior medical officer/ Medical officer		
Central registration point for Emergency		
Nursing Station		
Room for Clinical Technologist (Anaesthesia)/ Clinical Technician (Anaesthesia)		
Examination & Procedure room		
Medical store		
Non-medical store		
In-Patient Female 02 bed Ward with washrooms		
In-Patient Male 02 bed Ward with washrooms		
<b>Surgical Unit</b>		
Office for Surgeon		
Washroom for Surgeon's Office		
Office for Principal Medical Officer		
Washroom for Principal medical officer's office washroom		
Office for Senior medical officer/ Medical officer		
Washroom for Senior medical officer/ Medical officer		
Nursing Station		
Room for Clinical Technologist (Surgical)/ Clinical Technician (Surgical)		
Examination & Procedure room		
Medical store		
Non-medical store		

In-Patient Female 04 bed Ward with washrooms		
In-Patient Male 04 bed Ward with washrooms		
Operation Theatre (OT) with scrub / washing area, changing room,		
Operation Theatre with (sterilization room and generator room)		
Preoperative room		
Recovery Room		
<b>Radiology Unit</b>		
Office for Radiologist		
Washroom for Radiologist's Office		
Office for Senior medical officer/ Medical officer		
Senior medical officer/ Medical officer office washroom		
X ray room with darkroom facility		
Nursing Station		
Room for Clinical Technologist (Radiology)/ Clinical Technician (Radiology)		
Examination & Procedure room		
Medical store		
Non-medical store		
<b>Dental Unit</b>		
Office for Dental surgeon		
Washroom for Dental surgeon Office		
Office for Senior medical officer		
Washroom for Senior medical officer's office washroom		
Dental Operatory Room		
Dental operatory Room's washroom		
Room for Clinical Technician (Dental)		
Medical store		
Non-medical store		
<b>Overall in Hospital</b>		

Central registration point / reception with computerized and paper records		
Office for Medical Superintendent		
Washroom for Medical Superintendent office		
Office for Deputy Medical Superintendent		
Washroom for Deputy Medical Superintendent office		
Waiting areas with washrooms		
A big room for any meeting/ Academic activity		
Health education / Training room / ORT corner		
Laboratory		
Kitchen		
Mortuary and postpartum room		
Residences for staff		
Residences for officer Staff		
Pharmacy		
Public washrooms		
Parking area (with shades) for staff and visitors		
BCC and family planning counsel area		
Security Guard Room		

Any further comments:

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**Note:** Separate report to be completed for each building

**Annexure-09****Flood Assessment**

<b>Sr.No</b>	<b>Hospital Name</b>	<b>Is the building in close proximity to the river and vulnerable to flooding? If so, please provide the distance from the river.</b>	<b>Building Name</b>	<b>When was the building constructed?</b>	<b>Has the building ever been affected by floods? If yes, to what extent? Also, what is the current condition of the building?</b>	<b>Is the building vulnerable to potential future flooding?</b>	<b>If the building is vulnerable to potential future flooding, what are the consultant's recommendations for measures that need to be taken to avoid damage by any future floods?</b>	<b>If the consultant is recommending the construction of new building/s, will it adhere to the Rivers Protection Ordinance of 2002?</b>

Any further comments:

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**Note:** Separate report to be completed for each building

**Annexure-10****General Area Information of Hospital**

Hospital Name	
Hospital Category	
Terrain Type	
Area required for CAT-D Hospital as per EHSP	
Total Area of Hospital	
Footprint Area (sqft) (Overall size of existing structures)	
Space within the hospital premises which may be utilized for the new construction of a building(s) (sqft)	
Should the required area for constructing the new proposed building(s) not be available, would it be necessary to acquire additional land?	

Any further comments:

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**Note:** Separate report to be completed for each building

**Annexure-11**

<b>STRUCTURAL ASSESSMENT CHECKLIST (checklist to be provided for each building)</b>				
Facility Name				
BUILDING NAME OR NUMBER (as shown on site drawing)				
Basic construction type:		(ie temporary, semi-permanent or permanent)		
When was the building constructed?				
Structure Type				
Type of tests that are performed.				
Does the building comply with the building code of Pakistan, seismic provisions of 2007, and the Fire Safety provisions of 2016?				
Is the hospital building designed for its current medical purpose?				
<b>Element</b>	<b>Yes</b>	<b>No</b>	<b>Present Condition (1-4)</b>	<b>Defects/ work required/Remarks</b>
Has the hospital building undergone any major renovations or expansions?				
Is there a record of regular inspections and maintenance activities?				
Are the foundations in good condition with no signs of significant settling, shifting, or structural settlement?				
Are there any signs of moisture infiltration or water damage in the foundation walls or basement?				
Are the building's foundation and footings adequately designed and sized for the structure's load?				
Has there been any history of subsurface issues, such as soil				

settlement or sinkholes, in the vicinity of the building?				
Are there any visible cracks or damage to load-bearing walls or columns?				
Are beams and structural supports free from signs of corrosion or significant deterioration?				
Are earthquake-resistant features (if any) in good working order?				
Is there any visible damage to load-bearing walls, such as cracks or bulging?				
Are the building's structural supports, including columns and beams, free from signs of corrosion, rust, or damage?				
Is the building's exterior envelope insulated adequately for energy efficiency and climate control?				
Is the building's façade free from signs of deterioration, such as spalling concrete or crumbling masonry?				
Has the building undergone any seismic retrofitting or reinforcement to meet current earthquake safety standards?				



Is the roof structure free from significant damage or leakage?				
Is the roof structure designed to withstand the local climate conditions, including heavy rainfall, snow loads, or high winds?				
Is the roofing material in good condition, with no significant leaks or damage?				
Are there adequate roof drains and gutters to manage rainwater runoff?				
Are there any signs of sagging or deformation in the roof , Beams, & Lintel structure?				
Are there any signs of water damage or mold growth inside the building?				
Are there any concerns about the structural integrity of partitions or non-load-bearing walls that may impact space planning or renovations?				
Have previous structural assessments or inspections identified any ongoing concerns or recommendations?				
Based on the tests performed and the information provided above, what is the structural assessment of the building?				<ul style="list-style-type: none"> <li>• 0 = not applicable</li> <li>• 1 = good</li> <li>• 2 = average</li> <li>• 3 = poor</li> <li>• 4 = requires demolition</li> </ul>

Based on the assessment, is the hospital building safe for occupancy and medical operations?

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The consultant's recommendations on whether the building requires renovation, extension, or demolition.

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Any further comments:

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**Note:** Separate report to be completed for each building

**-Annexure-12**

<b>Design Phase (I)</b>				
<b>S.no</b>	<b>Position</b>	<b>No of</b>	<b>Input</b>	<b>Total</b>
		<b>Personne l</b>	<b>(Staff Months)</b>	<b>Staff Months</b>
	<b>Key Staff (I-A)</b>			
1.	Project Manager/Team Lead	1	6	6
2.	Planning Engineer / Project Coordinator	1	6	6
3.	Hydrology Expert	1	6	6
4.	Junior Hydro Expert	4	6	24
5.	Environmental Specialist	1	6	6
6.	Junior Environmentalist	4	6	24
7.	Social Safeguard Specialist	1	6	6
8.	Geotechnical Engineer	1	6	6
9.	Junior Geotechnical Engineer	4	6	24
10.	Principal Architect	1	6	6
11.	Junior Architect	4	6	24
12.	Principal Structure Engineer	1	6	6
13.	Junior Structure Engineer	4	6	24
14.	Principal Electrical Engineer	1	6	6
15.	Junior Electrical Engineer	4	6	24
16.	Principal Mechanical Engineer	1	6	6
17.	Junior Mechanical Engineer	4	6	24
18.	Health Planner	1	6	6
19.	Assistant Health Planner	4	6	24
20.	Contract Engineer	1	6	6
	<b>Total (I-A)</b>		<b>120</b>	<b>264</b>
	<b>Non Key Staff (I-B)</b>			
21.	Quantity Surveyor	8	6	48
22.	Cad Operator	8	6	48
23.	Surveyor	4	2	8
24.	Surveyor Helper	8	2	16
	<b>Total (I-B)</b>		<b>16</b>	<b>120</b>
	<b>Grand Total (Total I-A + Total I-B)</b>		<b>136</b>	<b>384</b>
<b>Supervision Phase (II)</b>				
	<b>Key Staff (II-A)</b>			
1.	Resident Engineer	2	12	24
2.	Assistant Resident Engineer	4	12	48
3.	Material Engineer	4	12	48

4.	Environmental Specialist	1	12	12
5.	Social Safeguard Specialist	1	12	12
	<b>Total (II-A)</b>		<b>60</b>	<b>144</b>
	<b>Non Key Staff (II-B)</b>			
6.	Inspector (Civil)	8	12	96
7.	Inspector (E&M)	4	12	48
8.	Quantity Surveyor	4	12	48
	<b>Total (II-B)</b>		<b>36</b>	<b>192</b>
	<b>Grand Total (Total II-A + Total II-B)</b>		<b>96</b>	<b>336</b>
	<b>Grand Total Design and Supervision</b>		<b>232</b>	<b>720</b>

**Annexure-13****Requirements for staffing:**

<b><u>Title</u></b>	<b>Team Leader / Project Manager (the Engineer) for both Phases</b>
<b><u>Qualification</u></b>	<b>BE Civil Engineering (16 years of education), preferably master's in civil engineering, Construction Management, Project Management or related field.</b> Project Management Professional (PMP) Certified preferred
<b><u>Experience</u></b>	At least 13-16 years of relevant experience in building projects and required to have familiarity with the construction practices, knowledge of project management, construction management and implementation of environmental & social safeguards Should have worked on one multi-year WB/ADB project. B.Sc. Engineering- with minimum 16 Years of relevant experience or M.Sc. Engineering- with minimum 13 Years of relevant experience PEC certified professional engineer World Bank/ADB, Donor funded project experience

<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>● Reports to the Client and focal person of the firm.</li> <li>● Assumes overall responsibility for management and supervision of the team.</li> <li>● Under takes responsibility for satisfactory completion of project as per design, specifications and on agreed cost and time frame.</li> <li>● Works as the “the Engineer”/Project Manager as per Client’s agreement for the assigned engineering and supervision activities with the best professional and consulting standards to ensure that the assignment is completed satisfactorily.</li> <li>● Give feedback during the design phase for each of the facilitates to the principal architect and structure engineer and make sure overall progress and quality is achieved as per best international practices. Responsible for preparation of the specifications related to the structure elements and overall sub-projects in consultation with the Architect and TL.</li> <li>● Keeps the Client informed of technical issues and the progress of all works both by direct contacts and through discussions or correspondence.</li> <li>● Attends, at Project level, all meetings as required and keep a record of all such meetings.</li> <li>● Assists Clients in preparation of annual work plan and budget.</li> <li>● Assists the Client in any project issue which the Employer may require.</li> </ul>
	<ul style="list-style-type: none"> <li>● Assists in preparation of all reports and the project completion report(PCR).</li> <li>● Assists the Client in preparing the response to Audit queries.</li> <li>● Assists the Client in preparing response to financiers or other authority’s queries, observations, requirements etc.</li> <li>● Coordinates with all related Client’s organizations for project issues, coordinates with M&amp;E and Development section in fulfilling project objectives.</li> <li>● Ensure adherence and implementation of ESMP guidelines at all the project focused sites</li> <li>● Certify and develop IPCs of all the payments alongwith supporting Documents and submit to the Client for approval and payment</li> </ul>

<b><u>Title</u></b>	<b>Environmental Specialist</b>
<b><u>Qualification</u></b>	B.Sc. Environmental Engineering, M.Sc.in Environmental Sciences, or equivalent qualification.
<b><u>Experience</u></b>	At least 12 years of relevant experience after acquiring the required qualification in managing environmental and health and safety risks and impacts of projects involving civil works. Strong knowledge of the World Bank EHS Guidelines & operational Policies on environmental and social safeguards
<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>● Conducting Initial Environmental Examination (IEE) and development of ESMP/relevant site-specific instrument for each project.</li> <li>● Conduct/Coordinate E&amp;S screenings of each site, and preparation of site specific E&amp;S instruments (ESMPs and RAPs) if identified in screening checklists.</li> <li>● Conduct environmental monitoring as per the site-specific ESMPs and prepare reports. Follow-up on previous reports and actions for closure.</li> <li>● Review of C-ESMPs prepared by the project contractors.</li> <li>● Prepare all Project HSE Plans and Procedures and insure its full implementation as per the project contract requirements</li> <li>● Participate in the HSE coordination meetings with the Consultant, Construction Contractors and various Subcontractors as might be required</li> <li>● Develop and maintain project HSE Risk Register, Job Safety Analysis (JSA), TRA etc.</li> <li>● Ensure adequate HSE input to construction prequalification and bid documents</li> <li>● Conduct safety audits and inspection at defined frequencies including preparing audit reports, following-up corrective actions and providing feedback to Project Management Team on all issues of concern</li> <li>● Conduct and/or facilitate the reporting and investigation of accidents/incidents and maintain oversight regarding the follow-up and close-out of corrective actions</li> <li>● Prepare Project risk management plan</li> <li>● Provide safe cover by devising and implementing health and safety programs</li> <li>● Investigate unsafe acts and situations and take measures to prevent recurrences</li> </ul>

	<ul style="list-style-type: none"> <li>● Mark hazardous areas with safety posters, hazard flashes and site safety campaign promotional materials</li> <li>● Interpret existing environmental regulations and develop plans to drive continual improvement actions</li> <li>● Develop and implement environmental management plans that focus on waste management and minimization</li> <li>● Facilitate root cause analysis in case of safety emergencies and create appropriate reports to document progress</li> <li>● Maintain a record of complaints related to environmental, health and safety aspects received and resolved during the project construction phase.</li> <li>● Participate in routine HSE activities including corrective actions, investigations and onsite audits</li> <li>● Ensure site restoration after completion of civil works in accordance with ESMF/ESMP guidelines.</li> </ul>
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<b><u>Title</u></b>	Social Safeguard Specialist
<b><u>Qualification</u></b>	Bachelors (16years)/Master's Degree in social sciences, sociology, social work, anthropology, development studies or equivalent qualification
<b><u>Experience</u></b>	At least 12 years of relevant experience after acquiring the required qualification in planning and implementing social safeguards with a focus on healthcare services. Strong communication, and project integration skills, understanding of the local context, including familiarity with social and cultural aspects. Prior knowledge of the World Bank EHS Guidelines & operational Policies on environmental and social safeguards desired.



<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>● Conduct thorough social impact assessments to identify potential impacts of the proposed construction on local communities and stakeholders.</li> <li>● Analyze social vulnerabilities and recommend measures to mitigate negative impacts of the subproject(s).</li> <li>● Engage with local communities, residents, and relevant stakeholders to understand their concerns and expectations regarding the construction project.</li> <li>● Facilitate open communication channels for reporting and redressal of grievances associated with the subproject.</li> <li>● Foster constructive relationships with the beneficiary communities.</li> <li>● Organize and facilitate community consultation sessions to gather input on project planning and implementation.</li> <li>● Ensure the incorporation of community feedback into decision-making processes for an inclusive social safeguard strategy.</li> <li>● Develop and implement social safeguard plans in collaboration with project managers, ensuring compliance with industry standards and regulations.</li> <li>● Integrate social considerations into the project's overall risk management strategy.</li> <li>● If applicable, oversee any resettlement and rehabilitation activities, ensuring the fair and equitable treatment of affected communities.</li> <li>● Monitor and report on the implementation of resettlement plans.</li> <li>● Identify and protect cultural heritage sites or artifacts that may be affected by the construction activities.</li> <li>● Collaborate with relevant authorities to ensure compliance with cultural heritage preservation standards.</li> <li>● Provide training and capacity-building for project staff and local communities on social safeguard principles and best practices.</li> <li>● Foster awareness of social responsibility within the project team.</li> </ul>
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<b><u>Title</u></b>	<b>Principal Architect</b>
<b><u>Qualification</u></b>	Bachelors( <b>16yearsofeducation</b> ) / Master's Degree in Architecture, Urban Planning, or related field

<b><u>Experience</u></b>	<p>The Principal Architect shall have at-least 10 years of relevant experience</p> <p>In designing buildings including. 5 years' relevant experience in design and construction of health facilities. Should have experience in sustainable design and climate smart construction.</p>
<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>● The Principal Architect Engineer would be responsible for preparation of architecture documents, functional specifications, design documents, and architecture diagrams according to project goals and objectives</li> <li>● Directly manage the development of architecture design and construction details in close coordination with the Health Planner and the Structural Engineer.</li> <li>● Ensure architecture design adheres to the established specifications and standards related to Health Facilities in cooperation with the Health Planner</li> <li>● Ensure projects comply with building by laws, safety regulations and budget</li> <li>● Ensure that the building designs do not negatively impact on the environment and the designs meets the industry standards for such facilities.</li> <li>● Plan best utilization of spaces available for new construction; and</li> <li>● Consider environment friendly and green aspect in the designs of the health facilities</li> <li>● Any other tasks assigned by the TL or the client</li> <li>● Working alongside health facilities planner the Principal Architect will develop a risk management plan for the healthcare facility design and construction, including identifying potential risks and developing mitigation strategies</li> <li>● Working alongside health facilities planner the Principal Architect will develop strategies for ensuring the sustainability of the healthcare facilities, including plans for routine maintenance, repairs, and upgrades.</li> <li>● Working alongside health facilities planner the Principal Architect will conduct research and analysis on the latest technologies and innovations in healthcare facility design and construction.</li> <li>● Working alongside health facilities planner the Principal Architect will develop a green healthcare facility design and construction plan, including the use of sustainable and eco-friendly</li> </ul>

	<p>materials, and promoting energy and water conservation.</p> <ul style="list-style-type: none"> <li>• Working alongside health facilities planner the Principal Architect will develop strategies for the inclusion of marginalized and vulnerable populations in the healthcare facility designs, such as people with disabilities, women, and children.</li> <li>• Working alongside health facilities planner the Principal Architect will develop a monitoring and evaluation plan for the healthcare facility design and construction, including indicators for measuring the impact of the project on health outcomes.</li> <li>• Working alongside health facilities planner the Principal Architect will develop a circular economy plan for the healthcare facility design and construction, including the use of materials and products that can be reused, repurposed, or recycled, and promoting a sustainable and zero-waste approach</li> </ul>
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<b><u>Title</u></b>	<b>Contract Engineer</b>
<b><u>Qualification</u></b>	Bachelor (16 years of education)/master's degree with a major in Civil Engineering, procurement, Law or related field
<b><u>Experience</u></b>	At least 10 years of relevant experience in Procurement and Contract Administration. Should have worked on at least two WB/ADB projects.
<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>• Assist in preparation of bidding documents, RFQs, RFBs and assists in procurement processes and contract terms and conditions as per World Bank Procurement Regulations</li> <li>• Assist in bid evaluation and overall procurement process from request through contract awards</li> <li>• Ensure efficient contract management and provide timely inputs to avoid time and cost over-runs.</li> <li>• Evaluate Contractor(s) claims and support in dispute resolution if required</li> <li>• Assist in contract administration and ensure compliances as per contract terms and conditions.</li> <li>• Provide early warning to both Contractor(s) and employers on any events</li> <li>• Keep checks on all contractual matters and make sure all the contractual terms and conditions are fulfilled</li> <li>• Any other tasks assigned by the TL or the client</li> </ul>

<b><u>Title</u></b>	<b>Principal Structural Engineer</b>
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<b><u>Qualification</u></b>	Bachelor's Degree ( <b>16 years of education</b> ) in Civil Engineering and preferably Master's in structure engineering. PEC certified professional engineer
<b><u>Experience</u></b>	At least (12) years relevant experience as Structural Design Engineer preferably of public Buildings such as health facilities and/or other civil structures like Bridges, warehouses etc. Should have experience of independently Designing structures.
<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>● Preparation of design criteria and Standards and finalization of the design codes to be adopted</li> <li>● Review and advice on seismically sound design standards and codes for buildings and other facilities involved in project</li> <li>● Guide the Architect and CAD operators towards carrying out the structure analysis and design of the buildings and allied facilities.</li> <li>● Provide details about existing structures, damages and assessment</li> <li>● Inspect the site and collect the condition data for the design review and finalization of the structural designs and necessary changes if any</li> <li>● Reviewing the structure design at appropriate intervals during the implementation.</li> </ul>
	<ul style="list-style-type: none"> <li>● Follow construction safety guidelines and incorporate in the structure designs</li> <li>● Choose appropriate materials based on structural specifications</li> <li>● Measure loads and pressures caused by environmental/natural disasters and accordingly design the facilities</li> <li>● Guide the CAD Team in preparation of Drawings and Details of all the structural elements in the designs and drawings.</li> <li>● Finalize the Structure Design Reports and assist in preparation of various reports and deliverables</li> <li>● Any other tasks assigned by the TL or the client</li> </ul>

<b><u>Title</u></b>	<b>Health Facilities Planner</b>
<b><u>Qualification</u></b>	Master's degree in Architectural, Civil Engineering, healthcare administration, healthcare management and a relevant degree in health planning.
<b><u>Experience</u></b>	At least 12 years of experience in health facilities planning and design.

<p><b><u>Job Description</u></b></p>	<p>The Health Facilities Planner will review all relevant documents and information including:</p> <ul style="list-style-type: none"> <li>• The KP MHSDP, the EHSP and the services required in BEmONC and CEmONC facilities.</li> <li>• Any existing policies and designs for health facilities at all levels and other relevant plans, regulation, standards, and studies.</li> <li>• The surveys of health facilities recently carried out in KP Province.</li> <li>• And all relevant international standards for health facilities published by WHO and similar organisations and all relevant international examples of good practice.</li> </ul> <p>He/she will prepare an analysis of the functional programmes and the functional relationships of the services that are required in each type of healthcare facility (BHUs, RHUs and Category C and D Hospitals) based upon the requirements of the EHSP and BEmONC and CEmONC services and prepare functional plans for each type of healthcare facility.</p> <p>The functional plans will be the basis for the calculation of the clinical and support spaces and staff that are required for each type of healthcare facility.</p> <p>When the functional plans for each type of healthcare facility have been agreed with the Health PMU, the Health Facilities Planner will prepare detailed briefing documents for each type of healthcare facility setting out the services to be provided; schedules of accommodation required to accommodate these services plus support spaces; and the functional plans and functional relationships between the various departments of each type of facility. These documents will be used by the design consultants who will design the new facilities.</p> <ul style="list-style-type: none"> <li>•</li> <li>• Reviewing the existing services and accommodation at the 189 healthcare facilities in terms of their provision of EHSP, BEmONC and CEmONC services and whether the existing accommodation is capable of accommodating these services.</li> <li>• Developing designs, in conjunction with the Architect, for the 187 Basic Health Units (BHUs), Rural Health Centers (RHCs), and Category B, C, and D hospitals that can provide the required EHSP, BEmONC and CEmONC services.</li> <li>• Ensuring that the 189 healthcare facility designs comply with the requirements of the EHSP, BEmONC and CEmONC services and other relevant government regulations and standards.</li> <li>• Developing a quality assurance plan for the healthcare facility designs and construction, including establishing quality</li> </ul>
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	<p>standards.</p> <ul style="list-style-type: none"> <li>● Developing a disaster risk reduction and management plan for the healthcare facilities, including identifying potential risks and vulnerabilities, and developing strategies for mitigating and responding to disasters.</li> <li>● Reviewing and assessing the availability of required healthcare equipment, furniture, and medical supplies, and providing recommendations for procurement to support the healthcare facility designs.</li> <li>● Providing technical assistance in the development of an environmental management plan for the healthcare facilities, including waste management, water and energy conservation, and green building practices.</li> <li>● Developing a health equity plan for the healthcare facility design and construction, including the promotion of health equity and reducing health disparities, and identifying strategies to ensure that healthcare services are accessible and affordable for all.</li> </ul>
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<b><u>Title</u></b>	<b><u>Hydrology Expert</u></b>
<b><u>Qualification</u></b>	Bachelor's Degree (16 years of education) in Civil Engineering or Hydrology and preferably Master's in Hydrology. PEC certified professional engineer
<b><u>Experience</u></b>	B.E with minimum 16 Years of relevant experience or Master's in Hydrology or Hydraulics engineering with minimum 12 Years of relevant experience. Experience in the field of hydrology, hydraulic modeling, and flood assessment is essential.
<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>● Conduct a thorough analysis of the construction site to identify and assess potential flood risks.</li> <li>● Utilize historical flood data, topographical maps, and hydrological models to understand the site's susceptibility to flooding.</li> <li>● Employ hydraulic modeling software to simulate flood scenarios and predict potential inundation areas.</li> <li>● Assess the impact of various flood events on the hospital site and surrounding infrastructure.</li> <li>● Develop detailed floodplain maps highlighting areas prone to flooding during different magnitudes of flood events.</li> <li>● Collaborate with relevant authorities to ensure accurate mapping and compliance with regulatory standards.</li> </ul>

	<ul style="list-style-type: none"> <li>● Propose and design flood mitigation measures to reduce the impact of flooding on the hospital project.</li> <li>● Collaborate with the project team to integrate mitigation strategies into the overall construction plan.</li> <li>● Ensure that the hospital construction project complies with all relevant floodplain management regulations.</li> <li>● Provide guidance on evacuation procedures and other safety measures.</li> <li>● Address concerns and queries related to flood risk management.</li> <li>● Having a strong command of hydraulic modeling and flood assessment.</li> </ul>
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<b><u>Title</u></b>	<b>Geotechnical Engineer</b>
<b><u>Qualification</u></b>	Bachelor's Degree (16 years of education) in Civil Engineering and preferably Master's in Geotechnical Engineering. PEC certified professional engineer
<b><u>Experience</u></b>	B.E with minimum 16 Years of relevant experience or Master's in Geotechnical engineering with minimum 12 Years of relevant experience. preferably experience in the field of Geotechnical engineering.
<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>● Conduct comprehensive geotechnical site investigations to analyze soil and rock properties.</li> <li>● Perform subsurface explorations, soil sampling, and laboratory testing to assess the geotechnical characteristics of the construction site.</li> <li>● Provide expert input into the design and selection of suitable foundations based on geotechnical data.</li> <li>● Collaborate with structural engineers to ensure that foundation designs meet safety and stability requirements for the hospital structure.</li> <li>● Assess and analyze slope stability to identify potential risks and recommend appropriate stabilization measures.</li> <li>● Provide input on earthworks and grading plans to ensure safe and stable construction.</li> <li>● Recommend and design ground improvement techniques, such as soil stabilization or reinforcement, to enhance the bearing capacity of the soil.</li> <li>● Ensure that ground improvement methods align with project specifications and standards.</li> <li>● Identify geotechnical risks associated with the construction site and propose mitigation measures.</li> <li>● Collaborate with the project team to develop strategies for managing and mitigating geotechnical challenges.</li> </ul>

	<ul style="list-style-type: none"> <li>● Oversee and monitor geotechnical aspects during construction to ensure adherence to design specifications.</li> <li>● Conduct regular inspections to assess the impact of construction activities on the geological conditions of the site.</li> <li>● Work closely with architects, structural engineers, and other stakeholders to integrate geotechnical considerations into the overall project design.</li> </ul>
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<b><u>Title</u></b>	<b>Planning Engineer / Project Coordinator</b>
<b><u>Qualification</u></b>	BE Civil Engineering (16 years of education), preferably master's in civil engineering, Construction Management, Project Management or related field. Project Management Professional (PMP) Certified preferred
<b><u>Experience</u></b>	At least 10 years of relevant experience in project management, construction management including planning, scheduling, and coordinating construction projects.
<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>● Develop detailed project schedules, considering all phases of the hospital construction project, from initial planning to completion.</li> <li>● Regularly update and adjust schedules to reflect changes in project scope, resource availability, and other factors.</li> <li>● Work closely with the project management unit to allocate resources efficiently, including manpower, equipment, and materials.</li> <li>● Ensure that resources are utilized effectively to meet project milestones.</li> <li>● Identify potential risks that could impact project timelines.</li> <li>● Develop and implement strategies to mitigate risks and prevent delays.</li> <li>● Collaborate with architects, engineers, and other stakeholders to gather project requirements and constraints.</li> <li>● Communicate project schedules and updates to ensure alignment with overall project goals.</li> <li>● Implement systems to monitor and track project progress against established schedules.</li> <li>● Generate regular reports detailing project status, highlighting any deviations from the planned timeline.</li> <li>● Ensure that construction activities adhere to quality standards and specifications.</li> <li>● Collaborate with the quality control team to address any discrepancies and maintain project integrity.</li> <li>● Work in conjunction with the project cost control team to align schedules with budget constraints.</li> </ul>



	<ul style="list-style-type: none"> <li>Identify and address any deviations from the planned budget related to project scheduling.</li> </ul>
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<b><u>Title</u></b>	<b>Principal Electrical Engineer</b>
<b><u>Qualification</u></b>	Bachelor's Degree (16 years of education) in Electrical Engineering and preferably Master's in electrical Engineer. Registration with PEC as a Professional Electrical Engineer.
<b><u>Experience</u></b>	At least 12 years of relevant experience with a focus on designing electrical systems for buildings, with 5 years of experience in hospital and warehouses design.
<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>Comprehensive knowledge of electrical design principles, codes, regulations, and industry standards applicable to healthcare facilities.</li> <li>Familiarity with sustainable design practices and energy-efficient solutions for electrical systems in healthcare facilities.</li> <li>Lead the design and development of electrical systems for the hospital, including power distribution, lighting, fire alarm, and other related systems.</li> <li>Proven experience in designing solar energy systems and familiarity with various types of solar panels, mounting structures, inverters, and balance of system (BOS) components.</li> <li>Oversee the testing and commissioning of electrical systems to ensure they meet performance standards and project requirements.</li> <li>Develop and execute commissioning plans for electrical components.</li> </ul>

<b><u>Title</u></b>	<b>Principal Mechanical Engineer</b>
<b><u>Qualification</u></b>	Bachelor's Degree (16 years of education) in Mechanical Engineering and preferably Master's in Mechanical Engineer. Registration with PEC as a Professional Electrical Engineer.
<b><u>Experience</u></b>	At least 10 years of relevant experience in mechanical engineering, with 5 years of experience in mechanical engineering design in health facilities and warehouses.

<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>• Comprehensive knowledge of mechanical design principles, codes, regulations, and industry standards applicable to healthcare facilities.</li> <li>• Experience and familiarity with sustainable design practices and energy-efficient solutions for mechanical systems in healthcare facilities</li> <li>• Experience with designing mechanical systems for specialized areas within a hospital, such as operating rooms, sterile processing areas, patient rooms, and HVAC systems for critical care units.</li> <li>• Implement energy-efficient solutions in the design and operation of mechanical systems to enhance the hospital's sustainability.</li> <li>• Stay informed about advancements in mechanical engineering technologies and recommend innovative, sustainable practices.</li> <li>• Oversee the commissioning process for mechanical systems and ensure their proper functionality.</li> <li>• Develop maintenance plans and collaborate with facility management for the ongoing operation of mechanical systems.</li> </ul>
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<b><u>Title</u></b>	<b>Material Engineer</b>
<b><u>Qualification</u></b>	Bachelor's Degree in (Civil Engineering) or BSc.(Geology)( <b>16 years of education</b> ).PEC certified professional engineer shall be required
<b><u>Experience</u></b>	At least (10) years of relevant experience as Material Engineer on Construction supervision projects
<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>• Conduct or supervise tests on raw materials or finished products in order to ensure their quality</li> <li>• He / She will assist and 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 material.</li> <li>• Design and direct the testing and/or control of processing procedures.</li> <li>• Monitor material quality/performance and evaluate material deterioration.</li> <li>• Plan and implement laboratory operations and procedures to check quality of product as per specification and performance standards.</li> <li>• Make recommendations for material selection based on design</li> </ul>

	objectives, such as strength, weight, heat resistance and Environment friendly aspects etc.
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<b><u>Title</u></b>	<b>Design Engineer Field</b>
<b><u>Qualification</u></b>	Bachelor's Degree in Civil Engineering Civil Engineering (16yearsofeducation). <b>M.Sc. in structural Engineering</b> PEC certified professional engineer shall be required
<b><u>Experience</u></b>	At least 10years'experience in building design related projects
<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>Assess the need for the construction needs and devise the scope of work of each construction facility, execute the surveys, get the initial data from the field for the design input and collect the Baseline data.</li> </ul>

	<ul style="list-style-type: none"> <li>Support in sharing the field level design input with the Architects at office level with the recommendation on most appropriate designs meeting the current construction norms.</li> <li>Review and recommend approval and/or issuing working drawings, approval of the setting out of the works, and instruction to the field staff on structural design.</li> <li>Assist in implementing the designs and coordinate for modifying the designs for cost effectiveness and technical suitability as per the design criteria and features shared if and when required.</li> <li>Ensure adherence and implementation of ESMP guidelines during the design phase of the project in the focused sites in respective district.</li> <li>Collect the data on ESMP checklist of the siting stage and endorsed the design input required for the purpose, i.e., provision of ramps with handrail, provision of toilets of disables, need for planters in the facilities</li> <li>Enter the data of ESMP checklists on dashboard of the siting stage and the enter the data as required.</li> <li>Review the designs shared by the architects and validate and take corrective if required on immediate basis.</li> <li>To collect and share the soft and hard copies of the construction drawings for the bidding process and clarify the design input where and when required.</li> <li>To check and confirm the validity of the design implemented during the construction phase.</li> <li>Provide feedback on variation at any stage to the team leader of any</li> </ul>
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	<p>construction activity and prepare support documents for submission and approvals.</p> <ul style="list-style-type: none"> <li>● Develop close coordination with the field engineer and field staff on a regular basis and update the progress.</li> <li>● Any other task assigned for the smooth implementation of the project and on ESMP guidelines.</li> <li>● Perform other duties as required for the success of Project and other tasks assigned by the TL.</li> </ul>
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<b><u>Title</u></b>	<b>Resident Engineer</b>
<b><u>Qualification</u></b>	Bachelor's Degree in Civil Engineering/ <b>(16years of education)</b> . PEC certified professional engineer shall be required
<b><u>Experience</u></b>	At least 12 years of experience in building and warehouse construction related projects

<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>● Supervise the scope of work, execute the surveys, get the initial Data from the design team and share the collected baseline data and supervise during the construction phase and provide technical Assistance for the purpose during the implementation of the project.</li> <li>● Ensure that construction activities comply with approved plans, specifications, and applicable regulations.</li> <li>● Work closely with the project scheduler to ensure that civil engineering activities align with the overall project timeline.</li> <li>● Overall responsible for quality assurance at the field and timely reporting to the TL/Project Manager of any field related issues.</li> <li>● Review and recommend approval and/or issuing working drawings, approval of the setting out of the works, and instruction to the field staff on structural design.</li> <li>● Assist in implementing the designs and coordinate for modifying the designs for cost effectiveness and technical suitability as per the design criteria and features shared when required.</li> <li>● Ensure adherence and implementation of ESMP guidelines at all the project focused sites in respective district.</li> <li>● Collect the data of ESMP checklist in coordination with the social safeguards specialist during different phases of project life.</li> <li>● Supervise the construction facilities in detail and report the progress of each activity in the field.</li> <li>● Provide feedback on variation at any stage to the team leader of any construction activity and prepare support documents for submission and approvals.</li> </ul>
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	<ul style="list-style-type: none"> <li>● Provide input for budget development and ensure that construction activities stay within approved financial parameters.</li> <li>● Enforce and promote a strong safety culture on the construction site.</li> <li>● Ensure that all civil engineering activities adhere to safety regulations and standards.</li> <li>● Maintain accurate and up-to-date records of all civil engineering-related activities, including daily reports, inspection logs, and change orders.</li> <li>● Prepare progress reports and other documentation as required by project management.</li> <li>● Develop close coordination with the field engineer and field staff on a regular basis and update the progress.</li> <li>● Provide input on updating the MIS dashboard set in Client by pursuing with the field team for uploading the stage wise data on regular basis.</li> <li>● Regularly follow up with the Contractor(s) for quality and progress of work and report accordingly.</li> <li>● Assist TL / Project Manager in Issuance of timely notices to the Contractor(s) for delay progress and quality issues by maintaining log book on site and report to the concerned stakeholders on urgent basis.</li> <li>● Any other task assigned for the smooth implementation by the Team Leader.</li> </ul>
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<b><u>Title</u></b>	<b>Field Engineer/Inspector</b>
<b><u>Qualification</u></b>	Bachelor's Degree in Civil Engineering ( <b>16 years of education</b> ) or 3 years Diploma of Associate Engineering
<b><u>Experience</u></b>	At least 5year's relevant experience in building construction related Projects in case of B.Sc. engineer and 8+years of experience in case DAE holder

<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>● Assist the Team Leader/Assistant Resident Engineer and other relevant staff in planning and supervision of construction activities.</li> <li>● Support all rehabilitation and construction activities undertaken by Contractor(s) in the relevant districts with improved coordination and timely technical inputs in order to effectively meet completion targets.</li> <li>● Supervise the implementation of the construction activities based on the design and specifications, review the design if required during the implementation, support Contractor(s) on procurement of project material as per standard specifications and guidelines provided by Material Engineer.</li> <li>● Undertake extensive field visits to assess the quality of construction activities, provide input on quality of material, initiate material tests through Contractor(s) where required as per guidelines to ensure quality.</li> <li>● Supervise Contractor(s) and provide advice and support to help overcome any shortcomings in the construction quality and management procedures.</li> <li>● Assist the Team leader/ Assistant Resident Engineer in timely submission of monthly progress reports on all rehabilitation &amp; construction activities undertaken in the respective districts.</li> <li>● Check the payments and forward to the RE/ARE on achievement of milestones as agreed in the contracts and ensure timely submissions of payments/bills.</li> <li>● Ensure testing of material at site from laboratory under the guidance of Material Engineer / TL/ RE/ARE.</li> <li>● Conduct regular field on project locations, guide and supervise process of schedule implementation.</li> <li>● Report on the progress of work using Android tools to timely update the MIS Dashboard where applicable.</li> <li>● Report on the quality of work on regular basis and issue notices to the Contractor(s) through ARE on urgent basis for adopting corrective measures.</li> <li>● Maintain the logbook on site put up the notes on regular basis on progress and quality of all construction works and highlight during each visit.</li> <li>● Ensure adherence and implementation of ESMP guidelines and coordinate with social safeguard specialist at all the project focused sites in respective district.</li> <li>● Collect the data of ESMP checklists during different phases of Project life and to submit to social safeguard specialist of the client and Social Mobilization implementing partner of the Client.</li> <li>● Any other task assigned for the smooth implementation by ARE/RE and TL.</li> </ul>
<b><u>Title</u></b>	<b><u>CAD Operator</u></b>
<b><u>Qualification</u></b>	<b><u>DAE –Civil with diploma in Auto-CAD</u></b>
<b><u>Experience</u></b>	At least ten (10) years of drafting engineering drawings /designs on Auto-CAD software experience

<b><u>Job Description</u></b>	<ul style="list-style-type: none"> <li>• Work with the Architect and Structure Design Engineer for preparation of architectural and structural drawings,</li> <li>• Assist in preparation of the drawings and details required by the design/supervision team.</li> <li>• Any other task assigned by the Team Leader</li> </ul>
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<b><u>Title</u></b>	<b><u>Quantity Surveyor</u></b>
<b><u>Qualification</u></b>	<b><u>DAE – Civil</u></b>
<b><u>Experience</u></b>	At least ten (10) years of experience in rate analysis, civil works specifications, development of bill of quantities.
<b><u>Job Description</u></b>	<p>Design Phase:</p> <ul style="list-style-type: none"> <li>• Work with Architect, Structure Engineer, and field engineers to develop cost estimates of the health facilities based on final drawings and specifications.</li> <li>• To develop quantities of all the civil works based on the specification provided or developed.</li> <li>• Develop final BOQs for bidding documents based on finalized civil works packages.</li> <li>• Responsible for any estimates revisions and make sure that final BOQs are included in the bidding documents.</li> <li>• To support in the development of bidding documents against each construction activity and summarize them in packages developed for the bidding process.</li> <li>• To facilitate in the evaluation of bidding by checking the bill of quantities and to take corrective measure wherever required</li> </ul> <p>Supervision Phase:</p> <ul style="list-style-type: none"> <li>• Work with the chief resident engineer, resident engineer, and the field engineer for IPCs checking and confirmation that quantities are accurately entered.</li> <li>• To check the bills submitted by the Contractor(s) and validate through the field engineer/inspector and submit it to the resident Engineer for verification.</li> <li>• To identify the need and plot the variation orders wherever required on the advised of resident engineer.</li> <li>• To develop bill of quantities on the variation required in the construction facility during the execution of the project.</li> <li>• To support the variation order with all the documents required for the approval.</li> </ul> <p>Any other task assigned by the RE and Team Leader</p>

**Note:** The Consultants will ensure that all relevant team members are retained during the 12months defects liability period to ensure that they are available for any necessary inspections, etc. The technical proposal will need to include information within the work plan regarding what is proposed for the defect's liability period.



## PART II

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

#### Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Request for Proposals (RFP) (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs)).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US\$300,000 equivalent or more unless otherwise approved by the Bank.



**TIME-BASED FORM OF CONTRACT**  
**STANDARD FORM OF CONTRACT**

**Consultant's Services**  
Time-Based



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## **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;

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]*

---

*[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
- (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.

- |   |   |
|---|---|
| <b>7. Location</b>                      | 7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> 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.   |
| <b>8. Authority of Member in Charge</b> | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> 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.   |
| <b>9. Authorized Representatives</b>    | 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 <b>SCC</b> .  |
| <b>10. Fraud and Corruption</b>         | 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.   |
| <b>a. Commissions and Fees</b>          | 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**

- |  |   |
|--|---|
| <b>11. Effectiveness of Contract</b>                               | 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 <b>SCC</b> have been met.  |
| <b>12. Termination of Contract for Failure to Become Effective</b> | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , 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.

## **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. As required in the **SCC**, the Consultant shall take additional measures to manage cyber security risks related to the Contract. 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**

41.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or

– **Impact on  
Payments**

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

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<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.

### III. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<p><b>The Contract shall be construed in accordance with the law of</b> <i>[insert country name]</i>.</p> <p><i>[Note: The Bank-financed contracts normally designate the law of the [Government's/Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</i></p>
4.1	<p><b>The language is:</b> _____ <i>[insert the language]</i>.</p>
6.1 and 6.2	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i>  <i>OR</i>  <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> _____  _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>

11.1	<p><i>[Note: If there are no effectiveness conditions, state “N/A”]</i></p> <p><i>OR</i></p> <p><i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC53.1(a)), etc.]</i></p> <p><b>The effectiveness conditions are the following:</b> <i>[insert “N/A” or list the conditions]</i></p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: four months].</i></p>
13.1	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be</b> _____ <i>[e.g.: ten].</i></p> <p>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.</p>
14.1	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: twelve months].</i></p>
20.1	<p><b><i>[include the following if the Contract has been assessed to present potential or actual cyber security risks:</i></b></p> <p><i>The Consultant, including its Sub-consultants/suppliers/ service providers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Consultant, including its Sub-consultants/ suppliers/ service providers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement,</i></p>



	<p><i>misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract].</i></p>
23.1	<p><b>No additional provisions.</b></p> <p><i>[OR:</i></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><b>(a) 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> <ul style="list-style-type: none"> <li><b>(i) for any indirect or consequential loss or damage; and</b></li> <li><b>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</b></li> </ul> <p><b>(b) This limitation of liability shall not</b></p> <ul style="list-style-type: none"> <li><b>(i) 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></li> <li><b>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country].</b></li> </ul> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank <u>prior to accepting any changes</u> to what was included in the issued RFP. In this regard, the</i></p>

	<p><i>Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____</b> <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p><b>(b)</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 of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p><b>(c)</b> Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p><b>(d)</b> 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; and</p>

	(e) 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.
<b>27.1</b>	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
<b>27.2</b>	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><b><i>[The Consultant shall not use these [insert what applies..... documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Client.]</i></b></p> <p><i>OR</i></p> <p><b><i>[The Client shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</i></b></p> <p><i>OR</i></p> <p><b><i>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</i></b></p>
<b>43.1 (a) through (f)</b>	<i>[List here any changes or additions to Clause GCC 43.1. If there are no such changes or additions, delete this Clause SCC 43.1.]</i>
<b>43.1(g)</b>	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 43.1(g).]</i>
<b>49.2</b>	<p><b>The ceiling in foreign currency or currencies is:</b> _____ <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p><b>The ceiling in local currency is:</b> _____ <i>[insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate:</b></p>

	<p><b>“be paid” or “reimbursed”] by the Client [insert as appropriate: “for” or “to”] the Consultant.</b></p> <p><b>The amount of such taxes is _____ [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.]</b></p>
<b>50.3</b>	<p><b>Price adjustment on the remuneration ..... [insert “applies” or “does not apply”]</b></p> <p><i>[If the Contract is less than 18 months, price adjustment does not apply.</i></p> <p><i>If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Client’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client’s country. A sample provision is provided below for guidance:</i></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>

$I_{fo}$  is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to  $I_f$  and  $I_{fo}$  in the adjustment formula for remuneration paid in foreign currency: *[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"]*

- (2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every *[insert number]* months (and, for the first time, with effect for the remuneration earned in the *[insert number]* the calendar month after the date of the Contract) by applying the following formula:

$$R_t = R_{lo} \times \frac{I_t}{I_{lo}} \quad \{ \text{or} \quad R_t = R_{lo} \times [ 0.1 + 0.9 \frac{I_t}{I_{lo}} ] \}$$

where

$R_t$  is the adjusted remuneration;

$R_{lo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

$I_t$  is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and

$I_{lo}$  is the official index for salaries in the Client's country for the month of the date of the Contract.

The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to  $I_t$  and  $I_{lo}$  in the adjustment formula for remuneration paid in local currency: *[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]*

- (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  $X_0/X$ .  $X_0$  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 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.

**51.1 and 51.2**

*[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]*

**The Client warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates")]:*

*If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”*

*OR*

*If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:*

*“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse 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:

- (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;
- (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;
- (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;
- (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:

	<p>(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</p> <p>(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.</p>
<b>52.1</b>	<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>
<b>53.1(a)</b>	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first <i>[insert number]</i> months of the Services until the advance payment has been fully 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>	<p><i>[Delete this Clause SCC 53.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</i></p> <p><b>The Consultant shall submit to the Client itemized statements at time intervals of _____</b> <i>[e.g. "every quarter", "every six months", "every two weeks", etc.].</i></p>
<b>53.1(e)</b>	<b>The accounts are:</b>

	<p>for foreign currency: <i>[insert account]</i>.  for local currency: <i>[insert account]</i>.</p>
<b>54.1</b>	<b>The interest rate is:</b> <i>[insert rate]</i> .
<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> <ol style="list-style-type: none"> <li>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: <ol style="list-style-type: none"> <li>(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, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(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, e.g., the Secretary General of the Permanent Court of Arbitration,</i></li> </ol> </li> </ol>



	<p><i>The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].</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 <i>[name the same appointing authority as in said paragraph (b)]</i> 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 <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> 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 <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> 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> <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 class="list-item-l1">(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p class="list-item-l1">(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p class="list-item-l1">(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>
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## **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.*

*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 <sup>1</sup>	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 <sup>1</sup>
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.

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<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.



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 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.}*

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



**LUMP-SUM FORM OF CONTRACT**

**STANDARD FORM OF CONTRACT**

**Consultant's Services**  
Lump-Sum



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## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

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

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

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

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

**between**

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

**and**

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

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



## I. Form of Contract

### LUMP-SUM

(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 relevant, 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;

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: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E: Code of Conduct (ES)

Appendix F: 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; Appendix D; Appendix E; and Appendix F. 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]*

---

*[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, gratuities 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.
- 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 52 & 53.

**18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or 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 53.1;
- (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. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption 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 Clause GCC 45.1 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 53.1.
  - (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) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (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. As required in the SCC, the Consultant shall take additional measures to manage cyber security risks related to the Contract. 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 F- 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 46 through 50) 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.

- |  |   |
|--|---|
| <p><b>b. Consultant and Affiliates Not to Engage in Certain Activities</b></p> | <p>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.</p>  |
| <p><b>c. Prohibition of Conflicting Activities</b></p>                         | <p>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.</p>  |
| <p><b>d. Strict Duty to Disclose Conflicting Activities</b></p>                | <p>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.</p>   |
| <p><b>22. Confidentiality</b></p>  | <p>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.</p>  |
| <p><b>23. Liability of the Consultant</b></p>                                  | <p>23.1. Subject to additional provisions, if any, set forth in the <b>SCC</b>, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p>   |
| <p><b>24. Insurance to be taken out by the Consultant</b></p>                  | <p>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 <b>SCC</b>, 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.</p> |

**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 and 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; and
  - (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.
- 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 Expert 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 and bears a toll free number to report any misconduct. 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 32).

### **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 estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 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, and at the same rate of remuneration.
- 39. Removal of Experts or Sub-consultants** 39.1. If the Client finds that any Expert 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,
- the Consultant shall, at the Client's written request, provide a replacement.
- 39.2. 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.
- 39.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

- 39.4. Subject to the requirements in Clause GCC 39.3, 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.
- 39.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE CLIENT**

### **40. Assistance and Exemptions**

- 40.1. 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**.

**41. Access to Project Site**

41.1. 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.

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

42.1. 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 Contract price amount specified in Clause GCC 46.1

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

43.1. 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**.

**44. Counterpart Personnel**

44.1. 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**.

44.2. 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.

**45. Payment Obligation**

45.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the

Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

## **F. PAYMENTS TO THE CONSULTANT**

- 46. Contract Price**
- 46.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 46.2. Any change to the Contract price specified in Clause GCC 46.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 47. Taxes and Duties**
- 47.1. 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**.
- 47.2. 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.
- 48. Currency of Payment**
- 48.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 49. Mode of Billing and Payment**
- 49.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 46.1.
- 49.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 49.2.1 Advance payment: 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 D**, 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 portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 49.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can

be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

49.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report 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. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

49.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

49.2.5 With the exception of the final payment under 49.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**50. Interest on Delayed Payments**

50.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 49.2.2, 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**

**51. Good Faith**

51.1. 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**

**52. Amicable Settlement**

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

52.2. 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 53.1 shall apply.

- 53. Dispute Resolution** 53.1. 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 to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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<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.

### III. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<p><b>The Contract shall be construed in accordance with the law of</b> <i>[insert country name]</i>.</p> <p><i>[Bank-financed contracts normally designate the law of the [Government's/Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</i></p>
4.1	<p><b>The language is:</b> _____ <i>[insert the language]</i>.</p>
6.1 and 6.2	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i>  <b>OR</b>  <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> _____  _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>

11.1	<p><i>[Note: If there are no effectiveness conditions, state “N/A”]</i></p> <p><b>OR</b></p> <p><i>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC49.2.1), etc.]</i></p> <p><b>The effectiveness conditions are the following:</b> <i>[insert “N/A” or list the conditions]</i></p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: four months].</i></p>
13.1	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be</b> _____ <i>[e.g.: ten].</i></p> <p>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.</p>
14.1	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: twelve months].</i></p>
20.1	<p><b><i>[include the following if the Contract has been assessed to present potential or actual cyber security risks:</i></b></p> <p><i>The Consultant, including its Sub-consultants/suppliers/ service providers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Consultant, including its Sub-consultants/ suppliers/ service providers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement,</i></p>



	<i>misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract].</i>
<b>21 b.</b>	<b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b>  Yes_____ No _____

**23.1****No additional provisions.**

*[OR*

The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:

"Limitation of the Consultant's Liability towards the Client:

(a) 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:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;

(b) This limitation of liability shall not

(i) 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;

(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the *[insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country]*.

*[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:*

*To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability*

	<p><i>shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____</b> <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></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 of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) 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; and</p> <p>(e) 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>

27.1	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
27.2	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><b>[The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.]</b></p> <p><i>[OR]</i></p> <p><b>[The Client shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</b></p> <p><i>[OR]</i></p> <p><b>[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</b></p>
40.1 (a) through (f)	<i>[List here any changes or additions to Clause GCC 40.1. If there are no such changes or additions, delete this Clause SCC 40.1.]</i>
40.1(g)	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 40.1(g).]</i>
46.1	<p><b>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> 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 <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</b></p> <p><b>The amount of such taxes is _____ <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></b></p>

**47.1 and 47.2**

*[The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant)]*

**The Client warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates")]:*

*If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”*

*OR*

*If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:*

**“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse 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:**

- (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;**
- (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;**
- (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;**
- (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:**

	<p>(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</p> <p>(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.</p>
49.2	<p><b>The payment schedule:</b></p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p><b>1<sup>st</sup> payment:</b> <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 49.2.1]</i></p> <p><b>2<sup>nd</sup> payment:</b> _____</p> <p>.....: _____</p> <p><b>Final payment:</b> _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC46.1.]</i></p>
49.2.1	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset].</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> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
<b>49.2.4</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>50.1</b>	<p><b>The interest rate is:</b> <i>[insert rate]</i>.</p>
<b>53.1</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> <ol style="list-style-type: none"> <li>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: <ol style="list-style-type: none"> <li>(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, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(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</li> </ol> </li> </ol>

	<p>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, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</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 <i>[name the same appointing authority as in said paragraph (b)]</i> 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 <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> 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 <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p>



	<ul style="list-style-type: none"><li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li><li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li><li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li></ul>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"><li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</li><li>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</li><li>(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.</li></ul>



## 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 and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions 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 of 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.]*

.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and 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-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, 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.*

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 49.2.3 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 <sup>1</sup>	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 <sup>1</sup>
Home Office									
Work in the Client's Country									

<sup>1</sup> Expressed as percentage of 1

<sup>2</sup> Expressed as percentage of 4

\* If more than one currency, add a table

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

## APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

*[See Clause GCC 49.2.1 and SCC 49.2.1]*

*{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 their 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 marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

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<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.

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.

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*[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.}*

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<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 E - CODE OF CONDUCT (ES)**



**APPENDIX F - 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>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><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.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>

## **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]*

- 2. Short listed Consultants** *[INSTRUCTIONS: insert names of all short listed 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]	<u><b>Combined Score:</b></u> [combined score] <u><b>Ranking:</b></u> [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]	<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]	[Proposal price]	[evaluated price]	<u><b>Combined Score:</b></u> [combined score] <u><b>Ranking:</b></u> [ranking]

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

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

**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

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

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.

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

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## 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. 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),</i>			

<i>nationality, country of residence]</i>			
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**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.