



**Irrigation Department
Government of Balochistan, Pakistan**

(IDA Credit 7333-PK /Project ID P180323)

Request for Proposals

**Procurement of:
CONSULTANCY SERVICES FOR PREPARATION OF ASSESSMENT STUDY, PREPARATION
OF DETAILED DESIGNS, PROCUREMENT ASSISTANCE AND SUPERVISION OF WORKS
(IRRIGATION INFRASTRUCTURE)**

Activity RFP No: *PK-PIU-IFRAP-CIR-426836-CS-QCBS*

Consulting Services for: **Consultancy Services for Preparation of Assessment Study,
Preparation of Detailed Designs, Procurement Assistance
and Supervision of Works (Irrigation Infrastructure)**

Client: *Irrigation Department Government of Balochistan*

Country: *Pakistan*

Issued on: **September 2024**

TABLE OF CONTENT

PART I	3
Section 1. Request for Proposal Letter	3
Section 2. Instructions to Consultants and Data Sheet	7
Section 3. Technical Proposal – Standard Forms	37
Section 4. Financial Proposal - Standard Forms.....	54
Section 5. Eligible Countries.....	65
Section 6. Fraud and Corruption.....	67
Section 7. Terms of Reference	69
PART II	113
Section 8. Conditions of Contract and Contract Forms	113
PART III	165
Section 9. Notification of Intention to Award and Beneficial Ownership Forms	165

PART I

Section 1. Request for Proposal Letter



No. PD/BIWRMDP/IFRAP/(IRRIGATION)/5653/Vol-I

PROJECT IMPLEMENTATION UNIT
INTEGRATED FLOOD RESILIENCE AND ADAPTATION
PROJECT

18-B, Jinnah Town, Samungli Irrigation , Quetta.
Phone/ Fax: 92-81-2870705 Email: bssip@yahoo.com
<http://www.ifrapius.org.com>

Dated: Quetta the 9th September 2024

Request for Submission of Technical/Financial Proposals

Name of Assignment	Consultancy Services for Preparation of Assessment Study, Preparation of Detailed Designs, Procurement Assistance and Supervision of Works (Irrigation Infrastructure)
RFP Reference No:	PK-PIU-IFRAP-CIR-426836-CS-QCBS
Country:	ISLAMIC REPUBLIC OF PAKISTAN
Date:	9th September 2024

Dear Mr. /Ms.:

1. The *Islamic Republic of Pakistan* (hereinafter called "Borrower") has received financing from the International Development Association (IDA) (the "Bank") in the form of a "credit" (hereinafter called "credit toward the cost of Integrated Flood Resilience and Adaptation Project (Irrigation Component)). The Balochistan Irrigation Department, the implementing agency of the Client, intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Request for Proposals is issued. The Irrigation Department, GOB 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 Islamic Republic of Pakistan 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 /credit/ 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 [Borrower/Client/Recipient] shall derive any rights from the financing agreement or have any claims to the proceeds of the credit.

The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Consultancy Services for Preparation of Assessment Study, Preparation of Detailed Designs, Procurement Assistance and Supervision of Works (Irrigation Infrastructure).

2. 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:

M/S Associated Consulting Engineers, C-35 Muhammad Ali Road Co Operative Housing Society Tipu Sultan Road Karachi. ecesouth@acepakistan.com
M/S Cameos Architects and Consultants, 44-A Chaman Housing Scheme, Airport Road Quetta. cameos.consultant@outlook.com
M/S MM Pakistan (Pvt) Limited, Dolmen Estate, 1st Floor,18-C Union Commercial Area Shaheed-e-Millat Road, Karachi ma.shishmahal@mmpakistan.com khi@mmpakistan.com
M/S NDC. 114 Sector-A Commercial Broadway Phase VIII DHA Lahore Pakistan. ndc@ndcpak.com
M/S Techno Consult International, Techno-House,37-K Block-6 P.E.C.H.S., Karachi Pakistan. email@techno-consult.com
M/S TUMAS Turkish Engg. & Contracting Company, TUNUS CAD NO.43.KAVAKLI DERE, ANKARA, TURKEY. tumas@tumas.com.tr

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

4. A firm will be selected under Quality and Cost based Selection (QCBS) Method and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the World Bank Procurement Regulations for IPF Borrowers, Procurement in Investment Project Financing Goods, Works, Non-Consulting and Consulting Services (July 2016-Revised November 2017, August 2018 and November 2020). ("Procurement Regulations"), which can be found at the following website: www.worldbank.org.

The RFP includes the following documents:

- Section 1 – Request for Proposals Letter
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal: (FTP) - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Eligible Countries
- Section 6 – Fraud and Corruption
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Time-Based)

5. Please inform us by 16th September 2024, in writing at **Project Implementation Unit (PIU), Integrated Flood Resilience and Adaptation Project (IFRAP) Project, 18-B, Jinnah Town, Sammungli Road, Quetta (Phone: +92-81-2870705) or by e-mail bssip@yahoo.com**

- (a) That you have received this Request for Proposals; and
- (b) Whether you intend to submit a proposal alone or 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).

6. "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."

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

8. The technical proposal will be opened on 10th October 2024 at 16:00 hrs in the presence of the Consultant's Representative whoever wishes to attend.

Yours sincerely,

The Project Director

Project Implementation Unit (PIU)

Integrated Flood Resilience and Adaptation Project (IFRAP) Project

18-B, Jinnah Town, Samungli Road, Quetta (Phone: +92-81-2870705); E-mail

bssip@yahoo.com

Section 2. Instructions to Consultants and Data Sheet

TABLE OF CONTENT

A.	General Provisions.....	9
	1. Definitions.....	9
	2. Introduction.....	11
	3. Conflict of Interest.....	11
	4. Unfair Competitive Advantage	12
	5. Fraud and Corruption.....	12
	6. Eligibility.....	13
B.	Preparation of Proposals.....	14
	7. General Considerations	14
	8. Cost of Preparation of Proposal	14
	9. Language.....	14
	10. Documents Comprising the Proposal.....	14
	11. Only One Proposal	14
	12. Proposal Validity	15
	13. Clarification and Amendment of RFP	15
	14. Preparation of Proposals Specific Considerations.....	16
	15. Technical Proposal Format and Content	17
	16. Financial Proposal	17
C.	Submission, Opening and Evaluation.....	17
	17. Submission, Sealing, and Marking of Proposals	17
	18. Confidentiality	19
	19. Opening of Technical Proposals	19
	20. Proposals Evaluation	19
	21. Evaluation of Technical Proposals	20
	22. Financial Proposals for QBS	20
	23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	20
	24. Correction of Errors.....	21
	25. Taxes.....	22
	26. Conversion to Single Currency	22
	27. Combined Quality and Cost Evaluation.....	22
D.	Negotiations and Award.....	23
	28. Negotiations.....	23
	29. Conclusion of Negotiations	24
	30. Standstill Period.....	24

31. Notification of Intention to Award	24
32. Notification of Award.....	25
33. Debriefing by the Client	26
E. Data Sheet.....	27

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/grant¹]* 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).
- (j) **“Contractor’s Personnel”** is as defined in Clause GCC 1.1(i).
- (k) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (l) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (m) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (n) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

¹ [*“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]

- (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 with the prior Bank's no objection.

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the

response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

14. Preparation of Proposals Specific Considerations

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

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

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

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

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

Data Sheet, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

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

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

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

16. Financial Proposal

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

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the

Consultant has the option of submitting its Proposals electronically.

- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

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

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

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

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

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

- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

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

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

18. Confidentiality

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

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

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

19. Opening of Technical Proposals

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

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

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

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

21. Evaluation of Technical Proposals

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

22. Financial Proposals for QBS

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

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

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

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

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

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

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;

- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

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

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between

words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- | | |
|---|--|
| b. Lump-Sum Contracts | 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail. |
| 25. Taxes | 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet . |
| 26. Conversion to Single Currency | 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet . |
| 27. Combined Quality and Cost Evaluation | |
| a. Quality and Cost-Based Selection (QCBS) | 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations. |
| b. Fixed-Budget Selection (FBS) | 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. |

c. Least-Cost Selection

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

D. Negotiations and Award**28. Negotiations**

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

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

a. Availability of Key Experts

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

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

b. Technical Negotiations

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

c. Financial Negotiations

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

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

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

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

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

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

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

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

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

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, 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. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

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

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

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

- 33. Debriefing by the Client**
- 33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period
- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting
- 34. Signing of Contract**
- 34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 35. Procurement Related Complaint**
- 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan
1 (p)	Deleted
2.1	<p>Name of the Client: Project Implementation Unit (PIU) Integrated Flood Resilience and Adaptation Project (IFRAP)</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) as per the Procurement Regulations (available on www.worldbank.org) Applicable Guidelines: "Procurement Regulations for IPF Borrowers" November 2020 ("Procurement Regulations"), which can be found at the following website: www.worldbank.org</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Consultancy Services for Preparation of Assessment Study, Preparation of Detailed Designs, Procurement Assistance and Supervision of Works (Irrigation Infrastructure)</p>
2.3	<p>A pre-proposal conference will be held: Yes Date of pre-proposal conference: 25th September 2024 Time: 12:00 Hrs (Local Time) Address: 18-B, Jinnah Town, Samungli Road, Quetta, Balochistan, Pakistan Phone No: +92-81-2870705 Email: bssip@yahoo.com</p> <p>Contact person/conference coordinator: Engr. Barkatullah Kakar, The Project Director/Project Implementation Unit (Client) Telephone: +92-81-2870705 E-mail: bssip@yahoo.com</p>

2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p><u>Consultant can use relevant data available with different Government Departments, Organizations, Authorities or those who are Authorized by the Government of Pakistan/ Balochistan.</u></p>
4.1	N/A
6.3.1	<p>A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr</p>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6</p> <p>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</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>

10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p>
12.1	<p>Proposals shall be valid until</p> <p>120 days (one hundred twenty days)</p>
13.1	<p>Clarifications may be requested no later than 14 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>The Project Director</p> <p>Project Implementation Unit (PIU)</p> <p>Integrated Flood Resilience and Adaptation Project (IFRAP) Project, Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samungli Road, Quetta (Phone: +92-81-2870705)</p> <p>E-mail bssip@yahoo.com</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No</p> <p>Or</p> <p>(b) other shortlisted Consultants: Yes</p>
14.1.2	<p>Estimated input of Key Experts' time-input: 212 person-months.</p> <ul style="list-style-type: none"> i. Team Leader ii. Contract Engineer iii. GIS and Data Manager iv. Chief Resident Engineer v. Hydraulic Design Engineer vi. Agricultural Engineering Specialist
14.1.3	<p>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of 212 person-months.</p>

	<p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>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.</p>
<p>14.1.4 and 27.2 use for Fixed Budget method</p>	<p>The total available budget for this Fixed-Budget assignment is: (inclusive or exclusive of taxes). Proposals exceeding the total available budget will be rejected.</p> <p>N/A</p>
<p>15.2</p>	<p>The format of the Technical Proposal to be submitted is:</p> <p>FTP</p> <p>Submission of the Technical Proposal in the wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p>16.1</p>	<p>(b) The list of Reimbursable Expenditure to be submitted is:</p> <ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) Cost of office accommodation Rent in Quetta (4) All utility expenses needed to run an office i.e. Water, Electricity, Gas, Telephone and Internet Charges. (5) cost of purchase of any necessary equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) Cost of such further items required for purpose of the services not covered in the foregoing. (8) Cost of 4 Nos of 4X4/ 2700 CC Vehicles, related POL and maintenance. <p>A. Provisional Sums: PKR 1,500,000/-</p> <p>Survey and Investigations</p> <p>These entire events shall be reimbursed on submission of required Invoices/documentations to client and all should be recorded in appropriate records.</p> <p>Reimbursement shall be made within the contract amount.</p>

16.2	<p>A price adjustment provision applies to remuneration rates: Yes</p>
16.3	<p>Under the applicable law, the Client has to deduct advance withholding tax (against income tax besides General Sales Tax for which a provision shall be made in the special conditions of the Contract so that there is no financial liability of the consultants in this regard). Information on the Consultant's tax obligations in the Client's country can be found at Federal Board of Revenue website <https://www.fbr.gov.pk>.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: Consultant should express the price for their Services (financial Proposal) in PKR</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants shall not have the option of submitting their Proposals electronically. The submission of the proposal shall be done only by Registered Mail / Courier and / or by Hand.</p>
17.4	<p>The Consultant must submit: (a) Technical Proposal: one (1) original and two (2) copies (b) Financial Proposal: one (1) original and one copy in sealed envelope. In case of discrepancy between original and copy, original will prevail. <i>In case of discrepancy between original and copy, original will prevail and in case of discrepancy between hard and soft copy, hard copy will prevail.</i></p>
17.7 and 17.9	<p>The Proposals must be submitted no later than: Date: 10th October 2024 Time: 16:00 PST</p> <hr/> <p>The Proposal submission address is: The Project Director, BIWRMD Project Project Implementation Unit for Integrated Flood Resilience and Adaptation Project (IFRAP) Project, Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samungli Road, Quetta (Phone: +92-81-2870705)</p>

19.1	<p>The opening shall take place at: Date: 10th October 2024 PTime: Immediately after the proposal submission deadline. Address: Project Implementation Unit for Integrated Flood Resilience and Adaptation Project (IFRAP) Project, Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samungli Road, Quetta (Phone: +92-81-2870705)</p>																								
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</p>																								
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"></td> <td style="text-align: right; vertical-align: bottom;"><u>Points</u></td> </tr> <tr> <td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td>(ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs):</td> <td style="text-align: right; vertical-align: bottom;">40</td> </tr> </table> <p><i>[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p style="margin-left: 20px;">a. Technical Approach and Methodology – 25 Marks b. Work plan - 10 Marks c. Organization and Staffing – 5 Marks</p> <p>(iii) Key Experts’ qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">S.No</th> <th style="width: 60%;">Key Expert</th> <th style="width: 30%;">Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Team Leader</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Contract Engineer</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">3</td> <td>GIS and Data Manager</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Chief Resident Engineer</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Hydraulic Design Engineer</td> <td style="text-align: center;">7</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	10	(ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs):	40	S.No	Key Expert	Points	1	Team Leader	10	2	Contract Engineer	10	3	GIS and Data Manager	8	4	Chief Resident Engineer	8	5	Hydraulic Design Engineer	7
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5	Hydraulic Design Engineer	7																							

	<table border="1"> <tr> <td style="text-align: center;">6</td> <td>Agriculture Engineering Specialist</td> <td style="text-align: center;">7</td> </tr> <tr> <td></td> <td>Total points for criterion (iii):</td> <td style="text-align: center;">50</td> </tr> </table> <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> <table border="1"> <thead> <tr> <th style="text-align: center;">S.No</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Percentage Weightage</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>General qualifications (General education, training, and experience)</td> <td style="text-align: center;">20%</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)</td> <td style="text-align: center;">60%</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):</td> <td style="text-align: center;">20%</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table> <p>Total points for the five criteria: 100 The minimum technical score (St) required for passing is: 70</p>	6	Agriculture Engineering Specialist	7		Total points for criterion (iii):	50	S.No	Description	Percentage Weightage	1	General qualifications (General education, training, and experience)	20%	2	Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	60%	3	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):	20%	Total		100%
6	Agriculture Engineering Specialist	7																				
	Total points for criterion (iii):	50																				
S.No	Description	Percentage Weightage																				
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3	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):	20%																				
Total		100%																				
21.1 [for STP]	N/A																					
	Public Opening of Financial Proposals																					
23.4	An online option of the opening of the Financial Proposals is offered: No																					
23.5	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. Any interested party who wishes to attend this public opening should contact: Project Director; Integrated Flood Resilience and Adaptation Project (PIU-IFRAP) Development Project, Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samungli Road, Quetta (Phone: +92-81-2870705) 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.																					
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the																					

	contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	N.A.
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 75 and P = 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: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 25 October, 2024</p> <p>Address: Office of the Project Director, Project Implementation Unit for Integrated Flood Resilience and Adaptation Project (IFRAP) Project, Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samungli Road, Quetta (Phone: +92-81-2870705)</p>
32.1	The successful Consultant shall submit the Beneficial Ownership Disclosure Form.

34.2	Expected date for the commencement of the Services: Date: November 15 th , 2024
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the <Procurement Regulations for IPF Borrowers (Annex III).= If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: Mr.Barkatullah Kakar Title / Position: Project Director BIWRMDP Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samungli Road, Quetta (Phone: +92-81-2870705) Email: bssip@yahoo.com</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of this Request for Proposal;2. the Clients decision to exclude a Consultant from the procurement process prior to the award of contract; and3. The Clients decision to award the contract.

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
<input type="checkbox"/>				
FTP	STP			
<input type="checkbox"/>	<input type="checkbox"/>	TECH-1	Technical Proposal Submission Form.	
<input type="checkbox"/> If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
<input type="checkbox"/> If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
<input type="checkbox"/>		TECH-2	Consultant's Organization and Experience.	
<input type="checkbox"/>		TECH-2A	A. Consultant's Organization	
<input type="checkbox"/>		TECH-2B	B. Consultant's Experience	
<input type="checkbox"/>		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	03
<input type="checkbox"/>		TECH-3A	A. On the Terms of Reference	
<input type="checkbox"/>		TECH-3B	B. On the Counterpart Staff and Facilities	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	04
<input type="checkbox"/>	<input type="checkbox"/>	TECH-5	Work Schedule and Planning for Deliverables	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
<input type="checkbox"/>	<input type="checkbox"/>	TECH-7	Code of Conduct (ES)	

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) *[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.]*
- (g) 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.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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

A - Consultant's Organization

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

B - Consultant's Experience

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

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

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE**

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

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

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

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

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

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) 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 ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{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
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

- 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)

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

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

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

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. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Consultant
(the same who signs the Proposal)

**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.

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

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

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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 Currency # 1}	{Insert Currency # 2, if used}	{Insert Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(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}				
<u>Total Estimate for Indirect Local Tax:</u>				

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 Remunerati on Rate	Time Input in Person/Mon th (from TECH- 6)	{Currenc y # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN- 2}	{Local Currency- as in FIN- 2}
—	Key Experts							
K-1			[Home]					
			[Field]					
K-2								
—	Non-Key Experts							
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 ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
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 o	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN- 2}	{Currency # 2- as in FIN- 2}	{Currency# 3- as in FIN- 2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{Day}						
—	{e.g., International flights}	{Ticket						
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of							
	{e.g., Office rent}							
							
	{Training of the Client's personnel – if required in TOR}							
Total Costs								

Legend:

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

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): _____ [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;¹ (ii) to be a nominated² 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 inspect³ 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.

¹ 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.

² 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.

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

Section 7. Terms of Reference

FOR

**CONSULTANCY SERVICES FOR PREPARATION OF ASSESSMENT STUDY, PREPARATION OF
DETAILED DESIGNS, PROCUREMENT ASSISTANCE AND SUPERVISION OF WORKS
(IRRIGATION INFRASTRUCTURE)**

TERMS OF REFERENCE

Consultancy Services for Preparation of Assessment Study, Preparation of Detailed Designs, Procurement Assistance and Supervision of Works (Irrigation Infrastructure).

i. Background:

Over the past two decades, Pakistan significantly reduced poverty, but human development outcomes have lagged, and severe economic challenges put past gains at risk. Pakistan made significant progress towards reducing poverty between 2001 and 2018 when the expansion of off-farm economic opportunities and increased inflow of remittances allowed over 47 million Pakistanis to rise out of poverty. However, this rapid poverty reduction has not fully translated into improved socio-economic conditions, as human capital outcomes have remained poor and stagnant, with high levels of stunting at 38 percent and learning poverty at 75 percent. The deterioration of economic conditions, in combination with non-economic shocks such as the COVID 19 pandemic and the devastating floods of 2022, are expected to reduce household incomes and increase their vulnerability to fall below the national poverty line.

The recent floods have had enormous human and economic impacts. Pakistan experienced heavy monsoon rains between June and September 2022, severely affecting millions of households, mainly in Sindh and Balochistan. Roughly 33 million people have been displaced, and more than 13,000 km of roads destroyed. The flooding has damaged 2.2 million houses, flooded around 9.4 million acres of crops, and killed an estimated 1.2 million livestock, adversely affecting rural livelihoods. Limited access to input and output markets and temporary disruptions to supply chains have driven up food prices and added to existing price pressures resulting from reduced agricultural yields and the global rise of food prices. Due to significant crop and livestock losses, food shortages have intensified in the fall and winter, with food price inflation increasing to more than 50 percent. With the destruction of infrastructure and disrupted access to schools, medical facilities, and sanitation systems, the floods have negatively impacted health and education outcomes especially for rural areas, potentially affecting long-term human capital accumulation. Preliminary estimates suggest that the national poverty rate may increase by up to 4 percentage points as a direct consequence of the floods, potentially pushing around 9 million people into poverty. The recently completed Post-Disaster Needs Assessment (PDNA)¹ estimated that the need for rehabilitation and reconstruction is at US\$16.3 billion, not including much-needed new investments to strengthen Pakistan's resilience to future shocks.

At a national level, the PDNA shows that housing, agriculture, water supply and sanitation, and irrigation sectors bear the brunt of the damage. The provinces of Sindh and Balochistan account for approximately 50 percent and 15 percent of recovery and reconstruction needs, respectively. Table 1 shows the damage, loss, and needs² breakdown by region.

¹ Government of Pakistan. 2022. *Pakistan Floods 2022 Post-Disaster Needs Assessment*. Ministry of Planning Development & Special Initiatives.

² **Damage** is defined as direct costs of destroyed or damaged physical assets. It is valued in monetary terms with costs estimated based on replacing or repairing physical assets and infrastructure, considering the replacement price prevailing before the crisis. **Loss** is defined as changes in economic flows resulting from the disaster and valued in monetary terms. Together, damage and loss constitute the effects of the crisis. Needs costing draws on the monetary value of damage and loss but is not equal to the sum of those estimates. Recovery and reconstruction needs are calculated in terms of replacement costs according to current prices and include a premium linked to

Table 1. Total Damage, Loss, and Needs in Pakistan³

Region	Damage		Loss		Needs	
	PKR billion	US\$ million	PKR billion	US\$ million	PKR billion	US\$ million
Balochistan	349	1,625	541	2,516	491	2,286
Khyber Pakhtunkhwa	201	935	141	658	168	780
Punjab	111	515	122	566	160	746
Sindh	1,948	9,068	2,444	11,376	1,688	7,860
Cross-Provincial*	587	2,731	14	67	975	4,540
Special Regions**	7	32	11	49	10	48
Grand Total	3,202	14,906	3,272	15,233	3,493	16,261

Source: Government of Pakistan 2022.

* Cross-provincial includes assets that affect more than one province or are calculated at the national level (e.g. railways, roads, telecommunications, etc.). The classification is in line with the public budget.

** Special regions include districts outside of the four main provinces that have been affected by the floods and declared “calamity-hit.”

Extreme weather events have increased in frequency and intensity, impacting ecosystems, people, settlements, and infrastructure. Heatwaves, heavy precipitation events, droughts, and cyclones are prevalent risks. Attribution research on the 2022 floods has shown that the 5-day maximum average rainfall of Balochistan and neighboring Sindh was around 75 percent more intense than it would have had the climate not warmed by 1.2 degrees.⁴ Climate projections have been predicting such a shifting trend for years. Historical records show that heavy rainfall has significantly increased in the region alongside the increase in greenhouse gas emissions, strongly suggesting climate change played a central role in the event. The floods came on the heels of a severe heatwave and saw temperatures continuously above 45°C, resulting in crop losses, power outages, and forest fires. These changes in climate and extreme events are likely to disproportionately affect the most disadvantaged groups, among these low-income businesses, those engaged in manual labor jobs, poorer farmers, women, and children.

In addition, Pakistan’s climate vulnerability and uncertainty surrounding annual glacial melt, average precipitation, and extreme temperature changes highlight the need for ex-ante disaster preparedness and resilience building.

The Ministry of Planning, Development and Special Initiatives (MoPDSI) has developed the Resilient Recovery, Rehabilitation and Reconstruction Framework (4RF) to guide the government’s response to the 2022 floods based on the needs identified across the 17 sectors covered in the PDNA. The 4RF defines measures to ensure a resilient recovery and prevent multi-generational impacts that may manifest through reduced developmental gains. Through the 4RF, Government of Pakistan (GoP) recognizes the importance of long-term resilience in the aftermath of the unprecedented flooding and is committed to consolidating ongoing efforts and undertaking new measures toward improved resilience. The proposed operation responds to immediate emergency recovery needs in Balochistan province while contributing to building flood resilience.

building-back-better principles, and needs associated with the recovery of the sector. The reconstruction and recovery needs include short (up to 12 months) and intermediate to long-term (up to five years) activities.

³ Government of Pakistan (2022). Pakistan Floods 2022 Post-Disaster Needs Assessment.

⁴ World Weather Attribution, 2022. <https://www.worldweatherattribution.org/wp-content/uploads/Pakistan-floods-scientific-report.pdf>

The Government of Pakistan has obtained loan from the World Bank and provided as grant in aid to the Government of Balochistan for implementation of the Resilience, Enhancement, and Livelihood Diversification in Balochistan (IFRAP). The IFRAP Project is being implemented by the Government of Balochistan with support from other government departments and various consultants.

The Client (Government of Balochistan, Irrigation Department through Project Director BIWRMDP-CLIENT IFRAP) intends to conduct detailed assessment for reconstruction/rehabilitation of the damaged Irrigation infrastructure caused by floods in 2022 (as reported in PDNA) in the reported districts of Balochistan through a consultancy agreement against the allocated share of Rs. 30 M USD equivalent to Rs. 8400 M under the project titled "Resilience, Enhancement, and Livelihood Diversification in Baluchistan through ranking on the basis of cost effectiveness. The study assigned is for assessing flash flood damaged irrigation infrastructure, including dams, Flood Protection Schemes, Perennial and Flood Irrigation Schemes and to evaluate the extent and severity of the damages, identify the underlying causes, and develop a plan for restoration and rehabilitation of the infrastructure with estimated cost, Restoration Plan, Risk Assessment reports, IEE/EIA, ESMP, bid preparation & bidding documents under World Bank Procurement Regulations. The Irrigation Department (Government of Balochistan), be the Implementation Agency of the Project and Project Implementation Unit (PIU)-IFRAP has already been established for BIWRMDP headed by a Project Director (Client's Representative).

The Consultant Assignment is divided into two phases lasting a total of 48 months with the first phase take about 6 months and the second that would last up to 42 months based on the project's timeframe and circumstance.

The detailed activities for **Phase-1 (Detail Engineering Design)** will be based on:

1. Comprehensive assessment level study (Hydrological Analyses, Geotechnical Survey where required, Structural Inspection, Topographic Mapping, Environmental Impact Assessment) for irrigation schemes attached as Annexure-1
2. To carry out detail feasibility level study of irrigation schemes given in Annexure-1 with necessary technical engineering studies level and tender documents for implementation with detailed design and construction planning/supervision arrangement modality on the improved irrigation efficiency for optimal operation and utilization of water management in the given schemes command areas and Preparation of site-specific ESMPs where required that are fully compliant with the World Bank's safeguards requirements. In addition, Quality assurance report along with monthly progress reports will also be submitted to the Client (Hydraulic Modelling, Water Demand Analysis, Socio-Economic Assessment, Bidding Document Preparation, Environmental and Social Management Plans (ESMPs), Quality Assurance and Progress Reporting).
3. Submission of Bidding Documents against schemes/packages Simultaneously as per the resilient design (Resilient Design Integration, Bid Packaging Strategy, Timely Bid Submission, Bid Evaluation Support, Contract Negotiation Assistance)

The detailed activities for **Phase-2 (Supervision) for irrigation** will be based on;

1. Construction supervision and contract administration, including post-construction activities.
2. Prior to the implementation of civil works contracts, existing engineering designs must be reviewed and updated in accordance with the specified parameters / standards and best international practices.

3. Ensuring that high-quality construction is completed on time and within budget, and that all works are completed in full compliance with the approved engineering designs, technical specifications, agreed-upon work schedule, and all other contract documents and sound engineering principles.
4. Ensure project safeguards management and the incorporation of environmental and social management plans into work contracts, as well as the preparation and implementation of site-specific ESMPs that are fully compliant with the Bank's safeguards requirements.
5. Monitor and evaluate the contractor's and Employer's implementation of environmental and social management plans, resettlement plans, and other social safeguard measures.

It is pertinent to mentioned that the detailed technical engineering report will include all necessary aspects covering technical, institutional and economics, social/environmental assessments, procurement and financial management etc. required for approval by the Client

ii. **Objective**

The primary objective of the consulting services is to provide technical services in the form of detailed engineering services to rehabilitate flood-affected irrigation schemes (damaged by 2022 floods) through improved engineering design, as well as to provide the overall supervision and technical support during the construction phase to ensure the satisfactory completion of the flood-affected schemes listed in Annexure-1. This includes 55 schemes in total. The consultant's role is to ensure solid support in the design study and oversee the implementation phase to enhance the overall irrigation efficiency of the schemes.

To achieve this goal, the consultant may need to conduct a detailed survey of the sites, assess the damage caused by the floods, and develop a comprehensive plan for rehabilitation and improvement that considers environmental and safety standards. The consultant should also collaborate with relevant stakeholders to ensure that the design and implementation phases align with project goals, budgets, and timelines. Ultimately, the consulting services should result in a sustainable and efficient irrigation system that improves crop yields and benefits local communities.

The scope of work is not limited to the assigned objectives and can be expanded or reduced as needed.

Commencement

The Consultant shall commence the Services immediately after signing of the Contract Agreement or such other time as the Parties may agree in writing.

Time Period

The Services specified in the TOR shall be completed and all relevant reports submitted to the Client in the form and format acceptable to the Client, within agreed period from the Date of Commencement.

iii. **Scope of Services**

The scope of services, grouped in two phases, consist of the following major tasks:

3.1 Phase-1: Assessment Study for Improved Detailed Engineering Design

The following are the main responsibilities of the consultants in improved engineering design for Irrigation component:

- i. Comprehensive assessment level of study for irrigation infrastructure in Annexure 1 (55 Schemes)

- ii. Detail feasibility level study with necessary feasibility level design and bidding documents for implementation with detailed design and construction planning/supervision arrangement modality on the improved irrigation efficiency for optimal operation and utilization of water management in the given schemes command areas.
- iii. Analysis of the existing design and suggest Improvements. The consultant should study the area of investment in order to avoid dispute land tenure
- iv. Development of a detailed supervision and implementation work plan for the construction phase of irrigation schemes.
- v. Evaluate safety risks associated with the damaged irrigation infrastructure, including risks to floods (property damage, displacement of people, and loss of life etc), water pollution (water with chemicals, fertilizers, and other harmful substances), soil erosion (soil fertility, affect crop yields) to downstream communities, wildlife habitats, and the environment.
- vi. Development of a restoration plan on the assessment of the damages and underlying causes for the rehabilitation of the damaged irrigation infrastructure. This will include extent of estimates for repairing the damaged structures and allied components and requirement of maintenance of the infrastructure to reduce the risk of damage from the flash floods in future.
- vii. Development of a socio economic profile and number of effected people where require.
- viii. Preparation of detailed BoQs and Bidding documents for damaged infrastructure.

The mentioned tasks will cover the following actions, which are necessary prerequisites for the reports.

Site Assessment: Conduct a comprehensive assessment of the site that has been affected by flash floods. This involves examining the current state of the irrigation component and understanding the extent of the damage subjected to cost benefit ratio and life of the structure.

Risk Analysis: Evaluate the potential risks and vulnerabilities associated with the irrigation system in the context of flash floods. Identify areas where the system is most susceptible to damage and suggest strategies for risk mitigation.

Design Review: Review the existing engineering design of the Irrigation infrastructure component and assess its adequacy in withstanding flash floods. Identify weaknesses and areas for improvement.

Design Modification: Recommend and design modifications to the existing engineering plans to enhance the system's resilience and ability to withstand flash floods with resilient design in accordance with the magnitude of floods to which these structures come in contact. This may include changes to structures, materials, and drainage systems.

Hydrological Analysis: Analyze historical and projected flood data to determine the frequency and intensity of flash floods in the region. This information is critical for designing a system that can cope with the expected conditions.

Environmental Impact Assessment: Consider the environmental impact of the proposed modifications and ensure that the design complies with relevant environmental regulations and standards.

Cost Estimation: Provide cost estimates for the proposed design modifications, including materials, labor, and any necessary equipment or technology and preparation of detailed Bidding Documents. Adequate budget provisions must be confirmed based on engineering designs and market rates, including price and physical contingencies as appropriate

Regulatory Compliance: Ensure that the new design complies with all relevant local, state, and national regulations and standards for irrigation systems and flood control.

Stakeholder Engagement: Collaborate with relevant stakeholders, such as government agencies, local communities, and environmental organizations, to gather input and ensure that their concerns and needs are addressed.

Resilience and Sustainability: Focus on making the Irrigation infrastructure not only flood-resistant but also environmentally sustainable, ensuring long-term resilience and minimal negative impact on the ecosystem.

Monitoring and Evaluation: develop a monitoring and evaluation mechanisms to assess the performance of the modified irrigation system under flood conditions. Make adjustments as needed to improve performance.

Documentation and Reporting: Maintain detailed records of the assessment, design modifications, and project progress. Prepare reports and documentation for clients, regulatory authorities, and other stakeholders.

Quality Control: develop specified quality standards that should be in line with the provided design that covers the construction and installation basic requirements.

a. Detail Description of scope of work for Phase-1 is given below

The PDNA report would be used as a primary document for the assessment of irrigation schemes and their detail engineering design in accordance with international standards. The comprehensive and detailed analysis with a detailed study will cover the design of major works and bidding documents to be implemented under the project.

The consultants with the assigned task would be responsible for carrying out detailed engineering design of the Projects and services, which would include, along with other things, the following responsibilities.

i. Collection of Data

Consultant shall collect available primary and secondary source data related to the study, as well as documents and recommendations of previous studies carried out for the ten irrigation schemes listed in Annexure-1, as well as discussions with Irrigation department, covering the concept and options of the tasks, if necessary, and criteria for future operation.

- Gather primary and secondary data related to the study, including documents and recommendations from past studies.
- Engage in discussions with the Irrigation Department to cover conceptual aspects, options, and operational criteria.

ii. Review of Data

Consultant shall review all the data collected through previous feasibility studies and PC-1s such as rainfall and stream flow data, climatic and weather data, topographic data, demographic data or any other data deemed necessary for the feasibility study. Examine and study all of the major structures in the irrigation schemes for Irrigation and relevant infrastructures and that are associated with them. Collect data and information for each major irrigation scheme on water availability, command area, cropping patterns, cropping intensity, water logging, salinity and alkalinity, type of soil texture and structure. It should also give insight on the effectiveness of existing perennial and flood irrigation systems, agricultural outputs, and farmer income and relevant data for schemes.

iii. Additional Data Collection

The Consultants shall collect all additional data where required for the assessment of the limitations of the existing perennial and flood irrigation systems, as well as potential irrigation system enhancement measures including metrological data, groundwater data, agricultural data, soil quality data, water quality data, and so on, all of which are required for conducting feasibility studies and designing project components.

iv. Collection of Baseline Data for Future Performance

Collection of baseline data will be collected from relevant sources where required that must be agriculture, social, environmental and groundwater, soil quality, water logging & salinity and drainage for future monitoring of the impact of Schemes.

v. Investigations, Surveys and Analysis

The consultant must address below investigations where required to the following both for Irrigation infrastructure schemes

- Topographic Surveys, Geo-technical Investigations, Base Line Environmental and Monitoring Survey, Hydrology Studies and other studies of each proposed site for detail designing of a safe, technically reliable, and economically viable structure.
- Determination of foundation characteristics for design of hydraulic structures. This will be carried out through drilling and geophysical survey.
- Identification of the borrow areas for construction of associated structures and other characteristics of the soil.
- Evaluation of strength parameters by visual observation and testing in laboratory of foundation and construction material; soil profile survey of the culturable command area for carrying out land classification survey in the command and ascertaining soil suitability for different crops. Soil samples at the rate of 1 samples per square kilometer will be sufficient.
- Prepare a Baseline Report pertaining to Environmental and Social conditions in the before-Project status of the project-affected areas if required. The baseline should include quantifiable indicators that allow to monitor environmental and social effects during project's implementation and during project's operation if necessary.
- Impact on Socio-Economic life of communities located at scheme sites, command areas and lower riparian.
- Detailed command area development, agriculture and soil studies to forecast the proposed cropping patterns based on water availability and crop water requirements.

vi. Detailed Engineering Design of Proposed Schemes.

The Consultant shall furnish copies of all engineering drawings, specifications and bidding documents including geo-technical investigations, material reports and Bill of quantities based on prevailing market rates to Client for review and approval Based on all reviews, data collection reports, technical investigations and analysis the consultant shall carryout the detailed feasibility study of proposed schemes with below mandatory information:

- Preparation of detailed feasibility studies for the proposed project interventions would include technical/engineering studies, hydrological study, soil study, hydro-agronomical study and structural analysis, institutional and economic/financial analysis, and comprehensive environmental and social impact assessments including preparation of a Resettlement Action Plan if needed;
- Feasibility level designs of all works proposed to be undertaken under the project considering least cost options for works that could perform effectively for a long time with low and robust operation and maintenance (O&M) suitable for the local condition; assistance to Client in establishment of computerized database and periodical updating, project preparation and processing including Government requirements, preparation of the project's institutional arrangement and implementation plan, procurement plan, financial management system, specifications and contract management, and construction supervision plans;
- Preparation of monitoring and evaluation framework along with establishment of baseline for monitoring indicators as well as intermediate indicators for project implementation and assessment methodology to measure impacts;

- Preparation of a Plan for Agriculture improvement and development in the basin including analysis of soil;
- Preparation of BoQ and detailed Bidding Documents. The consultant will be responsible in the Preparation of a bidding dossier with clear technical specifications and other guidelines for contractors.
- Preparation of a plan for implementation arrangements.
- Preparation of institutional capacity building program; and
- Preparation of feasibility level designs and bidding documents of all the projects given above. Technical assistance and training will also be part of the assignment.
- Verification of interim and final payments against the works to be executed by the contractor during implementation phase and ensure proper contract management.

vii. Environment and Social Safeguards Management (condition to requirement)

Under this item of work, the consultant shall be required to prepare Environmental and Social Safeguards Assessment aligned with the Project's Environment and Social Management Framework (ESMF).

- Conduct environmental and socio-economic surveys where required.
- Preparation of environmental and Social Assessments including preparation of a Resettlement Action Plan if needed; The consultations for the RAP would have been carried out in the Project area and all procedure would be followed according to the existing GOB and World Bank guidelines.
- Identify and assess impacts of the proposed intervention on the environmental and social receptors, and propose relevant mitigation measures according to the mitigation hierarchy.
- Prepare ESMP/ IEE / ESIA / EMMP of each site in accordance with the ESMF of the project if required, and in line with Government of Pakistan/ Government of Balochistan regulations and laws, and World Bank guidelines, and will get approval for each document and package from Balochistan Environment Protection Agency and Balochistan Forest & Wildlife Department.

viii. Operational and Maintenance (O&M) Plan

The Consultants are required to submit the O&M plan. The contents of O&M plan shall include:

- Details of the project Operation instructions pertaining to dry and flood periods, including flood forecasting.
- Maintenance program for the civil works, access roads, and wells; planned maintenance schedule.
- Surveillance program including visual surveillance, piezometer monitoring, and expert inspections.
- Long term asset management including sediment surveys and sedimentation management measures.
- Emergency preparedness in case of sudden release of water from the weir.

ix. Financial and Economic Analysis

As first step for financial and economic analysis, all benefits and costs of the project shall be assessed. Irrigation benefits shall be calculated as difference between 'with project' and 'without project' situations. Benefits shall be calculated in financial and economic terms. After the preparation of cost estimates, the concerned expert shall compose cost and benefit streams over the project life, and compute the economic internal rate of return and the net

present worth of the project. Sensitivity of results shall be tested for changes in major parameters such as engineering cost estimates, expected years of service, projected yields, product prices and discount rates. The analysis shall establish whether the project is economically viable or not. Adequate consideration is to be given to the management arrangements, and operations and maintenance costs to ensure investments are sustainable from a financial and institutional point of view.

x. Final Report

- a) Based on the preceding activities Consultant shall prepare a detailed engineering report with the above mentioned requirements. The report shall include detailed designs, cost estimation, drawings, bidding documents etc. The consultant will be responsible in the Preparation of a bidding dossier with clear technical specifications and other guidelines for contractors and all other above information with construction implementation plan for all irrigation schemes with proposed mitigations for potential environmental and social impacts and its indicative budget.

3.2 Phase 2: TORs for Construction Supervision

The following are the main responsibilities of a consultant during construction supervision works

- b) The consultant will be responsible to conduct site assessments to determine the suitability of the site for technical, social & financial aspects of the proposed Irrigation infrastructure project with respect to the topography, soil conditions, hydrology, climate and other physical factors that could impact the design of the irrigation system.
- c) The consultant will provide technical support throughout the design process to ensure that the design is appropriate and practical. This includes reviewing and approving contractor's design submissions and providing input during construction.
- d) The consultant will be responsible for ensuring that the construction work is carried out to the required standards and specifications. This includes conducting regular quality control inspections, checking the quality of materials, and ensuring that the construction work is in accordance with the design drawings.
- e) The consultant will develop design specifications based on the technical feasibility studies and site assessments. This includes preparing technical drawings, design calculations, and cost estimates to ensure that the irrigation system is designed to meet the required standards and is cost-effective.
- f) The supervisory consultant will liaise with stakeholders, including local communities, government agencies, and other relevant parties, to ensure that the irrigation system design meets the needs of all stakeholders and is compatible with local conditions.
- g) The Consultant will be responsible for the Preparation of final technical documents (design specifications using suitable design tools, and BOQ bill of quantities).
- h) The consultant will be responsible in the Preparation of a bidding dossier with clear technical specifications and other guidelines for contractors.
- i) The consultant will to assist the project management in procurement process and contract management.
- j) The consultant will be responsible in the management & supervision of the schemes during its implementation stage with in the perspective to build back better.

Detail Description of scope of work for the above TORs is given below

General Duties and Responsibilities of the Consultants are:

- i. The Consultants will carry out a critical review (if required) of the detailed engineering design prior to the commencement of works to identify anomalies or omissions that constitutes inconsistency in the design and completeness of works. On completion of the review, the Consultant will prepare a report, setting out all findings and recommendations for correcting any deficiency or omissions identified. Notwithstanding these, the Consultant will immediately inform the Client of any deficiency or omission that may have a substantial impact on the Project at the time the defect or omission is uncovered.
- ii. The consultant will administer the civil work's contracts, make engineering decisions, be responsible for quality assurance, provide general guidance and furnish timely responses to the contractors in all matters relating to the civil works, and ensure that all clauses of the contract agreement between the civil works contractors and CLIENT are adhered to and respected.
- iii. The consultants will advise CLIENT on all matters relating to the efficient and successful execution of the civil works contracts, and will act at all times to protect the interests of the project and will take all reasonable steps to keep the construction costs to a minimum, consistent with sound economic and engineering practices; and prior to execution work, will prepare a "Contract Administration and Construction Supervision Manual" outlining routines and standard operating procedures to be applied in contract administration and construction supervision, based on sound internationally recognized practice, civil work contract of the project.

A- Pre-Execution**a. Manual, Documents & Procedures**

- Prepare Construction Supervision Manual and get its approval from the Client 15 days prior to execution of work.
- Prepare Contract Administration Manual and get its approval from the Client 15 days prior to execution of work.
- Prepare Self-Evaluation System in accordance with ISO 9001: 2015.
- Prepare Standard Operating Procedures ("SOPs") for Pre-Requirement to Payment Certificate.

b. Design Review / Cognizance

- Consultant will leave no fault or discrepancy, which may cause for delay of project during its execution.
- The consultant is responsible to check survey data provided.
- To verify the data used in design process by the design consultant.
- Consultant shall perform the design review / cognizance prior to mobilization of the contractors.

c. Quality Assurance

- Prepare Project Quality Plan (PQP), Inspection, and Test Plan linked with the specifications.
- Prepare Mock-up Programme and its implementation report.
- Update online Running Distance ("RD") wise Check request management system, wherein upload check request / test results with evidence of photographs and video clips, if non-conformance, repeat check request.

d. Management

- Prepare the Pre-Construction meeting agenda, and conduct the Pre-construction meeting, record, and distribute the minutes.

- Appoint various members of the Engineer's construction supervision team as the Engineer's Assistants (Resident Engineers, Material Engineers, Inspectors, etc.) and notify the Contractor and the Employer, and approve the Contractor's Representative.
- Verify whether the Performance Security complies with the form provided in the Contract, whether it is in the correct amount and currencies, and notify the Employer accordingly.
- Verify whether the bank guarantee for advance payment is in the form specified under the Contract and in the amount and currencies stated in the Particular Conditions of the Contract.

e. Survey

- Consultant will review the survey work prior to commencement of construction activities.
- The consultant is responsible for joint survey prior to execution of earthwork with the contractor representative and employer representative
- Inform the employer promptly regarding any variation from the basic survey data received from the design consultant.
- All levels and references will be referred to permanent benchmarks.
- Establish a system for validation of data both levels and RD's through Real Time Kinematic Positioning ("RTK") Rover and DGPS, by employer or 3rd party.

B- During Execution

a. Contract Administration

- The Engineer will make sure that all conditions of Contract are fulfilled.
- Issue instruction to the Contractor to commence the works and record as per the contract agreement.
- Verify whether the bank guarantee for advance payment conforms to the Contract requirements and that the guarantee is valid until the entire advance payment is recovered from the Contractor's payment certificates.
- Interpret the specific provisions of the Contract related to the Employer's obligation to give possession of the Site, and the Contractor's Work Program, assess the contractual consequences of any specific land acquisition issue and advise the Employer on the appropriate mitigation measures.
- If required, determine the Contractor's entitlements to time extensions on the basis of the Contractor's Work Program.
- Determine Delay Damages on the basis of the Work Program and advise the Employer of the relevant contractual remedies if the Contractor's progress is behind schedule.
- Verify the sources of indices or prices for price adjustment determine a provisional value of an index/reference price until it is published, but, if the index is not published in certain period(s), apply the last available published value.
- Initiate and process variations promptly when it is necessary for the additional construction of the works.
- Request the Contractor's technical and cost proposal, prior to its determination, as required, consult both parties in all matters in connection to variation work.
- Value variations obtain the Employer's approval of any variation, issue variations under the Contract, keep record of all variations issued under the Contract and report the summary of the variations in the Consultant's Monthly Progress Reports.
- Assess objectively the Contractor's claims and give professional and objective advice to the Employer, consult both parties before determining an extension of time.
- Extension of Time (EOT) – Determine Contractor's claims of EOT on the basis of the Contractor's approved Work Program, the impact of the delay(s) event on the Critical Path and the particulars submitted by the Contractor, and not to act as the Contractor's advisor in this matter.

- Maintain an Events Log since the beginning of Contract.
- Assist the parties establish Dispute Board (DB), provide all necessary information to DB members, and attempt to facilitate amicable settlement of the dispute between the Employer, and the Contractor.

b. The Engineer Duties

- Carry out any subsequent design changes, variation orders and day work orders.
- Obtain the Client's specific approval before taking any action for determination of extension of time, additional costs and the Contractor's claims for additional time or costs, for all events for which the Employer's express approval is required under the Conditions of Contract.
- Review and approval of the work program
- Review the contractor work program with respect to the resources' efficiency such as equipment's efficiency, manpower efficiency and material supply chain and thereafter advise the contractor accordingly.
- Reviews the Contractor's Work Program and notify the Contractor if the program does not comply with the Contract and advising the contractor to co-opt with the contractual timelines accordingly.
- Monitor the progress against the Work Program and the cash flow estimate and request revisions, if required.
- Conduct regular weekly site meetings and monthly progress review meetings, record and distribute the minutes.
- Assess minimum construction equipment, plant and machinery requirements, by type and specification, and monitor, keep and regularly update a list of the Contractors' equipment, plant and machinery in order to keep a check on the Contractors' mobilization. Inspect and evaluate the Contractor's establishments including in particular the laboratory facilities to ensure compliance with the terms and conditions of the Contract.
- Keep and maintain daily records of labour, equipment and weather conditions on the site along with records of activity, progress and other events happening on the site having relevance to the works.

c. Payment

- Issue regular notices to the Contractors of intended field measurements, measure the Works, compute the quantities for payment, and determine the amounts due to the Contractor within the period specified in the Contract.
- Establish and maintain throughout the works contracts a structured system of measurement records, supporting documents and calculations for the payment of all BOQs items that is transparent for auditing purposes.
- Issue the interim certificates to Client for payment to the Contractors having regard to any contractual provisions for advance payment, variation of price, and exchange rate fluctuation etc. Certify the completion of the Activities/Works or parts thereof and process final payments to the Contractors.
- Prepare and maintain the Estimates of Cost of Works to Completion continuously, update the Estimates after each Variation instruction or a Variation Order issue and after each Interim Payment Certificate (IPC), and present the latest Estimate in the Consultant's Monthly Progress Reports.

d. Quality Assurance and Quality Control (QA/QC)

- Discharge fully the Engineer's obligations with respect to approval of materials and workmanship, approval and auditing of the Contractor's Quality Assurance System and the QA Personnel and the compliance testing by the Engineer.

- Inspect quarries and borrow pits, and crushing plants, and order tests of materials and ensure adherence to specifications and approve the sources of materials.
- Carry out independent testing in the field and/or in the laboratory of the "Engineer/Project Manager" and approve or disapprove and certify the works that conform with the specifications and maintain permanent records of results of all the tests made along with all Check Requests.
- Give notice to Contractors of any defects and deficiencies, and issue instructions for the removal and substitution of the improper works, where provided under the contract. If required, order suspension of the work(s) and/or recommend to CLIENT other recourse available under the Contract.

e. Insurance

- Verify whether the form and substance of the evidence of the Contractor's insurances is satisfactory, whether insurance premiums have been paid and the required insurances are effective on the dates required by the Contract.
 - Verify that the terms of the Contractor's insurance policies fully comply with the requirements of the Contract including:
 - whether both the Employer and the Contractor are adequately covered as insured Principals.
 - amounts insured and currencies of payment, validity of the insurance policies, special conditions.
 - limits of insurance per event and in aggregate, deductibles, excess, conditions related to locations; and
 - Whether and which subcontractors are covered by the insurances, and whether additional insurances will be required if the Contractor engages new subcontractors.
 - Monitor whether the Contractor maintains adequate insurance in the course of performance of the Contract, particularly if the Contractor provides insurances for a fixed period which is shorter than the period required under the Contract.
 - Advise the Employer on the appropriate action and contractual remedies in case the Contractor does not perform its insurance obligations in accordance with Contract.

f. Reporting

- Submit monthly, quarterly and summarized annual reports during construction and thereafter with separate environmental and social Safeguards Monitoring Reports to the Bank and disclose relevant information from such reports to affected people promptly upon submission.
- Report any actual or potential breach of compliance with the measures and requirements set forth in the Environmental and Social Management Plan ("ESMP"), the Site Specific Environmental and Social Management Plan ("SSEMP") or the Land Acquisition and Resettlement Plan ("LARP") promptly after becoming aware of the breach.
- Report in the Consultant's Monthly Report the work progress against the Contractor's Work Program and the cash flow estimate.
- Regularly monitor and report on the results indicators during the construction period following the schedule of Project reports

g. Environment, Social, Health and Safety (ESHS)

- Without relieving the Contractors of their obligations under the Contract, review and approve the traffic management and safety plan, and ensure compliance such that the Works are carried out at all times in a safe and secure manner and damage or injury to persons or property is avoided.

- If any unanticipated environmental and/or social risks and impacts arise during construction, implementation or operation of the Project that were not considered in the EIA, the CEIA, the ESMP, the SSEMP or the LARP, promptly inform the Bank of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan.
- Carry out the following duties related to environmental management with particular reference to the technical requirements of sound environmental standards on the basis of the Environmental Assessment and Review Framework (EARF), the Initial Environmental Examinations (IEEs), and the Environmental Management Plans during construction: (i) review and endorse site specific Environmental and social Management Plans (ESMPs) for the projects sections, prepared by the Contractors; (ii) ensure that all the environmental mitigation measures required to be implemented are incorporated into the contract documents; (iii) ensure that the Contractors comply with the measures and requirements relevant to the contractors set forth in each IEE and ESMP, and any corrective or preventative actions set out in Environment Monitoring Reports; (iv) conduct environmental monitoring and ensure that the day-to-day construction activities are carried out in an environmentally sound and sustainable manner; (v) prepare and submit semi-annual environmental monitoring reports on the implementation of the 'Environmental and social Management Plan (ESMP) to Client within 14 days after a completion of the monitoring period; (vi) Prepare additional environmental impact assessments, if required, compliant with World Bank's Environment and Social Safeguards policies;
- With respect to the prevention of COVID-19, HIV/AIDs and Human Trafficking, monitor that the contractors comply and carry out required actions as provided in the respective contract documents, such as awareness and education of laborers and workers.
- Ensure that the contractor(s) provide a safe workplace for their workforce, supervisory personnel and for members of the public requiring access through the sites in full conformity with Health and Safety regulations.
- Ensure that the contractor(s) comply fully with contractual obligations relating to care of the environment (both specified and legislated) and provide all reports and obtain all permits and permissions required in relation to spoil areas, borrow areas quarries and the like.
- Provide any other specialist services requested by Client under conditions to be mutually agreed ensure that the construction methods as proposed by the contractor for carrying out the works are satisfactory, inspection of contractor's construction equipment; and safety of the works, property, personnel, and general public; the schedule of mitigation measures for adverse environmental impacts.
- Review the Site-Specific Health and Safety Management Plan (SSHSMP) for the Project that is prepared and submitted by the Contractor. Then, make recommendation to the Employer in relation to the approval of the SSHSMP. Communicate the approved SSHSMP to all consultants and contractors throughout all project stages. Should any unforeseen events occur, review the updated SSHSMP and make recommendation to the Employer in relation to the approval of the SSHSMP.
- Prepare the Project Execution Plan, which inter alia, includes how management of SSHSMP is to be addressed throughout all stages of the Project.
- In case of any incident, it is to be reported using ESIRT or newly available tools
- Detailed E&S screening, the necessary safeguard instruments are to be prepared (e.g., Environmental and Social Impact Assessments, ESMP) and suitable mitigation measures for any significant impacts together with any residual project impacts.
- Selected investments shall promote and adhere to international best practice and the requirements of the WBG Environmental, Health, and Safety Guidelines.

h. Records

- Establish and maintain an effective documents management system in the Engineer's office, which provides for separate filing of incoming and outgoing correspondence and documents, as well as the filing by subject matter.
- Ensure the receipt of and maintain as permanent records of all warranties required under terms and conditions of the Contract for materials including their source and equipment accepted and incorporated in the project.

i. Capacity Building

- Develop training programs for supervisory staff and develop on the job training on innovative construction methods, project management and value engineering.

j. Audit

- Provide all necessary assistance to the Client and external auditors for conducting regular quarterly audits of the measurement records, supporting documents and calculations for the payment of all BOQ items.

k. Completion of Work

- When the works are completed in accordance with the Contract, issue a Taking over Certificate to the contractor(s).

C- Post Execution (*Defect Notification Period*)

- Carry out detailed inspections of the works after notice to engineer for final inspection and performance certificate.
- Prepare detailed recommendation reports / Punch List and improvement since last inspection, for the Client after each inspection.
- Issue performance certificate and process final statement and final payment certificate thereafter.
- Regularly monitor and report on the results indicators during the DNP following the schedule of Project reports

D- Project Closure

- The consultant is responsible to prepare all reports to satisfy the requirements of the Bank as well as Government of Balochistan.

E- General Responsibility

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

4. Deliverables for Phase-1

The consultant will deliver the following documents with satisfactory quality that are required at Client's end for approval.

(i) Inception Report

Inception report for Irrigation infrastructure should provide a comprehensive and detailed plan for the design, construction, and management of the Irrigation infrastructure project, including a clear understanding of the project's objectives, scope, and expected outcomes with below breakup of pre-requisites.

- **Project Overview:** This section provides a brief overview of the project, including its objectives, scope, and expected outcomes.
- **Site Assessment:** This section provides a detailed assessment of the site, including GIS maps, Geodic coordinates, detail topography, Inventory for structures, soil characteristics, climate, flood risks associated with the site and water availability. It also includes an analysis of any potential environmental and social impacts of the project.
- **Irrigation Structure Design:** This section outlines the proposed irrigation system design system, including the selection of appropriate equipment, materials, and technologies, as well as the design of hydraulic structures, water distribution systems system.
- **Project Management:** This section outlines the project management plan, including timelines, budgets, procurement processes, and quality control measures.
- **Stakeholder Engagement and Consultation:** This section outlines the engagement and consultation process with stakeholders, including local communities, government agencies, and other interested parties.
- **Financial & Economical Analysis:** This section provides a detailed analysis of the project's financial viability, including a cost-benefit analysis, financing options, and revenue streams.
- **Risk Assessment and Management:** This section outlines the risks associated with the project, including technical, financial, environmental, and social risks, as well as measures to manage and mitigate these risks.
- **Monitoring and Evaluation:** This section outlines the monitoring and evaluation plan for the project, including the indicators, methods, and frequency of monitoring and evaluation activities.

(ii) Assessment Study Report and Detailed Engineering Design.

The consultant will review the previous design and will modify the design of irrigation structures system with a resilient flood resistant approach where required. The detail engineering design phase of irrigation infrastructure studies system should provide a comprehensive and detailed plan for the design and construction of the irrigation system, taking into account all site-specific factors and requirements. The design should be technically sound, cost-effective, and sustainable, while minimizing any potential negative environmental and social impacts.

The main requirements for detail engineering design in for each irrigation schemes system should be equipped with below information:

A detailed site assessment should be conducted to determine the soil characteristics, topography, hydraulic and hydrologic study, climate, and water availability at the site

The irrigation structure system design should be based on the site assessment and should take into account factors such as drinking water need, irrigation method, and water source. The design should also include detailed plans for hydraulic structures and hydrologic requirements, water distribution systems, and drainage systems for irrigation and other requirement as per site specific.

The selection of appropriate equipment, materials, and technologies for the Irrigation infrastructure schemes should be based on the site assessment and the irrigation infrastructure design. The materials should be durable, cost-effective, and suitable for the specific site conditions.

Detailed bidding drawings and detailing construction specifications should be prepared for all aspects of the Irrigation infrastructure schemes design, including hydraulic structures, water distribution systems, and drainage systems. The drawings and specifications should be clear and detailed to ensure accurate implementation of the design.

Quality control measures should be implemented throughout the detail engineering design phase to ensure that the design meets the required standards and specifications. This may include regular site inspections, testing of materials and equipment, and monitoring of construction activities.

A detailed cost estimation, Bidding documents, BOQ, Engineer's Estimate etc should be prepared for the Irrigation infrastructure schemes design, including all materials, equipment, labor, and other costs associated with the project. The cost estimation should be based on accurate and up-to-date information to ensure that the project is financially viable.

The detail engineering design should take into account the potential environmental and social impacts of the Irrigation infrastructure schemes, and appropriate measures should be taken to mitigate any negative impacts.

The consultant will also demonstrate the results of assessment study in this report. The report will show all relevant engineering, social and environmental considerations given in the studies including but not limited to the following:

- Assess the viability of existing design and its improvement by keeping in view the climate change impacts.
- Measures to minimize environmental and social impacts.
- Economic analysis and assessing the viability of the sub-projects.

4.1.1 Schedule of reports for Phase-1

Table-1 Key deliverables and delivery schedule for Phase-1

#	Document	Copies	Due
1	Inception Report	05	07 days after the effectiveness of the Consulting Services Agreement

#	Document	Copies	Due
2	Preliminary Site Assessment Report - Flood Risk Analysis Report	05	30 days after the effectiveness of the Consulting Services Agreement
3	<ul style="list-style-type: none"> • Hydrological Analysis Report- Historical Flood Data Analysis, • Initial Design Proposal • Initial Drawings and Specifications 	05	60 days after the effectiveness of the Consulting Services Agreement
4	<ul style="list-style-type: none"> • Final Design Modifications Report • Detailed Design Drawings for 27 Irrigation scheme and Final Cost Estimation • Bidding Documents 	05	90 days after the effectiveness of the Consulting Services Agreement
5	<ul style="list-style-type: none"> • IEE/EIA and ESMP Report • Quality Control Report • Monitoring and Evaluation Plan • Project Management Plan: 	05	120 days after the effectiveness of the Consulting Services Agreement
6	<ul style="list-style-type: none"> • Final Design Modifications Report for the remaining 28 Irrigation scheme and • Detailed Design Drawings for the remaining 28 Irrigation scheme • Final Cost Estimation for the remaining 28 Irrigation scheme • Bidding Documents Preparation for the remaining 28 Irrigation scheme 	05	180 days after the effectiveness of the Consulting Services Agreement
7	<ul style="list-style-type: none"> • Regulatory Compliance Report • NOC on Environment Impact Assessment (EIA) and Initial Environment Impact Assessment of the project from Balochistan Environment Protection Agency (SEPA) and Balochistan Forest and Wildlife Department 	05	150 days after the effectiveness of the Consulting Services Agreement

Note

* The consultant is required to deliver the detailed design and bidding documentation for 27 irrigation schemes within 90 days of signing the contract. The remaining 28 irrigation schemes projects must be completed within 180 days.

4.2 Deliverables for Phase -2 - Construction Supervision

Inception Report: The Construction Supervision Inception Report for Irrigation infrastructure restoration should be a comprehensive document that provides a detailed roadmap for the construction process, including planning, execution, monitoring, and reporting, to ensure the successful completion of the project.

Inception Report should include the following basic requirements:

Project Description: The report should provide a detailed description of the Irrigation infrastructure project, including the project's objectives, scope, and purpose.

Project Organization: The report should outline the organizational structure of the project, including the roles and responsibilities of the project owner, the construction supervisor, and the contractor.

Construction Management Plan: The report should include a construction management plan that outlines how the construction process will be managed, including quality control, safety measures, and risk management.

Schedule: The report should include a detailed schedule that outlines the timeline for each phase of the construction process, including start and end dates.

Budget: The report should include a detailed budget that outlines the costs associated with the construction process, including materials, labor, and equipment.

Resource Allocation: The report should include a plan for resource allocation, including the necessary equipment, materials, and labor required to complete the project.

Stakeholder Communication Plan: The report should outline a communication plan for all stakeholders involved in the project, including how information will be shared and disseminated.

Environmental and Social Safeguards: The report should include an environmental and social safeguards plan that outlines measures to mitigate any potential negative impacts on the environment and local communities.

Reporting and Monitoring: The report should include a reporting and monitoring plan that outlines how progress will be tracked, monitored, and reported throughout the construction process.

Risk Assessment: The report should include a risk assessment plan that outlines how risks associated with the construction process will be identified, assessed, and managed throughout the project.

Monthly Progress Report:

Monthly Progress Report shall provide to PMU with a clear and transparent update on the project's progress, challenges, and achievements during the reporting period.

Monthly Progress Report should include the following information:

Project Overview: The report should provide a brief overview of the project, including its objectives, scope, and purpose.

Project Status: The report should include an update on the project's current status, including progress made during the reporting period.

Milestones: The report should list any milestones achieved during the reporting period and any upcoming milestones.

Schedule: The report should include a status update on the project's schedule, including any delays, changes, or adjustments made during the reporting period.

Budget: The report should provide an update on the project's budget, including any changes or adjustments made during the reporting period.

Resources: The report should provide an update on the resources allocated to the project, including equipment, materials, and labor.

Quality Control: The report should provide an update on the project's quality control measures, including any issues or concerns that arose during the reporting period.

Safety: The report should include an update on the project's safety measures, including any incidents, accidents, or near-misses that occurred during the reporting period.

Environmental and Social Safeguards: The report should provide an update on the project's environmental and social safeguards, including any measures taken to mitigate negative impacts on the environment or local communities.

Stakeholder Communication: The report should provide an update on stakeholder communication and engagement during the reporting period, including any issues or concerns raised by stakeholders.

Risks and Issues: The report should identify any risks or issues that arose during the reporting period and outline any measures taken to address them.

Recommendations: The report should include any recommendations or suggestions for improving the project's progress, schedule, budget, or quality.

Quality Assurance Plan (QA/QC Manual):

The consultant must provide the Quality Assurance Plan (QA/QC Manual) in a comprehensive manner that outlines the consultant's quality control and quality assurance procedures, to meet the consultant's work standards and regulations, and that the project is completed successfully. It must include the following:

Introduction: The QA/QC Manual should begin with an introduction that explains the purpose of the document, the scope of the consultant's services, and the standards and regulations that the consultant will adhere to.

Organizational Structure: The QA/QC Manual should describe the organizational structure of the consultant's team, including the roles and responsibilities of each team member.

Quality Control Procedures: The QA/QC Manual should outline the consultant's quality control procedures, including how the consultant will ensure that all work meets the required standards and regulations. This should include procedures for design review, documentation review, and testing.

Quality Assurance Procedures: The QA/QC Manual should describe the consultant's quality assurance procedures, including how the consultant will monitor and evaluate the quality of the work being performed. This should include procedures for audits, inspections, and reviews.

Document Control Procedures: The QA/QC Manual should outline the consultant's document control procedures, including how the consultant will manage and store all project-related documents, such as drawings, specifications, and reports.

Training and Development: The QA/QC Manual should describe the consultant's training and development procedures, including how the consultant will ensure that all team members are properly trained and qualified to perform their duties.

Subcontractor Management: The QA/QC Manual should outline the consultant's procedures for managing subcontractors, including how the consultant will ensure that all subcontractors meet the required standards and regulations.

Health and Safety: The QA/QC Manual should describe the consultant's health and safety procedures, including how the consultant will ensure that all work is performed safely and in compliance with applicable regulations.

Non-Conformance Reporting: The QA/QC Manual should include procedures for reporting and addressing any non-conformances or deficiencies that are identified during the project.

Performance Monitoring and Reporting: The QA/QC Manual should outline how the consultant will monitor and report on the performance of the quality control and quality assurance procedures.

Quarterly Progress Report (Physical & Financial):

Consultant should include the below information in the Quarterly Progress Report (Physical & Financial):

Introduction: The report should begin with an introduction that explains the purpose of the document, the scope of the consultant's services, and the standards and regulations that the consultant is adhering to.

Project Overview: The report should provide a brief overview of the project, including its objectives, scope, and purpose.

Physical Progress: The report should include an update on the physical progress of the project, including the status of construction work, any delays or obstacles encountered, and any changes or adjustments made to the project schedule.

Financial Progress: The report should provide an update on the financial progress of the project, including the budget status, any expenditures made during the reporting period, and any changes or adjustments made to the project budget.

Milestones: The report should list any milestones achieved during the reporting period and any upcoming milestones.

Resources: The report should provide an update on the resources allocated to the project, including equipment, materials, and labor.

Quality Control: The report should provide an update on the project's quality control measures, including any issues or concerns that arose during the reporting period.

Safety: The report should include an update on the project's safety measures, including any incidents, accidents, or near-misses that occurred during the reporting period.

Environmental and Social Safeguards: The report should provide an update on the project's environmental and social safeguards, including any measures taken to mitigate negative impacts on the environment or local communities.

Stakeholder Communication: The report should provide an update on stakeholder communication and engagement during the reporting period, including any issues or concerns raised by stakeholders.

Risks and Issues: The report should identify any risks or issues that arose during the reporting period and outline any measures taken to address them.

Recommendations: The report should include any recommendations or suggestions for improving the project's progress, schedule, budget, or quality.

Conclusion: The report should conclude with a summary of the project's progress during the reporting period and an overview of any upcoming activities or milestones.

Annual Progress Report (Physical & Financial):

The Annual Progress Report (Physical & Financial) should include the following information:

Introduction: The report should begin with an introduction that explains the purpose of the document, the scope of the project, and the standards and regulations that the project is adhering to.

Project Overview: The report should provide an overview of the project, including its objectives, scope, and purpose.

Physical Progress: The report should include an update on the physical progress of the project, including the status of construction work, any delays or obstacles encountered, and any changes or adjustments made to the project schedule.

Financial Progress: The report should provide an update on the financial progress of the project, including the budget status, any expenditures made during the reporting period, and any changes or adjustments made to the project budget.

Milestones: The report should list any milestones achieved during the reporting period and any upcoming milestones.

Resources: The report should provide an update on the resources allocated to the project, including equipment, materials, and labor.

Quality Control: The report should provide an update on the project's quality control measures, including any issues or concerns that arose during the reporting period.

Safety: The report should include an update on the project's safety measures, including any incidents, accidents, or near-misses that occurred during the reporting period.

Environmental and Social Safeguards: The report should provide an update on the project's environmental and social safeguards, including any measures taken to mitigate negative impacts on the environment or local communities.

Stakeholder Communication: The report should provide an update on stakeholder communication and engagement during the reporting period, including any issues or concerns raised by stakeholders.

Risks and Issues: The report should identify any risks or issues that arose during the reporting period and outline any measures taken to address them.

Lessons Learned: The report should include a section that outlines any lessons learned during the reporting period, including any improvements that can be made to the project's progress, schedule, budget, or quality.

Recommendations: The report should include any recommendations or suggestions for improving the project's progress, schedule, budget, or quality.

Conclusion: The report should conclude with a summary of the project's progress during the reporting period and an overview of any upcoming activities or milestones.

Table 2. Key deliverables and delivery schedule for Phase-2 Assignment

#	Document	Copies	Due
1	Inception Report	5	15 days after the effectiveness of the Consulting Services Agreement
2	Monthly Progress Report (Physical & Financial)	10	10 th of the each month
3	Quality Assurance Plan (QA/QC Manual)	10	Before starting the physical activities
4	Quarterly Progress Report (Physical & Financial)	10	10 th of the first month of following quarter
5	Annual Progress Report (Physical & Financial)	10	10 th of the first month of following year
6	Quality Control / Assurance Report	10	After Every 3 months
7	Revised PC-I	10	As and when required based on the inter component adjustment
8	Final Assignment Completion Report	10	At completion of works as well as financial transactions
9	Planning Commission Proforma-IV (PC-IV)	25	At completion of each sub - project
10	Complete inventory of works/activities completed	1	At completion of each sub- project
11	Special Reports including Bidding Documents, Screening Reports, Design Reports, Working Drawings. Variation Orders, Bid Evaluation Reports, Various Forms.	10	As and when required

Delivery of Documents

The consultant must provide below documents during supervision of work.

Table-3 Delivery of Documents

Documents	No of Sets
Bidding Drawings	03 Sets
Construction Drawings	03 Sets
Bill of Quantities	03 Sets

Documents	No of Sets
Technical Specifications for each payable item Comprising of: <ul style="list-style-type: none"> - Description - Material Requirement - Construction Requirement/Method of Working (Techniques) - Equipment to be used - Testing and quality control - Method of measurement & payment 	03 Sets
Bidding/ Contract Documents Comprising of: <ul style="list-style-type: none"> - Invitation for Bid - Instruction to Bidder - Form of Contract - General Conditions of Contract (GCC) - Particular Conditions of Contract (PCC) - Rate Analysis of Non-Schedule Items - Bill of Quantities 	03 Sets
Proforma including: <ul style="list-style-type: none"> - Engineer's cost Estimate - Geo Technical Investigation - Hydrology and Hydraulic study report - Economic analysis 	03 Sets
Back-up calculation of BOQs in MS-Excel or MS-Word	03 Sets
Soft copies of all documents mentioned above in relevant software file extension [3 CDs / DVD each (along with USB)]	

Mode of Payment for Services under Phase-1

Mode of Payment for Services under Phase-1

“A” is the **Contract amount**, excluding of (i) Provisional Sum; (ii) Contingency; and (iii) Indirect Local Tax.

S/No	Activity	Percentage of “A”	Days
1	Inception Report / Pre-Feasibility Report Preliminary Site Assessment Report, Flood Risk Analysis Report	03%	30
2	Detailed Engineering Design, EIA/IEE and ESMP with Cost Estimates, Bidding Drawings and Technical Specifications for 27 Irrigation	5%	60
3	Quality Control Report, Monitoring and Evaluation Plan. Project Management Plan:	2 %	30
4	Bidding Documents and Construction Drawings for total 55 irrigation schemes	5%	60
Total		15%	180

Mode of Payment for Services under Phase-2 (Supervision)

The payment method for services under the remaining 85 % of budget in Phase-2 regarding supervision Phase will be determined by the monthly remuneration of the staff and other related activities, calculated based on the actual number of man-months and activities consumed by the consultant staff.

5. Staffing and Deployment

Table 6 provides a preliminary estimate (subject to change) of the person-months required for the entire assignment. Prospective Project supervisory consultants (PSC) should propose a staffing plan and skill mix necessary to meet the objectives and the scope of work. However, to ensure an equitable evaluation of financial proposals, prospective consultants should not reduce the overall time commitment of the key staff.

Firms are encouraged to use national expertise & experience and to use the Balochistan expertise to the extent possible. If all the required skills are not available within a single consulting firm, a joint venture with other firms should be proposed. Additionally, firms are strongly encouraged to ensure a gender balance across the team, and to ensure appropriate skills and experience in gender issues relevant to Project implementation.

Table 6. Expected Staffing Requirement

No.	Position	Staff Months
A. Key Staff for Phase 1 and Phase 2		
1	Team Leader	48
2	Contract Engineer	42
3	GIS and Data Manager	8
4	Chief Resident Engineer	42
5	Hydraulic Design Engineer	48
6	Agriculture Engineering Specialist	24
	Sub Total (A)	212
B. Non Key Staff		
B-1 Engineering Design (06 Months) for Phase-1		
8	Irrigation Engineer/ (02)	12
9	Geotechnical Engineer (01)	6
10	Structural Engineer (01)	6
11	Junior Engineer (10)	60
12	CAD Operators (02)	12
13	Quantity Surveyors (05)	30
14	Field Surveyors (05)	30
15	Computer Operators (02)	12
	Total	168
B-2 Engineering Supervision for Phase-2		
16	Resident Engineer (3 Positions)	126
17	Material Engineer (2 Positions)	84
18	Site Supervision Engineers(10 Positions)	420

No.	Position	Staff Months
19	Site Surveyors(10 Positions)	420
20	Environmental Engineer/ Environmental Compliance Expert (2 Positions)	84
B-3	Sociologist /Social and Community Organizers (2 Positions)	84
Support Staff (Phase-1 and Phase-2)		
21	Legal Expert (01)	42
22	IT Specialist (02)	42
23	Other Staff (06)	210
	Sub Total (B)	1554
	Grand Total	1934

S.No.	Description	Man Months
1	Key Staff	212
2	Non- Key Staff	1722

5.1 Requirements for Key Staff: -

1.1 Designation: Team Leader

Responsibilities:

1. Lead and manage the overall implementation of irrigation engineering design and supervision projects funded by the World Bank.
2. Provide strategic direction and technical guidance to project team members, ensuring the successful achievement of project objectives and deliverables.
3. Coordinate with project stakeholders, including government agencies, implementing partners, and local communities, to facilitate effective project implementation and stakeholder engagement.
4. Oversee project planning, budgeting, and monitoring activities, ensuring adherence to project timelines, budgets, and quality standards.
5. Serve as the primary point of contact for the World Bank and other project stakeholders, providing regular updates on project progress, challenges, and achievements.
6. Conduct periodic project reviews and evaluations to assess project performance, identify lessons learned, and recommend improvements for future projects.
7. Manage project risks and issues, proactively identifying and addressing challenges to ensure project success.
8. Foster a collaborative and inclusive team environment, promoting knowledge sharing, capacity building, and professional development among project team members.

Experience:

- Minimum of 15 years of experience in managing large-scale irrigation engineering projects, including experience as a team leader or project manager on similar projects.
- Strong technical background in irrigation engineering, with expertise in hydraulic design, water resources management, and agricultural engineering.
- Demonstrated experience in leading multidisciplinary teams and managing complex projects in diverse cultural and geographical settings.
- Proven track record of successfully delivering projects on time, within budget, and to the satisfaction of stakeholders.

Qualifications:

- Bachelor's or Master's degree in Civil Engineering, Water Resources Engineering, or a related field from a recognized institution.

- Professional engineering license or certification in irrigation engineering or related discipline preferred.
- Excellent leadership, communication, and interpersonal skills, with the ability to effectively engage with diverse stakeholders and build consensus.
- Strong project management skills, including proficiency in project planning, budgeting, monitoring, and evaluation.
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.2 Designation: Contract Engineer

Responsibilities:

1. Manage the procurement process for construction contracts, including preparation of bidding documents, bid evaluation, and contract negotiation, in compliance with World Bank procurement regulations.
2. Coordinate with project stakeholders, including government agencies, contractors, and consultants, to ensure timely and efficient implementation of construction contracts.
3. Review and analyze contractor submissions, including technical proposals, bid prices, and qualifications, to assess compliance with project requirements and evaluate value for money.
4. Provide technical support and guidance to project team members on contract administration, including contract interpretation, change management, and dispute resolution.
5. Monitor contractor performance and progress against contractual milestones, conducting site visits and inspections as needed to verify quality, safety, and adherence to specifications.
6. Prepare progress reports, contract variations, and other contractual documentation for review and approval by project management and funding agencies.
7. Ensure compliance with environmental and social safeguards requirements throughout the procurement and implementation of construction contracts.
8. Support capacity building and knowledge transfer activities to enhance the procurement capacity of project counterparts and stakeholders.

Experience:

- Minimum of 10 years of experience in contract management and procurement, preferably in the context of infrastructure projects.
- Demonstrated experience in managing procurement processes, including preparation of bidding documents, bid evaluation, and contract negotiation,
- Strong technical background in civil engineering, construction management, or related field, with expertise in contract administration, construction supervision, and quality assurance.
- Experience working in multicultural and multidisciplinary teams, with the ability to effectively communicate and collaborate with diverse stakeholders.
- Familiarity with environmental and social safeguards policies and requirements, as well as project management principles and practices.

Qualifications:

- Bachelor's or Master's degree in Civil Engineering, Construction Management, Procurement, or a related field from a recognized institution.
- Professional certification in contract management, procurement, or related discipline preferred.
- Excellent analytical, negotiation, and communication skills, with the ability to effectively manage contractual relationships and resolve disputes.
- Proficiency in project management software and Microsoft Office applications, with the ability to generate reports, analyze data, and track project progress.

- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.3 Designation: GIS and Data Manager

Responsibilities:

1. Develop and maintain Geographic Information Systems (GIS) databases and spatial datasets for irrigation engineering projects, including geospatial data collection, analysis, and visualization.
2. Conduct spatial analysis and modeling to support project planning, design, and decision-making processes, including land use planning, water resource management, and environmental impact assessment.
3. Collaborate with project team members to integrate GIS data and analysis into engineering design and supervision activities, ensuring alignment with project objectives and requirements.
4. Provide technical support and training to project staff and stakeholders on GIS tools and techniques, including data collection, manipulation, and interpretation.
5. Manage and update project-related databases, including project documentation, progress reports, and spatial datasets, to ensure accuracy, completeness, and accessibility of project information.
6. Generate maps, charts, and other visualizations to communicate project findings, results, and recommendations to project stakeholders and decision-makers.
7. Support monitoring and evaluation activities by collecting, analyzing, and reporting spatial data on project performance, impacts, and outcomes.
8. Ensure compliance with data management standards, including data security, privacy, and confidentiality, and adhere to relevant ethical and legal requirements.

Experience:

- Minimum of 5-8 years of experience in geographic information systems (GIS) and data management, preferably in the context of engineering or infrastructure projects.
- Demonstrated experience in developing and managing GIS databases, conducting spatial analysis, and producing maps and visualizations to support project planning and decision-making.
- Proficiency in GIS software and tools, such as ArcGIS, QGIS, and Google Earth, as well as data management platforms and techniques for data collection, processing, and storage.
- Experience working with multidisciplinary teams and stakeholders to integrate GIS data and analysis into engineering design and supervision activities.
- Familiarity with environmental and social safeguards requirements, as well as project management principles and practices.
- Excellent communication, interpersonal, and teamwork skills, with the ability to effectively collaborate with diverse stakeholders and translate technical information into actionable insights.

Qualifications:

- Bachelor's or Master's degree in Geographic Information Systems, Geography, Environmental Science, Civil Engineering, or a related field from a recognized institution.
- Professional certification in GIS or related discipline preferred.
- Strong analytical and problem-solving skills, with the ability to interpret and analyze complex spatial data and provide meaningful insights and recommendations.
- Proficiency in programming languages and scripting tools for GIS data analysis and automation, such as Python, R, or SQL, is advantageous.
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.4 Designation: Chief Resident Engineer

Responsibilities:

1. Provide technical leadership and oversight for the construction and supervision of irrigation engineering projects, ensuring compliance with design specifications, quality standards, and safety requirements.
2. Manage and coordinate construction activities, including earthworks, concrete works, and structural installations, to ensure timely and efficient project delivery.
3. Supervise and direct site staff, including engineers, technicians, and laborers, to ensure that work is performed safely, accurately, and in accordance with project plans and specifications.
4. Conduct regular site inspections and quality control checks to monitor construction progress, identify issues or deviations from the design, and implement corrective actions as needed.
5. Review and approve contractor submittals, including shop drawings, material samples, and method statements, to ensure compliance with project requirements and specifications.
6. Coordinate with project stakeholders, including government agencies, contractors, and consultants, to resolve technical issues, address concerns, and facilitate project progress.
7. Prepare progress reports, construction documentation, and other project deliverables for review and approval by project management and funding agencies.
8. Ensure compliance with environmental and social safeguards requirements, as well as health and safety regulations, throughout the construction process.
9. Provide technical support and guidance to project staff and stakeholders, including training and capacity building activities to enhance construction management skills and knowledge transfer.

Experience:

- Minimum of 15 years of experience in construction management and supervision, with a focus on irrigation engineering projects, similar to ones stated in TOR.
- Strong technical background in civil engineering, with expertise in structural design, hydraulic engineering, and construction materials and methods.
- Demonstrated experience in managing large-scale construction projects, including experience as a resident engineer or construction manager on infrastructure projects.
- Proven track record of successfully delivering projects on time, within budget, and to the satisfaction of stakeholders, with a focus on quality and safety.
- Experience working in multicultural and multidisciplinary teams, with the ability to effectively communicate and collaborate with diverse stakeholders.
- Familiarity with environmental and social safeguards policies and requirements, as well as project management principles and practices.

Qualifications:

- Bachelor's or Master's degree in Civil Engineering, Construction Management, or a related field from a recognized institution.
- Professional engineering license or certification preferred.
- Excellent leadership, communication, and interpersonal skills, with the ability to effectively manage construction teams and resolve technical issues.
- Proficiency in construction management software and Microsoft Office applications, with the ability to generate reports, analyze data, and track project progress.
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.5 Designation: Hydraulic Design Engineer

Responsibilities:

1. Lead and manage the hydraulic design and analysis of irrigation infrastructure projects, including canals, dams, weirs, and distribution networks, to optimize water distribution efficiency and improve irrigation performance.
2. Conduct detailed hydraulic modeling and simulation studies to evaluate water flow, pressure, and distribution within the irrigation system, identifying design parameters and optimizing system performance.
3. Develop design criteria, technical specifications, and engineering standards for hydraulic components and structures, ensuring compliance with regulatory requirements and project objectives.
4. Coordinate with multidisciplinary teams, including civil engineers, hydrologists, and environmental specialists, to integrate hydraulic design considerations into overall project planning and implementation.
5. Utilize Geographic Information Systems (GIS) and other spatial analysis tools to incorporate topographic, land use, and environmental data into hydraulic modeling and design processes.
6. Provide technical support and guidance to project staff and stakeholders on hydraulic engineering principles, design methodologies, and best practices.
7. Prepare detailed engineering drawings, plans, and calculations for hydraulic structures and components, ensuring accuracy, completeness, and adherence to design specifications.
8. Review and analyze contractor submissions, including design proposals and construction plans, to ensure compliance with hydraulic design requirements and project specifications.
9. Conduct site inspections and field surveys to verify hydraulic design parameters, assess construction progress, and identify issues or deviations from the design.
10. Prepare technical reports, presentations, and documentation to communicate design findings, recommendations, and solutions to project stakeholders and decision-makers.

Experience:

- Minimum of 10 years of experience in hydraulic engineering design and analysis, with a focus on irrigation infrastructure projects, similar to ones stated in TOR Strong technical background in hydraulic engineering, with expertise in open channel flow, pipe flow, and hydraulic structure design and analysis.
- Demonstrated experience in conducting hydraulic modeling and simulation studies using software such as HEC-RAS, SWMM, and EPANET or equal, as well as proficiency in GIS and spatial analysis tools.
- Experience working in multicultural and multidisciplinary teams, with the ability to effectively communicate and collaborate with diverse stakeholders.
- Familiarity with environmental and social safeguards policies and requirements, as well as project management principles and practices.

Qualifications:

- Bachelor's or Master's degree in Civil Engineering, Hydraulic Engineering, Water Resources Engineering, or a related field from a recognized institution.
- Professional engineering license or certification preferred.
- Excellent analytical, problem-solving, and communication skills, with the ability to translate technical information into actionable insights and recommendations.
- Proficiency in hydraulic modeling software, GIS tools, and other relevant engineering software applications.
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.6 Designation: Agricultural Engineering Specialist

Responsibilities:

1. Provide technical expertise and guidance on agricultural engineering aspects of irrigation projects, including crop water requirements, irrigation scheduling, and agronomic practices, to optimize agricultural productivity and water use efficiency.
2. Conduct field assessments and surveys to evaluate existing agricultural practices, water management systems, and crop performance, identifying opportunities for improvement and innovation.
3. Collaborate with multidisciplinary teams, including irrigation engineers, agronomists, and socio-economic specialists, to integrate agricultural engineering considerations into overall project planning and design.
4. Develop crop water demand models, irrigation scheduling tools, and decision support systems to assist farmers in optimizing irrigation practices and maximizing crop yields.
5. Provide technical support and training to project staff and stakeholders on agricultural engineering principles, practices, and technologies, including drip irrigation, sprinkler irrigation, and precision agriculture.
6. Conduct outreach and extension activities to disseminate best practices and technologies in agricultural engineering to farmers and agricultural stakeholders, promoting adoption and uptake of innovative solutions.
7. Assess the socio-economic and environmental impacts of agricultural engineering interventions, including water-saving technologies, soil conservation measures, and crop diversification strategies.
8. Prepare technical reports, publications, and presentations to communicate research findings, recommendations, and lessons learned to project stakeholders, policymakers, and the broader agricultural community.

Experience:

- Minimum of 10 years of experience in agricultural engineering, with a focus on irrigation and water management, similar to ones stated in TOR Strong technical background in agronomy, crop science, soil and water management, and agricultural engineering principles and practices.
- Demonstrated experience in conducting field assessments, surveys, and research studies to evaluate agricultural practices, water use efficiency, and crop performance.
- Experience working in multicultural and multidisciplinary teams, with the ability to effectively communicate and collaborate with diverse stakeholders.
- Familiarity with environmental and social safeguards policies and requirements, as well as project management principles and practices.

Qualifications:

- Bachelor's or Master's degree in Agricultural Engineering, Agronomy, Crop Science, Soil and Water Management, or a related field from a recognized institution.
- Professional certification or licensure in agricultural engineering or related discipline preferred.
- Excellent analytical, problem-solving, and communication skills, with the ability to translate technical information into actionable insights and recommendations.
- Proficiency in agricultural engineering software and tools, including irrigation scheduling models, crop simulation models, and geographic information systems (GIS).
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.7 Designation: Irrigation Engineer

Responsibilities:

- Design and analyze irrigation systems, including canals, pipelines, and water distribution networks, to optimize water use efficiency and crop yield.
- Conduct hydraulic modeling and simulation studies to evaluate water flow, pressure, and distribution within the irrigation system.
- Develop technical specifications, drawings, and design calculations for irrigation infrastructure components.
- Coordinate with multidisciplinary teams to integrate irrigation design considerations into overall project planning and implementation.
- Conduct site visits and inspections to assess existing irrigation infrastructure and identify opportunities for improvement.
- Provide technical support and guidance to project staff and stakeholders on irrigation engineering principles and practices.
- Prepare engineering reports, presentations, and documentation to communicate design findings and recommendations.
- Experience:
- Bachelor's or Master's degree in Civil Engineering, Agricultural Engineering, or a related field.
- 2-5 years of experience in irrigation engineering or related field.
- Proficiency in hydraulic modeling software and CAD tools.
- Strong communication and teamwork skills.
- Qualifications:
- Bachelor's or Master's degree in Civil Engineering, Agricultural Engineering, or a related field.
- Strong technical skills in hydraulic modeling and CAD software.
- Excellent communication and teamwork skills.

1.8 Designation: Geotechnical Engineer

Responsibilities:

- Conduct geotechnical investigations and soil testing to assess soil properties, stability, and bearing capacity for infrastructure projects.
- Analyze geotechnical data and prepare geotechnical reports, including recommendations for foundation design and slope stability.
- Design and supervise construction of foundations, retaining structures, and earthworks, ensuring compliance with design specifications.
- Provide technical support and guidance on geotechnical engineering issues to project staff and stakeholders.
- Conduct field inspections and monitoring to assess ground conditions and address geotechnical challenges during construction.
- Experience:
- Bachelor's or Master's degree in Geotechnical Engineering, Civil Engineering, or a related field.
- 2-5 years of experience in geotechnical engineering or related field.
- Proficiency in geotechnical analysis software and field testing techniques.
- Strong communication and problem-solving skills.
- Qualifications:
- Bachelor's or Master's degree in Geotechnical Engineering, Civil Engineering, or a related field.
- Proficiency in geotechnical analysis software and field testing techniques.
- Excellent communication and problem-solving skills.

1.9 Designation: Structural Engineer

Responsibilities:

- Design and analyze structural components and systems for infrastructure projects, including buildings, bridges, and dams.
- Conduct structural calculations and simulations to evaluate structural performance and ensure compliance with design standards.
- Prepare technical specifications, drawings, and design reports for structural elements.
- Coordinate with architects, engineers, and contractors to integrate structural design considerations into overall project planning and implementation.
- Conduct site visits and inspections to assess existing structures and identify opportunities for reinforcement or rehabilitation.
- Experience:
- Bachelor's or Master's degree in Structural Engineering, Civil Engineering, or a related field.
- 2-5 years of experience in structural engineering or related field.
- Proficiency in structural analysis software and CAD tools.
- Strong communication and problem-solving skills.
- Qualifications:
- Bachelor's or Master's degree in Structural Engineering, Civil Engineering, or a related field.
- Proficiency in structural analysis software and CAD tools.
- Excellent communication and problem-solving skills.

1.10 Designation: Junior Engineer**Responsibilities:**

- Assist senior engineers in design, analysis, and supervision tasks for infrastructure projects.
- Conduct field inspections and data collection to support engineering assessments and evaluations.
- Prepare technical drawings, reports, and documentation under the guidance of senior engineers.
- Assist in coordination and communication with project stakeholders, contractors, and consultants.
- Provide support for project planning, scheduling, and budgeting activities.
- Experience:
- Bachelor's degree in Civil Engineering, Agricultural Engineering, or a related field.
- Entry-level position with 0-2 years of experience.
- Basic knowledge of engineering principles and practices.
- Strong willingness to learn and develop technical skills.
- Qualifications:
- Bachelor's degree in Civil Engineering, Agricultural Engineering, or a related field.
- Strong willingness to learn and develop technical skills.
- Good communication and teamwork skills.

1.11 Designation: CAD Operators**Responsibilities:**

- Prepare technical drawings and plans using computer-aided design (CAD) software.
- Assist engineers and designers in developing detailed engineering drawings and specifications.
- Ensure accuracy, completeness, and adherence to design standards and specifications.
- Collaborate with engineering teams to incorporate design changes and revisions.
- Maintain and update CAD files and documentation as needed.
- Experience:

- Diploma or certificate in CAD drafting or related field.
- 2-5 years of experience as a CAD operator in engineering or architectural firms.
- Proficiency in CAD software (e.g., AutoCAD, MicroStation).
- Strong attention to detail and accuracy.
- Qualifications:
- Diploma or certificate in CAD drafting or related field.
- Proficiency in CAD software (e.g., AutoCAD, MicroStation).
- Strong attention to detail and accuracy.

1.12 Designation: Quantity Surveyors

Responsibilities:

- Prepare quantity take-offs and cost estimates for construction projects.
- Analyze project plans and specifications to identify materials, labor, and equipment requirements.
- Obtain and evaluate quotations and bids from suppliers and subcontractors.
- Monitor project costs and expenditures, tracking variations and adjustments.
- Prepare progress payments and final accounts for contractors and consultants.
- Experience:
- Diploma or degree in Quantity Surveying, Civil Engineering, or a related field.
- 2-5 years of experience as a quantity surveyor or estimator in construction projects.
- Proficiency in quantity surveying software and cost estimating tools.
- Strong analytical and numerical skills.
- Qualifications:
- Diploma or degree in Quantity Surveying, Civil Engineering, or a related field.
- Proficiency in quantity surveying software and cost estimating tools.
- Strong analytical and numerical skills.

1.13 Designation: Field Surveyors

Responsibilities:

- Conduct topographic surveys, boundary surveys, and construction surveys for infrastructure projects.
- Operate surveying instruments, such as total stations, GPS receivers, and levels, to collect field data.
- Process and analyze survey data using surveying software and geographic information systems (GIS).
- Prepare survey plans, maps, and reports to support project design and construction activities.
- Assist engineers and designers in interpreting survey data and integrating it into project plans and specifications.
- Experience:
- Diploma or certificate in Surveying, Civil Engineering, or a related field.
- 2-5 years of experience as a field surveyor in infrastructure projects.
- Proficiency in surveying instruments and techniques.
- Familiarity with surveying software and GIS tools.
- Qualifications:
- Diploma or certificate in Surveying, Civil Engineering, or a related field.
- Proficiency in surveying instruments and techniques.
- Familiarity with surveying software and GIS tools.

1.14 Designation: Computer Operators

Responsibilities:

- Operate and maintain computer systems and peripherals for engineering and administrative tasks.

- Perform data entry, processing, and management tasks using office software applications.
- Assist engineers and project managers in organizing and maintaining project documentation.
- Coordinate with IT staff to troubleshoot technical issues and ensure smooth operation of computer systems.
- Provide technical support and training to staff on computer applications and systems.
- Experience:
- Diploma or certificate in Computer Science, Information Technology, or a related field.
- 2-5 years of experience as a computer operator or IT support technician.
- Proficiency in office software applications (e.g., Microsoft Office, Adobe Acrobat).
- Strong problem-solving and communication skills.
- Qualifications:
- Diploma or certificate in Computer Science, Information Technology, or a related field.
- Proficiency in office software applications (e.g., Microsoft Office, Adobe Acrobat).
- Strong problem-solving and communication skills.

1.15 Designation: Resident Engineer (Site Supervision)

Responsibilities:

- Provide on-site technical leadership and oversight for construction activities, ensuring compliance with design specifications, quality standards, and safety requirements.
- Manage and coordinate construction activities, including earthworks, concrete works, and structural installations, to ensure timely and efficient project delivery.
- Supervise and direct site staff, including engineers, technicians, and laborers, to ensure that work is performed safely, accurately, and in accordance with project plans and specifications.
- Conduct regular site inspections and quality control checks to monitor construction progress, identify issues or deviations from the design, and implement corrective actions as needed.
- Review and approve contractor submittals, including shop drawings, material samples, and method statements, to ensure compliance with project requirements and specifications.
- Coordinate with project stakeholders, including government agencies, contractors, and consultants, to resolve technical issues, address concerns, and facilitate project progress.
- Prepare progress reports, construction documentation, and other project deliverables for review and approval by project management and funding agencies.
- Ensure compliance with environmental and social safeguards requirements, as well as health and safety regulations, throughout the construction process.
- Provide technical support and guidance to project staff and stakeholders, including training and capacity building activities to enhance construction management skills and knowledge transfer.
- Experience:
- Bachelor's or Master's degree in Civil Engineering, Construction Management, or a related field.
- 10 years of experience in construction management and site supervision, preferably in the context of projects similar to ones stated in TOR
- Strong technical background in civil engineering, with expertise in structural design, hydraulic engineering, and construction materials and methods.
- Demonstrated experience in managing construction teams and coordinating with diverse stakeholders.

- Familiarity with environmental and social safeguards policies and requirements, as well as project management principles and practices.
- Qualifications:
- Bachelor's or Master's degree in Civil Engineering, Construction Management, or a related field.
- Excellent leadership, communication, and interpersonal skills.
- Proficiency in project management software and Microsoft Office applications.
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.16 *Designation: Material Engineer (Site Supervision)*

Responsibilities:

- Manage materials procurement, testing, and quality control activities for construction projects, ensuring compliance with design specifications and industry standards.
- Conduct material testing and analysis to assess properties and performance characteristics of construction materials, including aggregates, concrete, asphalt, and steel.
- Develop material specifications, testing procedures, and quality assurance protocols for construction materials and components.
- Coordinate with suppliers, contractors, and testing laboratories to ensure timely delivery of materials and accurate testing results.
- Monitor and inspect materials handling, storage, and installation practices on construction sites to verify compliance with quality standards and specifications.
- Investigate material-related issues and failures, conducting root cause analysis and implementing corrective actions to prevent recurrence.
- Prepare material testing reports, documentation, and certification for review and approval by project management and funding agencies.
- Provide technical support and training to project staff and contractors on material selection, testing, and quality control procedures.
- Experience:
- Bachelor's or Master's degree in Materials Engineering, Civil Engineering, or a related field.
- 5-10 years of experience in materials engineering and quality control, preferably in the context of construction projects.
- Strong technical background in materials science, with expertise in material testing and analysis techniques.
- Demonstrated experience in managing materials procurement, testing, and quality assurance activities.
- Familiarity with construction materials specifications, testing standards, and industry best practices.
- Qualifications:
- Bachelor's or Master's degree in Materials Engineering, Civil Engineering, or a related field.
- Excellent analytical, problem-solving, and communication skills.
- Proficiency in materials testing equipment and software.
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.17 *Designation: Site Supervision Engineers*

Responsibilities:

- Provide technical supervision and oversight for construction activities on project sites, ensuring compliance with design specifications, quality standards, and safety requirements.

- Conduct regular site inspections and quality control checks to monitor construction progress, identify issues or deviations from the design, and implement corrective actions as needed.
- Review and interpret engineering drawings, specifications, and contract documents to ensure accurate implementation of construction plans.
- Coordinate with contractors, subcontractors, and suppliers to resolve technical issues, address concerns, and facilitate project progress.
- Assist in the preparation of work schedules, progress reports, and construction documentation for review and approval by project management and funding agencies.
- Provide technical support and guidance to site staff and contractors, including training and capacity building activities to enhance construction management skills and knowledge transfer.
- Experience:
- Bachelor's or Master's degree in Civil Engineering, Construction Management, or a related field.
- 3-5 years of experience in construction supervision and site management, preferably in the context of infrastructure projects.
- Strong technical background in civil engineering, with expertise in structural design, construction materials, and construction methods.
- Demonstrated experience in managing construction teams and coordinating with diverse stakeholders.
- Familiarity with environmental and social safeguards policies and requirements, as well as project management principles and practices.
- Qualifications:
- Bachelor's or Master's degree in Civil Engineering, Construction Management, or a related field.
- Excellent communication, teamwork, and problem-solving skills.
- Proficiency in construction management software and Microsoft Office applications.
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.18 Designation: Site Surveyors

Responsibilities:

- Conduct topographic surveys, boundary surveys, and construction surveys on project sites to support engineering design and construction activities.
- Operate surveying instruments, such as total stations, GPS receivers, and levels, to collect field data and establish control points.
- Process and analyze survey data using surveying software and geographic information systems (GIS) to generate accurate survey plans, maps, and reports.
- Assist engineers and designers in interpreting survey data and integrating it into project plans and specifications.
- Conduct site inspections and monitoring to verify construction layout, alignment, and grade control.
- Experience:
- Diploma or certificate in Surveying, Civil Engineering, or a related field.
- 2-5 years of experience as a site surveyor in construction projects.
- Proficiency in surveying instruments and techniques.
- Familiarity with surveying software and GIS tools.
- Qualifications:
- Diploma or certificate in Surveying, Civil Engineering, or a related field.
- Proficiency in surveying instruments and techniques.
- Familiarity with surveying software and GIS tools.

1.19 Designation: Environmental Engineer/Environmental Compliance Expert

Responsibilities:

- Conduct environmental assessments and impact studies for construction projects to identify potential environmental risks and mitigation measures.
- Develop environmental management plans and compliance strategies to ensure project activities comply with environmental regulations and standards.
- Monitor construction activities and implement environmental safeguards to minimize environmental impacts, such as soil erosion, water pollution, and habitat destruction.
- Coordinate with regulatory agencies, environmental consultants, and community stakeholders to obtain permits and approvals for project activities.
- Conduct environmental audits and inspections to assess compliance with environmental requirements and identify areas for improvement.
- Provide technical support and training to project staff and contractors on environmental management practices and procedures.
- Experience:
- Bachelor's or Master's degree in Environmental Engineering, Environmental Science, or a related field.
- 5-10 years of experience in environmental engineering or environmental compliance, preferably in the context of construction projects.
- Strong technical background in environmental assessments, impact studies, and regulatory compliance.
- Demonstrated experience in developing and implementing environmental management plans and strategies.
- Familiarity with environmental regulations and standards, as well as project management principles and practices.
- Qualifications:
- Bachelor's or Master's degree in Environmental Engineering, Environmental Science, or a related field.
- Excellent communication, teamwork, and problem-solving skills.
- Proficiency in environmental assessment tools and software.
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.20 Designation: Sociologist/Social and Community Organizers

Responsibilities:

- Conduct social assessments and community consultations to identify social and cultural factors relevant to project planning and implementation.
- Develop community engagement strategies and participatory approaches to ensure meaningful involvement of stakeholders in project decision-making processes.
- Facilitate communication and collaboration between project stakeholders, including government agencies, local communities, and civil society organizations.
- Implement social safeguards and mitigation measures to address potential social impacts of project activities, such as resettlement, land acquisition, and livelihood displacement.
- Monitor social impacts and community feedback throughout project implementation, conducting periodic reviews and evaluations to assess project performance.
- Provide technical support and training to project staff and stakeholders on social and community development issues, including gender equality, social inclusion, and cultural sensitivity.

- Experience:
- Bachelor's or Master's degree in Sociology, Social Work, Anthropology, or a related field.
- 5-10 years of experience in social and community development, preferably in the context of infrastructure projects.
- Strong understanding of social and cultural dynamics, with expertise in participatory approaches and community engagement.
- Demonstrated experience in conducting social assessments, stakeholder consultations, and community mobilization activities.
- Familiarity with social safeguards policies and requirements, as well as project management principles and practices.
- Qualifications:
- Bachelor's or Master's degree in Sociology, Social Work, Anthropology, or a related field.
- Excellent communication, facilitation, and interpersonal skills.
- Proficiency in participatory methodologies and community engagement techniques.
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.21 Designation: Legal Expert

Responsibilities:

- Provide legal advice and guidance on contractual, regulatory, and compliance issues related to project implementation.
- Review and analyze project documents, including contracts, agreements, and legal instruments, to ensure compliance with applicable laws and regulations.
- Draft and negotiate legal agreements, memoranda of understanding, and other legal documents on behalf of project stakeholders.
- Conduct legal research and analysis to assess legal risks, identify potential liabilities, and propose risk mitigation strategies.
- Provide legal support and representation in dispute resolution processes, including mediation, arbitration, and litigation.
- Coordinate with external legal counsel, regulatory authorities, and government agencies to address legal issues and concerns.
- Prepare legal opinions, reports, and documentation for review and approval by project management and funding agencies.
- Experience:
- Bachelor's or Master's degree in Law, Legal Studies, or a related field.
- 5-10 years of experience as a legal advisor or consultant, preferably in the context of infrastructure projects.
- Strong understanding of contract law, administrative law, and regulatory compliance.
- Demonstrated experience in drafting legal documents, negotiating agreements, and providing legal counsel to project stakeholders.
- Familiarity with international legal frameworks, as well as project management principles and practices.
- Qualifications:
- Bachelor's or Master's degree in Law, Legal Studies, or a related field.
- Excellent analytical, problem-solving, and communication skills.
- Proficiency in legal research and drafting.
- Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

1.22 Designation: IT Specialist

Responsibilities:

- Manage and support information technology systems and infrastructure for project implementation and management.
- Configure, install, and maintain hardware and software components, including servers, workstations, and networking equipment.
- Provide technical support and troubleshooting for computer systems, software applications, and IT-related issues.
- Implement and maintain data management systems and databases for project documentation, reporting, and information sharing.
- Develop and implement IT security policies and procedures to protect project data and information assets from unauthorized access, disclosure, or loss.
- Coordinate with IT vendors, consultants, and service providers to procure and implement IT solutions and services.
- Provide training and capacity building to project staff and stakeholders on IT systems, applications, and best practices.
- Experience:
 - Bachelor's or Master's degree in Information Technology, Computer Science, or a related field.
 - 5-10 years of experience in IT systems administration and support, preferably in the context of infrastructure projects.
 - Strong technical background in hardware, software, networking, and cybersecurity.
 - Demonstrated experience in managing IT systems and infrastructure in complex organizational environments.
 - Familiarity with project management principles and practices.
- Qualifications:
 - Bachelor's or Master's degree in Information Technology, Computer Science, or a related field.
 - Strong technical skills in IT systems administration and support.
 - Excellent communication and problem-solving skills.
 - Fluency in English required; proficiency in other languages, particularly those commonly spoken in project countries, is advantageous.

6. Consultants Office

The Consultant shall establish main office in Quetta in close proximity (walking distance) from the CLIENT office. Similarly, the consultant shall have to establish field office near the site.

7. Facilities from the Client

The Client will facilitate the Consultants to obtain all reports, maps, data, or any other information relevant to the project and available with provincial Irrigation Department or other line departments. The Client will also provide the Consultants with all permissions and approvals needed by the Consultants to obtain (if available) maps, aerial photographs, remote sensing data and images, or to import into Pakistan equipment and supplies needed to enable the consultants to carry out the Tasks relevant to the assignment. The Client will assist the Consultants and each of its personnel with work permits and such other documents as shall be necessary to enable them to perform their services; and also assist in issuance of entry and exit visas, residence permits, and other necessary documents for the expatriate employees of the Consultants and their eligible dependents, required for their stay in Pakistan. Any duties, fees or other port charges on staff or equipment shall not be reimbursable by Client. Equipment, computers, instruments and furniture etc required by the Consultants under the Consultancy Services shall be returned to Irrigation Department.

8. Other Expenditure Details

S.No	Description	Requirement
------	-------------	-------------

1	Rent and POL/ maintenance/ repair (4 x 4 Wheel Drive) +POL+ driver (4 Nrs)	(4X48) = 192 months
2	Rental Office Building (02 Nr exclusively for design and supervision)) including utilities	6 Months Design & 42 Months Supervision
3	Stationary, Photostat and Utilities Charges (LS)	Lump sum
4	Purchase of office equipment, computers, laptop, printers, digital cameras (Drone and Digital) and office furniture etc. (LS)	Lump sum

Qualification of Consultants:

The selection criteria and requirements are:

1. Corporate capacity for offering similar services (Core business) for Ten (10) years.
2. At least five (5) similar assignments completed/under taken in the last ten years indicating the nature and scope of these assignments in areas of design, supervision, procurement, contract administration, quality assurance, environment, management planning, implementation of resettlement action plan,
3. The firm should provide details including documentary evidences regarding contract awards, reference letters, undertaken projects completion/ongoing progress from the clients along with postal address and client contact numbers, stating the scope of services and deliverables of projects completed/under taken in the last Ten (10) years,
4. In the case of a Joint Venture (JV), the details of such projects will be provided separately for the primary or associated consultant,
5. Details of the logistic capacity of the firm including general availability of technically qualified staff.

Selection Process:

A consulting firm will be selected in accordance with Quality and Cost Based Selection (QCBS) method set out in the World Bank's Procurement Regulations (Nov 2020) www.worldbank.org/procure.

ANNEXURE - I

Sr No	Description	District
	<u>Mekran Irrigation Zone</u>	
	Package-I	
1	Barit Pirandar Dam	Awaran
2	Sairh Protection Bund. Jhao, Awaran	Awaran
3	Awaran Bazar, Awaran	Awaran
4	Sawar Kaur Dam	Gwadar
5	Roomrao Dam	Gwadar
6	Merani Dam	Kech
	Package-II	
1	Thrara Flood Protection Bund	Lasbela
2	Gagoo Flood Protection Bund	Lasbela
3	Restoration of Flood Protection Embankment U/S of Nurg Hingri Weir (Shurli & Faizo Bund)	Lasbela
	Package-III	
1	Daroo wala Flood Protection Structure	Lasbela
2	Restoration of Lasbella Canal	Hub
3	Sohar Gath Dam	Hub
4	Drazi Flood Protection Bund	Hub
	<u>Canal Irrigation Zone</u>	

	Package-IV	
1	Restoration / Strengthening of flood embankment of Main Rabi Canal from RD.0 to RD.100 and Rabi Canal -II from RD.0 to 22 km District Naseerabad	Naseerabad
2	Restoration / Strengthening of flood embankment of Patfeeder Canal from RD.455 to RD.505 & RD-558 to 621 District Naseerabad.	Naseerabad
3	Rehabilitation of Main Drains i-e Naseer, Judair, Temple, Jhal Pat, Mohabat, Ballan, Rupa, Umrani and Magsi drains in District Naseerabad and Jaffarabad	Naseerabad & Jaffarabad
	Package-V	
1	Construction of Syphon at RD.70 and 4 Nos VRBs at different reaches of Uch Canal District Sohbat Pur	Sohbat pur
2	Flood Protection Bund for sohbatpur Town	Sohbat pur
3	Restoration / Strengthening of embankment of Hairdin Main Drain from RD.0 to RD.62 and Construction of 3 Nos VRB at Different Places District Sohbat Pur	Sohbat pur
	Package-VI	
1	Construction of flood Protection Bund for Dera Allah Yar Town and realignment of Jhat Pat main Drain from City area District Jaffarabad	Jaffarabad
2	Restoration of Damages to Escape Channel & Akbar Minor alongwith structures District Jhal Magsi	Jhal Magsi
3	reconstruction of flood protection band near Zain ul abideen Khan Khos	Sohbat pur
4	Restoration of Flood Protection Bund Gandawah Town left and Right Side District Jhal Magsi	Jhal Magsi
	Quetta Irrigation Zone	
	Package-VII	
1	Rabat Dam	Duki
2	Zarkhail Delay Action Dam Sharaghg Area	Harnai
3	Walla Delay Action Dam Zarghoon Ghar Area	Harnai
4	Khazeena Dam	Musakhel
5	Gargoji perennial irrigation scheme	Musakhel
	Package-VIII	
1	Flood Protection along Nari River at Ghulam Bolak Area Sibi	Sibi
2	Khumbri Dam	Kachhi
3	Sibri Dam	Kachhi
4	Qamber Dam	Kachhi
	Package-IX	
1	Toiwer Batozai FIS	Killa Saifullah
2	Akhtar Nikah Dam	Killa Saifullah

	Package-X0	
1	Mako Kach Dam	Killa Abdullah
2	Rehabilitation of Sanzala Karez (Tehsil Huramazai), Zaida Dam i/c check dams & flood protection in Sharan (Tehsil Nana Sahib)	Pishin
	Package-XI	
1	Mazoo Dam	Ziarat
2	Zandra Tangi Gravity Dam	Ziarat
3	Peechi Dam	Ziarat
4	Kaddi kach Dam	Ziarat
	Khuzdar Irrigation Zone	
	Package-XII	
1	Laghamgir Dam	Kalat
2	Sarawan Irrigation Scheme	Kalat
3	Padmaran Dam	Kalat
4	Lohi Dam & conveyence system Restoration	Khuzdar
5	Zawa Irrigation Scheme	Khuzdar
6	Thal Dam	Mastung
7	Splinji-I Dam	Mastung
	Package-XIII	
1	Flood Protection Bunds in Zahrazai Bolak & Mangochar Khaliqabad Pandran Makiki	Kalat
2	Flood Protection Bunds in Gazag Area Khaliqabad and Johan Shakhree Khaliqabad	Kalat
	Package-XIV	
1	Restoration of Baddo Perennial Irrigation Scheme	Kharan
2	Garuk Perennial Irrigation Scheme	Kharan
3	Gatamon Storage Dam	Chagai
4	Azdaghol Dam	Nushki
5	Zaik Perennial Irrigation Scheme	Washuk
6	Plantak Dam	Washuk

PART II

Section 8. Conditions of Contract and Contract Forms

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

Consultant's Services
Time-Based

TABLE OF CONTENTS

I.	Form of Contract.....	121
II.	General Conditions of Contract.....	123
A.	General Provisions.....	123
1.	Definitions.....	123
2.	Relationship between the Parties.....	125
3.	Law Governing Contract.....	125
4.	Language.....	125
5.	Headings.....	125
6.	Communications.....	126
7.	Location.....	126
8.	Authority of Member in Charge.....	126
9.	Authorized Representatives.....	126
10.	Fraud and Corruption.....	126
11.	Effectiveness of Contract.....	127
12.	Termination of Contract for Failure to Become Effective.....	127
13.	Commencement of Services.....	127
14.	Expiration of Contract.....	127
15.	Entire Agreement.....	127
16.	Modifications or Variations.....	127
17.	Force Majeure.....	127
18.	Suspension.....	129
19.	Termination.....	129
C.	Obligations of the Consultant.....	131
20.	General.....	131
21.	Conflict of Interest.....	132
22.	Confidentiality.....	133
23.	Liability of the Consultant.....	133
24.	Insurance to be taken out by the Consultant.....	133
25.	Accounting, Inspection and Auditing.....	134
26.	Reporting Obligations.....	134
27.	Proprietary Rights of the Client in Reports and Records.....	134
28.	Equipment, Vehicles and Materials.....	135
29.	Health and Safety.....	135
30.	Code of Conduct.....	135
31.	Forced Labor.....	136
32.	Child Labor.....	136
33.	Workers' Organizations.....	137
34.	Non-Discrimination and Equal Opportunity.....	137
35.	Experts Grievance Mechanism.....	138
36.	Training of Experts.....	138
D.	Consultant's Experts and Sub-Consultants.....	139
37.	Description of Key Experts.....	139

38.	Replacement of Key Experts.....	139
39.	Approval of Additional Key Experts.....	140
40.	Removal of Experts or Sub-consultants.....	140
41.	Replacement/ Removal of Experts – Impact on Payments.....	140
42.	Working Hours, Overtime, Leave, etc.	141
E.	Obligations of the Client.....	141
43.	Assistance and Exemptions.....	141
44.	Access to Project Site.....	142
45.	Change in the Applicable Law Related to Taxes and Duties.....	142
46.	Services, Facilities and Property of the Client.....	142
47.	Counterpart Personnel.....	143
48.	Payment Obligation.....	143
49.	Ceiling Amount.....	143
50.	Remuneration and Reimbursable Expenses.....	143
51.	Taxes and Duties.....	144
52.	Currency of Payment.....	144
53.	Mode of Billing and Payment.....	144
54.	Interest on Delayed Payments.....	146
G.	Fairness and Good Faith.....	146
55.	Good Faith.....	146
H.	Settlement of Disputes.....	146
56.	Amicable Settlement.....	146
57.	Dispute Resolution.....	146
III.	Special Conditions of Contract.....	149
IV.	Appendices.....	157
	Appendix A – Terms of Reference.....	157
	Appendix B - Key Experts.....	157
	Appendix C – Remuneration Cost Estimates.....	157
	Appendix D – Reimbursable Expenses Cost Estimates.....	161
	Appendix E - Form of Advance Payments Guarantee.....	162
	Appendix F - Code of Conduct.....	164

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

Project Name IFRAP (Irrigation Component)

Procurement of:

*Consultancy Services for Preparation of Assessment Study, Preparation of Detailed Designs,
Procurement Assistance and Supervision of Works (Irrigation Infrastructure)*

RFP No: PK-PIU-IFRAP-CIR-426836-CS-QCBS

**Consulting Services for: *Consultancy Services for Preparation of Assessment Study,
Preparation of Detailed Designs, Procurement Assistance and Supervision of Works
(Irrigation Infrastructure)***

Client: *Irrigation Department Government of Balochistan*

between

IFRA Project (Irrigation Component)
Irrigation Department Government of Balochistan

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

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: Reimbursable Cost Estimates
- Appendix E: Form of Advance Payments Guarantee
- Appendix F: Code of Conduct (ES)

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; 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.

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.

Headings

- 5.1. The headings shall not limit, alter or affect the meaning of this Contract

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to,

war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 58.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 58.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 58.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

- d. Cessation of Services** 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 50;
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance**
- 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. 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 sub consultants' 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 Sub consultants, 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 Sub consultants, 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 Sub consultants, 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 Sub consultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

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

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

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

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

termination of employment or retirement, and disciplinary practices.

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

35. Experts Grievance Mechanism

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

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

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

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

36. Training of Experts

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

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

37. Description of Key Experts

- 37.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 37.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 49.2.
- 37.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 49.2, the Parties shall sign a Contract amendment.

38. Replacement of Key Experts

- 38.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 38.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.

39. Approval of Additional Key Experts

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

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

40. Removal of Experts or Sub-consultants

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

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

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

40.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

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

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

41. Replacement/ Removal of Experts – Impact on Payments

41.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be

paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

42. Working Hours, Overtime, Leave, etc.

- 42.1. Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.
- 42.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.
- 42.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

43. Assistance and Exemptions

- 43.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:
 - (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register

or obtain any permit to practice their profession or to establish themselves either individually or as a

- (f) corporate entity in the Client's country according to the applicable law in the Client's country.
- (g) 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.
- (h) 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

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;¹ (ii) to be a nominated² 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 inspect³ 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.

¹ 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.

² 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.

³ 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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<p>The Contract shall be construed in accordance with the law of The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan</p>
4.1	<p>The language is: English.</p>
6.1 and 6.2	<p>The addresses are</p> <p>Client : Integrated Flood Resilience and Adaptation Project (IFRAP) Government of Balochistan</p> <p>Mr. Barkatullah Kakar</p> <p>Project Director, BIWRMD Project Implementation Unit for Integrated Flood Resilience and Adaptation Project (IFRAP) Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samunqli Road, Quetta (Phone: +92-81-2870705) Email: bssip@yahoo.com</p> <p>Consultant : _____ _____</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: The Project Director Project Implementation Unit (PIU) Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samunqli Road, Quetta (Phone: +92-81-2870705) Email: bssip@yahoo.com</p> <p>For the Consultant: <i>[name, title]</i> _____</p>

11.1	<p>The effectiveness conditions are the following:</p> <p>Date of Receipt of Letter of Commencement for the services from the Client. The following key staff needs to be on board:</p> <ol style="list-style-type: none"> i. Team Leader ii. Contract Engineer iii. GIS and Data Manager iv. Chief Resident Engineer v. Hydraulic Design Engineer vi. Agricultural Engineering Specialist
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be two (2) months</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be Twenty (21) shall be after the effectiveness of the Contract.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing, as well as a kick-off meeting to be attended by all key experts named in Technical Proposal and signed commitment of their availability for the assignment to be submitted.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be <i>42 Months</i> plus one year Defect liability period.</p>
21 b.	<p>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</p> <p>Yes</p>
23.1	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(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</p>

	<p>damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (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; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (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 “applicable law in the Client’s country”,
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> (a) Professional liability insurance, with a minimum coverage of Professional liability insurance, with a minimum coverage equal to the contract price amount; (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 1,000,000 Pakistani Rupees; (c) Third Party liability insurance, with a minimum coverage of 1,000,000 Pakistani Rupees; (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 (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.

27.2	The Consultant shall not use these <i>all documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
43.1 (a) through (f)	<i>Deleted</i>
43.1(g)	<i>Deleted</i>
49.2	<p>The contract ceiling is: _____ <i>[insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>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.</p> <p>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></p>
50.3	<p>Price adjustment on the remuneration “applies”</p> <p>Payments for remuneration made in [local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in local currency on the basis of the rates set forth in Appendix C shall be adjusted every 18 months (and, the first time, with effect for the remuneration earned in the 19th 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>R_f is the adjusted remuneration;</p> <p>R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in local currency;</p> <p>I_f is the official index for salaries in the country of the local currency for the first month for which the adjustment is supposed to have effect; and</p> <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.</p>

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: **Official Index shall be the Consumer Price Index (CPI) issued by Federal Bureau of Statistics, Government of Pakistan**

- (2) Remuneration paid in local currency pursuant to the rates set forth in **Appendix D** shall be adjusted every 18 months (and, for the first time, with effect for the remuneration earned in the 19th the calendar month after the date of the Contract) by applying the following formula:

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

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_l and I_{lo} in the adjustment formula for remuneration paid in local currency: Pakistan, Statistic Division, Pakistan Bureau of Statistic, Islamabad, CPI

<p>51.1 and 51.2</p>	<p>The Client warrants that</p> <p>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 (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>52.1</p>	<p>The currency [currencies] of payment shall be the following: Pak Rupees</p>
<p>53.1(a)</p>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p>

	<p>(1) An advance payment of 10% in the Contract amount against bank guarantee of similar amount in local currency shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 12 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>
53.1(b)	The Consultant shall submit to the Client itemized statements at time intervals of Every Month
53.1(e)	The accounts are: for local currency: <i>[insert account]</i> .
54.1	The interest rate is: The interest rate for local currency (PKR) is: 1% plus KIBOR
57.	<p>Any dispute between the parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other party's request for such amicable settlement may be submitted to either party for settlement in accordance with the provisions of the Arbitration act. 1940. 1940 (Act No X of 1940) and Rules made thereunder and any statutory modifications thereto. Arbitration proceeding shall be held in Karachi (Pakistan)</p> <p>Services under the Contract shall, if reasonably possible continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings</p> <p><i>urs-Conseil</i></p> <p>.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

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

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

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 ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
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]*¹ 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.

¹ 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]__*,² 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.}

² 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

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]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [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] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]

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]	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] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	<u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	<u>Combined Score:</u> [combined score] <u>Ranking:</u> [ranking]
		Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [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]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]			

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)
		Criterion (iv): <i>[insert score]</i>				
		Criterion (v): <i>[insert score]</i>				
		Total score: <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.

