

INTEGRATED FLOOD RESILIENCE AND ADAPTATION PROJECT (IFRAP)



Consulting Services

For

**Design, Procurement Assistance, Contract
Administration and Construction Supervision
(Road Infrastructure Sub-Component)**

Request for Proposals

October 2024

SUMMARY

PART I SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Letter

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

Section 2: Instructions to Consultants and Data Sheet

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

Section 3: Technical Proposal 3 Standard Forms

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

Section 4: Financial Proposal 3 Standard Forms

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

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Fraud and Corruption

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

Section 7: Terms of Reference (TORs)

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

over-write provisions in Section 2.

PART II CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

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

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

PART III NOTIFICATION OF INTENTION TO AWARD AND BENEFICIAL OWNERSHIP FORMS

Section 9: Notification of Intention to Award and Beneficial Ownership Forms

This Section includes two forms. The first form is used to notify Consultants of the Clients intention to award the contract to the successful Consultant. The second form is used to obtain additional beneficial ownership information from successful Consultant for contracts identified in the Procurement Plan.

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Procurement of:

Consulting Services for Design, Procurement Assistance, Contract Administration and Construction Supervision (Road Sector Sub Component) for Integrated Flood Resilience and Adaptation Project (IFRAP).

RFP No: PK-PIU-IFRAP-CIR-441964-CS-QCBS
Consulting Services for: Design, Procurement Assistance, Contract Administration and Construction Supervision for Integrated Flood Resilience and Adaptation Project (Road Infrastructure Component)
Client: Project Implementation Unit (PIU) BIWRMDP
Integrated Flood Resilience and Adaptation Project (IFRAP)
Country: *Pakistan*
Issued on: 23rd October 2024

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PART I

Section 1. Request for Proposal Letter



No. PD/BIWRMDP/IFRAP/(ROAD)/5700/Vol-I

**PROJECT IMPLEMENTATION UNIT
INTEGRATED FLOOD RESILIENCE AND ADAPTATION
PROJECT**

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

Dated: Quetta the 23rd October 2024

Request for Proposal Letter

Name of Assignment: Consulting Services for Design, Procurement Assistance, Contract Administration and Construction Supervision for Integrated Flood Resilience and Adaptation Project (Road Infrastructure)

RFP Reference No.: *PK-PIU-IFRAP-CIR-441964-CS-QCBS*

Credit No.: 7333-PK
Country: Pakistan

Deadline for submission: 25th November 2024

1. M/S Cameos Consultants (Lead Firm) JV Associated Consultancy Centre
Email: cameos.consultant@outlook.com
2. M/S EA Consulting Pvt Ltd Email: info@eaworld.com
3. M/S Osmani & Company (Pvt.) Ltd. Email: bd-khi@osmani.com Email: ocl-khi@osmani.com
4. M/S PEAS Consulting Pvt Ltd Email: info@peasconsulting.com
5. M/S Techno-Consult International (Pvt) Ltd Email: email@techno-consult.com
6. M/S Tumas, Turkish Engineering, Consulting and Contracting Company
Email: tumas@tumas.com.tr
7. M/S Umar Munshi Associates Consulting Engineers (Lead Firm) JV Dongsung Engineering. Co. Ltd. (South Korea) JV Resources Development Consultants Pvt Ltd (RDC)
Email: info@umaconsult.com;
8. M/S Zeeruk International Pvt. Ltd., Email: zeerukpk@yahoo.com

Dear Sir / Madam,

1. The Government of Islamic Republic of Pakistan represented by Government of Balochistan has received financing from the World Bank toward the cost of the Integrated Flood Resilience and Adaptation Project (IFRAP) Project, and intends to apply part of the proceeds for consulting services for preparation of detailed designs, procurement assistance and supervision of works.
2. The Project Implementation Unit (IFRAP) now invites proposals to provide the following consulting services (hereinafter called "Services"): Consulting Services for preparation of detailed designs, procurement assistance and supervision of works.

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 above shortlisted Consultant.
4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under Quality and Cost based Selection (QCBS) 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 –Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal (FTP) - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – Fraud and Corruption
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract (Lump-Sum)
6. Please inform us by 28th October 2024, in writing at Project Implementation Unit (PIU), Integrated Flood Resilience and Adaptation Project (IFRAP) Project, 18-B, Jinnah Town, Samungli Road, Quetta (Phone: +92-81-2870705) or by e-mail ifrappiu.irrigation@gmail.com
 - (a) that you have received this Request for Proposals; and
 - (b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
7. "Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals."
8. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

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

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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) **Clients 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).

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]*

- (j) **Contractors Personnel** is as defined in Clause GCC 1.1(i).
- (k) **Data Sheet** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (l) **Day** means a calendar day, unless otherwise specified as **Business Day**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- (m) **ES** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (n) **Experts** means, collectively, Key Experts, Non- Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (o) **Government** means the government of the Client's country.
- (p) **In writing** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (q) **Joint Venture (JV)** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **Key Expert(s)** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (s) **ITC** (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (t) **Non-Key Expert(s)** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and

whose CVs are not evaluated individually.

- (u) **Proposal** means the Technical Proposal and the Financial Proposal of the Consultant.
- (v) **RFP** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (w) **Services** means the work to be performed by the Consultant pursuant to the Contract.
- (x) **Sexual Exploitation and Abuse (SEA)***
Means the following:
 - Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
 - Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (y) **Sexual Harassment (SH)*** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor9s or Clients Personnel.
- (z) **Site** is as defined in Clause GCC 1.1
- (aa) **SPD - RFP** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

- (bb) **Sub-consultant** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (cc) **Terms of Reference (TORs)** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

*A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's 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 Clients 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 Banks 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**

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 Banks Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBGs 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, sub-consultants, 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 Consultants 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 Banks Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in

the WBGs 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 Borrowers 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 Borrowers 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 Borrowers 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 Borrowers country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultants 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 Borrowers 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 Consultants 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 Consultants 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 Proposals⁹ 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 Banks 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 Clients 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 Clients estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultants 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 Clients 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 Consultants 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 Banks 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 Clients 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 Clients 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 Clients 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 Consultants 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 Consultants 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 Consultants 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 Consultants choice.

23.5 The Financial Proposals shall be opened publicly by the Clients 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 Clients 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 Clients 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 Clients 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 Clients evaluation of the Consultants Financial Proposal shall exclude taxes and duties in the Clients 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.
- 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.
- b. Fixed-Budget Selection (FBS)** 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 Consultants 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 Consultants 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 Consultants 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 Clients 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 Consultants tax liability in the Clients 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 rates⁹ 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 Consultants 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 Banks no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30 Standstill Period

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

response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31 Notification of Intention to Award

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

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32 Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the

successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The Client will require the Consultant to replace any sub-consultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

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

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

32.2 The Contract Award Notice shall be published on the Clients website with free access if available, or in at least one newspaper of national circulation in the Clients 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 Clients Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful

Consultants whose request is received within this deadline.

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

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

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

34 Signing of Contract

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

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

35 Procurement Related Complaint

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

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	Islamic Republic of Pakistan
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) Procurement Regulations “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: <i>Consultancy Services for Design, Procurement Assistance, Contract Administration and Construction Supervision Consultants (Road Infrastructure Sub Component).</i></p>
2.3	<p>A pre-proposal conference will be held: Yes Date of pre-proposal conference: 4th November 2024 Time: 12:00 Hrs (Local Time) Address: 18-B, Jinnah Town, Samungli Road, Quetta, Balochistan, Pakistan Phone No: +92-81-2870705 Email: ifrappiu.irrigation@gmail.com</p> <p>(Online link will be sent via email to the participants 1 week prior to the pre-proposal conference)</p> <p>Contact person/conference coordinator: Engr. Barkatullah Kakar, The Project Director Project Implementation Unit (Client) Telephone: +92-81-2870705 E-mail: ifrappiu.irrigation@gmail.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>Client shall make available all documents that are not subject to non-disclosure subject to condition that such requests are received not later than 5 working days prior to the submission of proposals, if available.</p>
4.1	N/A
6.3.1	<p>A list of debarred firms and individuals is available at the Banks external website: www.worldbank.org/debarr</p>
<p>B. Preparation of Proposals</p>	
9.1	<p>This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following: <u>For</u> <u>FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (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 (8) TECH-7 Code of Conduct (ES): The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultants 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>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
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 for 150 calendar days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than 10 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>The Project Director Project Implementation Unit (PIU) Integrated Flood Resilience and Adaptation Project (IFRAP) Project, Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samunqli Road, Quetta (Phone: +92-81-2870705) E-mail ifrappiu.irrigation@gmail.com</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>

14.1.2	Estimated input of Key Experts time-input: 38 person-months
14.1.3	<p>The Consultant's Proposal must include the minimum Key Experts' time-input of 38 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>
14.1.4 and 27.2	The Consultant's Proposal must include the minimum Key Experts' time-input of 38 person-months.
15.2	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP).</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><u>Financial Proposal</u></p> <p>1. Reimbursable expenses will include:</p> <ul style="list-style-type: none"> ➤ Per Diem ➤ International travel expenses (air tickets, visa and visa renewal fee, in/out airport transportation etc) ➤ Communication costs (TL and all RE Offices) ➤ Office stationery costs (TL and all RE Offices) ➤ Reproduction of reports costs ➤ Computer consumable items i.e., toner, disk, CDs etc (TL and all RE Offices)

16.2	<p>A price adjustment provision applies to local 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) along with the BRA (Balochistan Revenue Authority) Tax 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 may express the price for their Services in Pakistani Rupees Only</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants shall not have the option of submitting their Proposals electronically.</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: 25th November, 2024 Time: 15:00 local time 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, Samunqli Road, Quetta (Phone: +92-81-2870705)</p>

<p>19.1</p>	<p>An online option of the opening of the Technical Proposals is offered: No;</p> <p>The opening shall take place at: Date: 25th November 2024 Time: 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>
<p>19.2</p>	<p>Not Applicable</p>
<p>21.1 (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant relevant to the Assignment:</p> <p>a) A minimum of 5 projects of similar nature* completed/ substantially completed**during last 5 years. 2 marks for each project. [10]</p> <p><i>*Similar nature means “Providing Consultancy Services/ Design and Supervision of infrastructure works i.e Bridge Construction / Road sector/ Highways etc.” Supervision being Mandatory. The projects where only drawings/ designing works/ any reports preparation has been undertaken by the Consultants, shall not be considered under the Similar nature of assignment.</i></p> <p><i>**Projects where the Consultancy fees have been received by the Consultant minimum 80% of the total consultancy amount as per the contract of that project, shall be considered as substantially completed.</i></p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [40]</p> <p>a) Technical approach and methodology [30] b) Work plan [10]</p> <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>

(iii) Key Experts' qualifications and competence for the Assignment:
{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>Name</i>	<i>Points</i>
<i>a) Team Leader (Design)</i>	<i>[15]</i>
<i>b) Team Leader Cum Chief Engineer(Supervision)</i>	<i>[15]</i>
<i>c) Sr. Structural Design Engineer</i>	<i>[10]</i>
<i>d) Procurement and Contract Specialist</i>	<i>[10]</i>
Total points for criterion (iii):	[50]

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

- 1) General qualifications (general education, training, and experience): *[10 %]*
- 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): *[80%]*
- 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc. *[10 %]*

Total Weight (1, 2 & 3) = [100%]

Total points for the three criteria: (i) + (ii) + (iii) 100

.....
The minimum technical score (St) required to pass is: 75

	Public Opening of Financial Proposals
23.4	An online option of the opening of the Financial Proposals is offered: No
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact: Baratullah kakar, 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.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contracts invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Clients 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 Consultants and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>

26.1	Not Applicable
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100 The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = <u>0.80</u> P = <u>0.20</u></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 x T% + Sf x P%.</p>
D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 10 December 2024</p> <p>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	<p>The publication of the contract award information will be done as follows</p> <p>www.ifrapius.org.pk www.devbusiness.com., and World Bank’s external website</p>
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: Barkatullah Kakar Title / Position: Project Director BIWRMDP 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; and 3. the Clients decision to award the contract.

Section 3. Technical Proposal 3 Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓		TECH-1	Technical Proposal Submission Form.	03
	✓ If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	01 each page by each firm
	✓ If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	01 each page by each partner firm
✓		TECH-2	Consultants Organization and Experience.	As given below
✓		TECH-2A	A. Consultants Organization	03
✓		TECH-2B	B. Consultants Experience	20
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	As given below
✓		TECH-3A	A. On the Terms of Reference	03
✓		TECH-3B	B. On the Counterpart Staff and Facilities	03
✓		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	40
✓		TECH-5	Work Schedule and Planning for Deliverables	04
✓		TECH-6	Team Composition, Key Expert's Inputs, and attached Curriculum Vitae (CV)	6 pages for each CV
✓		TECH-7	Code of Conduct (ES)	04
✓		TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

If the Consultants 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 Banks 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 Clients country laws or official regulations or pursuant to a decision of the United Nations Security Council;

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

We *[where JV, insert: <including any of our JV members=>*], and any of our sub-consultants:

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

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

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

We remain,

Yours sincerely,

Signature (of Consultants 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 representatives address}

Phone/fax: {insert the authorized representatives phone and fax number, if applicable}

Email: {insert the authorized representatives 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) CONSULTANTS

ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultants 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 Consultants 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 Consultants role/involvement.

A - Consultants 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 - Consultants Experience

1. List only previous similar assignments successfully completed in the last 5 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 Consultants individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultants 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-5 (FOR FTP)

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 Clients 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.

	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 Consultants 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}	

Experts contact information: (e-mail &&&&&&., phone&&&&&)

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Signature

Date 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 persons control is 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, Contractors Personnel or Clients 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 Consultants 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 Consultants 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 Consultants contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

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

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

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

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When an Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is <asking for it= because of how he/she dresses.
- Unwelcome touching of an Expert or Employer's Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

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

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

Consultants Name: *[insert full name]*

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

Joint Venture Members or Sub Consultants Name: *[insert full name]*

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

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

SEA and/or SH Declaration
<p>We:</p> <ul style="list-style-type: none"><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations<input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations<input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

Section 4. Financial Proposal - Standard Forms

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

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

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

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

{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 Consultants 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 JVs name):

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

Address: {insert the authorized representatives address}

Phone/fax: {insert the authorized representatives phone and fax number, if applicable}

Email: {insert the authorized representatives 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}			
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates 3 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}				
Total Estimate for Indirect Local Tax:				

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

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 Consultants 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 Experts replacement has been provided is not considered social charges.

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

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

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

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

- (v) Overheads are the Consultants 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 Consultants staff monitoring the project, rent of headquarters office, support staff, research, staff training, marketing, etc.), the cost of Consultants 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:

Consultants 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 Consultants 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: _____

**Consultants 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									
Clients Country									

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem	{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 Clients personnel – if required in TOR}				_____			
Total Costs								

Legend:

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

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Fraud and Corruption

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

1. Purpose

1.1 The Banks 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 Banks 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 mis-procurement, 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 Banks Anti- Corruption Guidelines and in accordance with the Banks 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
POST-FLOOD 2022 RECONSTRUCTION PROJECT: RESILIENCE ENHANCEMENT AND
LIVELIHOOD DIVERSIFICATION IN BALOCHISTAN
TERMS OF REFERENCE
CONSULTANCY SERVICES FOR PREPARATION OF ASSESSMENT STUDY, PREPARATION OF DETAILED DESIGNS,
PROCUREMENT ASSISTANCE AND SUPERVISION OF WORKS

1 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% and learning poverty at 75%. 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%. 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% and 15% 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 and 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 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.

I. **Table 1 Total damage, loss and needs in Pakistan (source: Government of Pakistan, 2022)**

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 Pakhtunkwa	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

* 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.^o

** 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% more intense than it would have had the climate not warmed by 1.2°C³. 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.

³ World Weather Attribution (2022) <https://www.worldweatherattribution.org/wp-content/uploads/Pakistan-floods-scientific-report.pdf>

The Government of Pakistan (GoP) with the financial Assistance of the World Bank has initiated US\$ 213 m Integrated Flood Resilience and Adaptation Project (P180323). The amount of US\$ 50 million equivalent to PKR 11 billion (at an exchange rate of 1 US\$ = 220 PKR has been allocated for reconstruction of road infrastructure damaged by the flood of 2022. The whole reconstruction/rehabilitation project is sequenced as Series of Phases (SoP) in total amounting to 50 million USD. SoP-1 comprises of the design and supervision of only \$10 million of the schemes within this range of cost.(provided at annexure-7)

As per advice of the GoP, Government of Balochistan (GoB) and contents of approved PC-I, followed by project preparatory meetings held in the GoB Planning and Development Department, the BIWRMD Project Implementation Unit Client has taken steps towards the assessment for renovation/rehabilitation of flood-affected roads.

The BIWRMD/PIU-IFRAP (Client) intends to conduct detailed assessment for reconstruction/rehabilitation of the damaged roads caused by floods in 2022 (as reported in PDNA) in the reported districts of Balochistan through a consultancy agreement against the US\$ 50 million allocated share in the umbrella PC-I for the project titled “Resilience, Enhancement, and Livelihood Diversification in Baluchistan” through ranking on the basis of cost effectiveness. The Communications and Works Department (CW&PPH) of GoB, be in the coordination with the implementing agency of the project (Client) and necessary staff will be deployed to the Client that has already been established for BIWRMDP headed by a Project Director (Client’s Representative).

The consulting assignment is divided into two phases lasting a total of 28 months, with the first phase of design taking about 4 months, 24 months of & the supervision phase of sub-projects including 12 months of DNP (3 sub Projects only) with the total costing up to 10 Million USD including DNP. The consultant is required to prepare designs, secure the design review and submit the bidding documents so that the execution of the projects will expeditiously be started.

Phase-I will comprise with the design of the 3 sub schemes. The detailed activities for Phase I will comprise:

- (i) Comprehensive assessment level study for the roads networks and Schemes proposed are provided at section 7 as Annexure-I.
- (ii) Feasibility level study of CW&PPH roads network with necessary technical engineering studies level;
- (iii) Identify the underlying causes, prepare detailed engineering designs, and develop a plan for restoration /rehabilitation of the damaged roads with estimated cost;
- (iv) Preparation of tender documents for procurement, construction planning/supervision arrangement modality and provide procurement support;
- (v) Preparation of site-specific ESMPs that are fully compliant with the World Bank’s safeguards requirements.

The detailed activities for Phase II will comprise:

- (i) Construction supervision and contract administration as Engineer, including post-construction activities, to ensure 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;
- (ii) Project safeguards management and supervising implementation of environmental and social management plans (ESMPs) during the implementation phase, including monitoring and evaluating the Contractor’s and Employer’s implementation of ESMPs, resettlement plans, and other social safeguard measures.

II.

The assessment report will include all necessary aspects covering technical, institutional, and economics, social/environmental assessments, procurement, and financial management etc. required for appropriate

decision making–

2 OBJECTIVE OF THE SERVICES

The primary objectives of the consulting services are to:

- (i) Provide a detailed assessment of the flood-affected roads,
- (ii) Enable efficient and resilient construction through the preparation of detailed engineering designs, (iii) Support the Client in conducting project procurement, and
- (iv) Provide overall supervision and technical support during the construction phase.

To achieve these objectives, 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 (ESS). The Consultant should also collaborate with relevant stakeholders to ensure that the design and implementation phases are aligned with the project goals, budgets, and timelines. Ultimately, the consulting services should result in a sustainable road network that sustainably improves the community roads network to ensure durability and credibility.

3 SCOPE OF SERVICES

The scope of services, grouped in two phases, consists of the following major tasks.

3.1 PHASE I (Design and Supervision FOR SOP-1)

3.1.1 Assessment of damaged roads and feasibility analysis

Initial assessment of damaged roads will follow a series of activities to enable the preparation of feasibility studies and improvement of detailed design as presented in the below list:

- (i) Assess the extent and severity of the damage caused by floods. This evaluation will help to determine the scope of the rehabilitation work and to identify specific areas and sections of the road network that require attention;
- (ii) Conduct a geotechnical analysis to understand the soil conditions in the affected areas. This includes evaluating soil stability, bearing capacity, and any potential risks such as liquefaction or settlement. The geotechnical assessment provides essential data for designing appropriate foundations and earthworks;
- (iii) A traffic survey should be conducted to determine the volume and nature of traffic that the road is expected to handle. This survey will enable identification of the design parameters such as road width, pavement thickness, and other geometric and pavement design features;
- (iv) Pavement condition survey to determine the current condition of the impacted road networks and gather data to support the design review and improvement process;
- (v) Evaluate the hydraulic characteristics of the area, including flood patterns, water flow rates, and drainage systems. The analysis will provide input data to determine the flood-prone areas and to design effective drainage systems and flood management measures;
- (vi) Assess the structural integrity of the road infrastructure components, such as bridges, culverts, retaining walls, and embankments. This evaluation will help in identifying the need for repairs, replacements, or reinforcement to ensure the structural stability and safety of the road;
- (vii) Estimate the costs associated with the rehabilitation project. This includes considering materials, labor, equipment, and any additional costs such as environmental mitigation measures. Accurate cost estimation will ensure that the project remains within budgetary constraints;
- (viii) An economic analysis shall be carried out to determine the project's financial viability, including the project's costs and benefits;
- (ix) Evaluate the potential environmental impacts of the rehabilitation activities. This assessment shall consider factors such as soil erosion, water contamination, and disruption to ecosystems. It will help to identify mitigation measures to minimize adverse environmental effects and ensure compliance with environmental regulations;

- (x) Evaluate the social and economic implications of the damaged roads and the proposed rehabilitation. This assessment shall consider factors such as improved connectivity, reduced travel time, enhanced access to services, and economic benefits for the local communities. It will help in demonstrating the projects positive impact and potential returns on investment;
- (xi) A social impact assessment should be conducted to identify and evaluate the potential social impacts of the project on the local communities and stakeholders;
- (xii) Identify potential risks and challenges associated with the rehabilitation project. This analysis will consider risks related to construction, funding, natural disasters, and community engagement. It will support development of risk mitigation strategies and contingency plans to address potential obstacles.

Based on the above analyses, a feasibility report shall be prepared, including the project's technical and economic viability, environmental and social impacts, risk analysis, monthly progress reports along with quality assurance reports and a project implementation plan. Once the feasibility report is prepared, it will be used as a basis for the detailed engineering design of the road rehabilitation project along with the bidding documents.

3.1.2 Detailed engineering designs

Based on field surveys and assessment (as described above in 3.1.1), including data collected through the traffic survey and forecast, topographic surveys, soil investigations, hydrological studies, and design criteria for the proposed candidate roads and bridges, the Consultant shall prepare detailed climate resilient designs for roads, structures, drainage and other allied infrastructure. Specific emphasis during the design review shall be given to the design of road cross sections and accommodating all road users through the space-sharing concept (where applicable). Detailed engineering designs should incorporate the latest engineering standards and best practices, and result in climate-resilient designs for roads, structures, drainage, and other allied infrastructure.

Major conditions that need to be reflected through the detailed designs comprise the following:

- provide all road users with a comfortable, safe, and stress-free environment;
- accommodate existing and future traffic and climate resilience needs, including the new design or redesign of intersections;
- accommodate pedestrian infrastructure such as sidewalks and crossings in urban and tourist spots with adequate capacity;
- accommodate local traffic taking into consideration the needs of the local population and their activities (agricultural vehicles, cattle carts, livestock, animal crossings, etc.);
- accommodate landscaping and street arrangement within the road design for urban areas;
- accommodate local weather, terrain, soil, and hydrological conditions;
- meet international design standards;
- minimize future maintenance requirements;
- minimize adverse community and environmental impacts.

The design will include right-of-way plans, geometric design, pavement design, structural design, intersection design (where required), drainage system design, structural design, bill of quantities (BoQ), and cost estimate. The Consultant shall also prepare design calculations, detailed technical specifications, and drawings for the road rehabilitation project. These specifications and drawings shall be comprehensive and clear, ensuring that all bidders understand the project requirements, as well as unambiguously supporting construction works.

The following design rules are applicable for the preparation of detailed designs:

- Geometric design of road facilities shall generally be by the requirements and recommendations given in "A Policy of Geometric Design of Highways and Streets" - AASHTO Guidelines (2003);
- Design of pavement structures, meeting safety, and serviceability requirements to avoid any distress during the design life of pavement shall follow the AASHTO-93 guide, British Road Note No. 31, and latest SHRP recommendations with load factor from NTRC;

- Road drainage elements shall be under the requirements of AASHTO “Highway Drainage Guidelines” (1989);
- Uniform Building Code (UBC) with the latest seismic zoning map for Pakistan.

3.1.3 Climate change assessment

A climate change assessment for road restoration works involves the following elements:

- (i) **Climate Projections:** Assessing future climate projections for the project area to understand how temperature, precipitation patterns, and extreme weather events may change over the project's lifespan. This information will help in designing road infrastructure that can withstand and adapt to future climate conditions;
- (ii) **Vulnerability Assessment:** Identifying the vulnerability of the road infrastructure to climate change impacts, such as increased flood risks, erosion, or thermal stress. This assessment will help in identifying the areas and components of the road that require specific adaptation measure;
- (iii) **Risk Assessment:** Evaluating the risks associated with climate change impacts on the road infrastructure, including the potential for damage, disruptions, and increased maintenance costs. This assessment will support prioritization of adaptation measures and allocating resources effectively;
- (iv) **Adaptation Strategies:** Developing adaptation strategies and measures to enhance the resilience of the road infrastructure to climate change impacts. This may include measures such as improving drainage systems, reinforcing embankments, using climate-resistant materials, or incorporating flexible design features;
- (v) **Integration with Land Use Planning:** Considering the potential changes in land use patterns and development that may result from climate change when designing road restoration projects. This integration will ensure that the road infrastructure aligns with future land use and will minimize risks associated with increased urbanization or changes in traffic patterns;
- (vi) **Long-Term Maintenance and Monitoring:** Including provisions for regular maintenance and monitoring of the road infrastructure to ensure its continued resilience and adaptability to changing climate conditions.

The Consultant shall undertake the following tasks to ensure that the project road designs properly incorporate climate adaptation measures that suite the project areas:

- (i) Collect and review relevant documents of baseline (historical) levels of key parameters (temperature, precipitations, flood/disaster records) at national and provisional levels (at least), and identify any potential climate-related risks (floods, landslides, and/or hazards) that may occur in future along each road and its surrounding areas and develop a profile of each road;
- (ii) Examine the proposed design measures, including those potentially remaining for the operation phase, in consultation with the Client and other stakeholders;
- (iii) Assess and present appropriate adaptation options in consideration of each project road site and design objectives, including physical and non-physical approaches, and estimate the climate adaptation cost.

The results of the assessment shall be documented in a Climate Change Risk Report.

3.1.4 Technical review meetings

The Consultant shall hold the relevant number of technical review meetings with the Client during the review of delivered detailed designs to understand the principles applied and solutions adopted, and to agree on the steps forward to meet the requirements for launching the procurement process and for works implementation.

3.1.5 Road Safety Audit

The Consultant will assist the Client in arranging and performing a road safety audit (RSA) of the road designs through an independent detailed systematic and technical safety check relating to the design characteristics of a road infrastructure. The road safety auditor shall be an independent person/entity outside the team of experts who were involved in the design or design review of the subject project. The Client will hire an independent road safety auditor under a separate contract. The third-party RSA would

be practically performed in three stages, namely:

- (i) RSA of the road designs to evaluate final geometric design features, traffic signing and pavement marking plans, lighting plans, landscaping, intersections' details, facilities for other all participants in traffic, drainage, guardrails, and other roadside objects;
- (ii) RSA of the executed work during the construction stage to evaluate execution of geometric design features, traffic signing and pavement marking plans, lighting plans, landscaping, intersections' details, facilities for all other participants in traffic, drainage, guardrails, and other roadside objects;
- (iii) RSA post completion of construction work to suggest further improvements in the as build infrastructure which the Contractor shall rectify during the defect notification period (DNP).

Principally, the audit will follow the Road Safety Audit Guideline issued by the World Road Association (2007).

The Consultant will ensure that results from RSA are reflected in the engineering design and operation.

3.1.6 Procurement assistance

The Consultant shall provide all necessary procurement assistance to the Client to ensure that the materials and services procured are of high quality and meet the project specifications. The Consultant shall provide necessary support to the Client in selection of contractors by assisting in:

- preparation of bidding documents;
- advertising invitations to bid;
- responding to questions by potential bidders;
- conducting pre-bid conference and site visits;
- opening of proposals;
- evaluation of proposals;
- preparation of evaluation reports;
- contract award;
- responding to bidders' appeals, if any;
- any negotiations/clarification with the successful bidder.

All procurement activities will be done using the World Bank Procurement Regulations for IPF Borrowers for Goods, Works, Non-Consulting, and Consulting Services. The bidding documents will include specific requirements that minimize the use of expatriate workers and encourage the hiring of local workers.

Bidding documents will comprise the following:

- Volume I Request for Proposal using the World Bank standard bidding documents (including an invitation to bid, instructions to bidders, qualification requirements, bid forms, and conditions of contract);
- Volume II Technical Specifications (general and specific);
- Volume III Bill of Quantities;
- Volume IV Drawings.

Bidding documents will be subject to the Client's as well as the World Bank's review.

3.2 PHASE II (Comprising of Implementation and Supervision of Works Under Sop-1) Limited to 10 Million USD

3.2.1 Engineering supervision

The Consultant shall perform the duties and authority of "the Engineer" as specified in or as necessarily implied by the works contracts, as well as administer the works contracts. Taking due regard of all relevant circumstances, the Consultant shall perform his duties or act:

- proactively, where the initiative lies with the Employer/Consultant in administering the works contracts;
- reactively, in response to the Contractor's or the Employer's requests; and
- passively, in observing the requirements of the works contracts;

Wherever appropriate and not in conflict with the works contracts, the Consultant shall exercise every

reasonable care to protect the interests of the Employer. In order to fulfill the above objectives, the Consultant (in the capacity of the Engineer for the works contracts) shall at all times take necessary measures and provide appropriate advice to the Client to enable the works contracts to be completed in timely and cost-effective manner, in conformity with the contracts' conditions and specifications.

During the construction period the Consultant shall:

- (i) Satisfy himself as thoroughly as possible to the nature and scope of the works, of all information available and of documents and materials to be used by the Contractors in executing the works, so as to enable him to perform his duties satisfactorily, study and check all documents associated with the works contract, foresee possible problems and advise the Client appropriately during the construction;
- (ii) Monitor the implementation of contractual conditions/clauses in letter and spirit and timely advise Employer of any lapses. All submissions made by the Contractors, with respect to the works contracts shall be scrutinized, get corrected from the Contractors and submitted to the Employer with appropriate recommendations under the provisions of the works contracts. Such recommendations must carry contractual and legal qualifications;
- (iii) Set up and establish the system of managerial control for the works contracts with provision of assistance to the Client maintaining control over activities' prices and contracts outcome costs, in monitoring the progress of the works, the disbursements and technical records;
- (iv) Obtain a copy and keep a file of any applicable standards, rules, or regulations of all the relevant authorities and public bodies and companies, whose property or rights are affected or may be affected in any way by the Client. Monitor and report to the Client on obtaining compliance with the specified consents by the Contractors;
- (v) Supervise the construction of the works with due diligence and efficiency and in accordance with sound technical, administrative, financial, and economic practice. The Consultant shall perform all duties associated with such tasks to ensure that only the best construction practices are followed, and that the final product is in all respects equal to, or better than that specified, and is carried out in full compliance with the governing specifications. The Consultant shall vigilantly monitor the quality of works and advise the Employer through brief weekly reports;
- (vi) Verify that the progress of the works is following the time program and milestone schedule approved under the works contracts. Notify the Employer as early as possible in advance of any possible failure to attain a milestone by the applicable date or non-compliance with the program. If for any cause other than those listed in the works contracts, the rate of progress of the works is at any time, in the Consultant's opinion, too slow to ensure the completion of the works within time for completion, instruct the Contractors in accordance with the works contracts in writing with a copy to the Employer;
- (vii) Issue acceptance and/or approval, as appropriate, of submissions required from the Contractors, including, but not limited to: staff appointments, insurances, guarantees, licenses, programs, method statements, traffic management plan (TMP), safety measures, suppliers and materials for incorporation in the works, quality assurance and control plans, laboratory provisions and execution of the testing program, subcontractors, plant, equipment and Contractors' ESMP (CESMP);
- (viii) Coordinate actions and activities of all the stakeholders concerned with the project through appropriate meetings, which are to be recorded. The minutes shall report on the actions to be taken by all parties. Thereafter, the Consultant will check that the actions to be taken by the parties are implemented. The Consultant will act on behalf of the client in this matter and will be responsible for enforcing quality criteria, including safety measures, actions identified in the CESMP and TMP, time schedule, and all other conditions included in the works contracts;
- (ix) Ensure that the day-to-day construction activities are carried out in an environmentally and socially sound and sustainable manner, and monitor compliance with environmental and social impact mitigation measures during the works implementation in consultation with the environmental and social staff in the Client;;

- (x) Jointly with the Contractors, identify and mark all utilities with the help of competent authorities and assist the Client in effecting removal/relocation/protection (where necessary) of utilities within the construction sites;
- (xi) Jointly with the Contractors, identify and locate all beacons and benchmarks to enable the Contractors to set out and perform the works;
- (xii) Liaise with the respective authorities to ensure that the assessment and compensation for properties if any, within the construction sites is done before the Contractor is given possession of site;
- (xiii) Inspect, test or have tested by competent entities and approve all materials to be incorporated into the works to ensure compliance with technical specifications requirements. A system of formal testing procedures must be set up covering the frequency of testing, type of tests to be carried out and methods and formats of reporting the result. According to the provisions of the laws and regulations regarding control of the quality of the works, the Consultant shall: (i) prepare the program of testing the quality of the executed works, (ii) order any investigations and testing to determine the cause of defects and instructing the removal of improper work, (iii) take samples from the site, (iv) supervise performance of the test work, (v) issue reports regarding the observed quality of the executed works, and (vi) recommend actions to be taken in the case of unsatisfactory result;
- (xiv) Prepare and maintain a diligent record of all records and correspondences in a scanned digital archiving database. Keep updated all records including reports, works diaries, correspondence, instructions given to the Contractors, test records, payment records and all other relevant documents pertaining to the works performance and their supervision;
- (xv) Maintain site diaries daily with the contents and format to be agreed with the Client. Site diaries will record all events pertaining to administration of works contracts, instructions issued to the Contractors, pertinent requests from the Contractors and any other information which will be of assistance in resolving any dispute or claims. The site diaries will include the daily diary sheets from members of the supervision staff, and instructions and observations made by the representative of the Client during any of his site visits;
- (xvi) Prepare consolidated monthly reports on physical and financial status, site meetings and contractual matters with a specific reference to variation orders and Contractors' claims. Monthly reports shall deal specifically with monitoring and follow-up of agreed environmental and social mitigation measures and with the Contractors' adherence to health and safety standards and anti-corruption measures as applicable under the contract. Specifically, report will include a breakdown of non-compliances and rectification by the Contractors, and the summary of testing and monitoring results. Each monthly report should include recommendations if any, for action by the Client;
- (xvii) Provide immediate notification to the Client should any incident in the following categories occur while carrying out the services: confirmed or likely violation of any law or international agreement, any fatality or serious (lost time) injury, significant adverse effects or damage to private property, or any allegation of gender-based violence (GBV), sexual exploitation or abuse (SEA), sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children. Full details of such incidents shall be provided to the Client within the timeframe agreed with the Client;;
- (xviii) Immediately inform and share with the Client any notification related to ESHS incidents provided to the Consultant by the Contractors, and as required of the Contractors as part of the monthly and quarterly reporting;
- (xix) In collaboration with the Contractors, monitor the creation of employment opportunities resulting from the works, by recording month by month the number of people employed by the Contractors and sub-contractors, and calculate the number of person-days of work created by the works contracts (separately for men and women). As much as possible and reasonable, estimate the creation of employment opportunities also through businesses indirectly related to the works;
- (xx) Prepare control charts of main activities and a project master schedule, indicating both past performance and forecasts for completion including time involved in each case. The methodology will involve development of a hierarchy of programs, including a summary program for overall control, Contractors' mobilization, construction activities including key dates, completion and

commissioning, and defects liability requirements. It will also cover document review and formal contract documentation. Representation of progress on individual elements will depend on the nature of the works. The progress of each major operation will be reported individually and marked-up diagrams used to show the comparison of work actually completed with programmed completion. This clear diagram presentation supplements the activity progress information given in the tabular schedule reports and bar charts. The Consultant shall to the extent possible link and generate the progress and all status reports and monitoring of the work program using multi software for clear understanding.

- (xxi) Check and ascertain the Contractors' interim and final payment certificates for consideration by the Client. Monthly payment certificates for the works executed should clearly indicate the foreign exchange costs, the local costs and taxes and duties. Monthly payment certificates to be submitted to the Client for payment purposes shall include the total cost of the works executed in foreign exchange and local costs (net of taxes and duties). Resolve with the Contractors, where possible, any mistakes and queries which may arise in conjunction therewith, and advise the Employer of any adjustments considered necessary;
- (xxii) Record, examine and evaluate all claims submitted by the Contractors and submit timely recommendations thereof for consideration by the Client;
- (xxiii) Negotiate with the Contractors the price of additional works in the contract, if any, subject to the approval of the Client;;
- (xxiv) The Consultant may, with prior consultation with the Client, effect changes in design or specifications where required, which will improve the quality of the works. Such changes shall not increase the contract time, nor shall increase in contract price resulting from such changes exceed a percentage to be agreed with the Client;;
- (xxv) The Consultant shall monitor and keep an inventory of all shop drawings for each works contract. A digital computer-based archiving database in this regard shall be developed. The Consultant shall advise the Employer that the material and specifications used conform to the agreed conditions of contract as depicted from the shop drawings. 10% sampling of fixtures shall be tested for compliance;
- (xxvi) Prepare and submit to the Client the final account for the executed works;
- (xxvii) Foresee potential problems and advise the Client appropriately during the construction period;
- (xxviii) The Consultant shall assist the Employer in settling of the audit observations and objections raised (if any) by any department/ authority/agency and prepare replies in this regard, related to the project and provide available relevant documents/papers/letters etc. to support the replies;
- (xxix) Where applicable, the Consultant shall continuously review condition of the existing traffic infrastructure in the area of works used as construction transport routes, and order necessary repairs of damage due to such traffic to the appropriate quality standards;
- (xxx) Supervise Contractors' work on preparation of as-built drawings and maintenance manuals. The Consultant shall validate the drawings as per construction done. The Consultant shall develop the firmed-up estimate as per final completion of the project;
- (xxxi) Prepare a final construction report for each works contract;
- (xxxii) Prepare complete set of documents for technical acceptance procedure with the relevant authorities, as well as complete set of documents to enable entry into official records;
- (xxxiii) Participate in the semi-annual project supervision missions, which may take place in Pakistan or in neighboring countries, upon the request of the Client or the World Bank;
- (xxxiv) The Consultant shall assist the Employer during the dispute adjudication board (DAB) proceedings and assist Employer in submission of response to DAB queries and attend meetings alongside Employer whenever required during the DAB proceedings.

i. Post-construction activities

The Consultant shall supervise any corrective repairs and other works (including the administrative aspects of the works) during the DNP for both the sub schemes works contract. For the purpose of carrying out these services the Engineer shall assign his personnel to carry out quarterly inspections of the works and send a team of his personnel to the final inspection, preparation and issuing of final certificate. During this

period, the Consultant shall be expected to draw the attention of the Contractors to any defects as soon as such defects are noticed and shall supervise the subsequent remedial works by the Contractor, as well as report to the Client on defects and remedial works.

4 REPORTING

The Consultant shall prepare and submit designs, documents and reports described in this section. All reports will be submitted in English in hard copy to the Client and in electronic form as PDF files through an appropriate large file transfer application. The Client shall review draft reports within 2 weeks of submission upon which the Consultant will have two additional weeks for submission of the final versions.

4.1 PHASE I REPORTS

The Consultant is required to deliver the reports listed in the following Table as per the specified schedule.

III. Table 2 Phase I deliverables

No.	Report	Number of copies	Delivery schedule
1	Feasibility Assessment Report	5	30 days after commencement of the services
2	Site specific ESMPs	5	50 days as a whole, schemes are to be submitted in phases starting from 30 th day of contract award
3	Quality Assurance Plan	5	90 days after commencement of the services
4	Monthly Progress Report	5	10 days after completion of each month
5	Detailed Engineering Design Documents	5	100 days for schemes are to be submitted in phases starting from 30 th day of contract award
6	Bidding Documents	5 & electronic	110 days for schemes are to be submitted starting from 30 th day of contract award

4.2 PHASE II REPORTS

The Consultant is required to deliver the following reports. All reports will be submitted in English in hard copy to the Client and in electronic form as PDF files through an appropriate large file transfer application.

4.2.1 Works commencement report

Works Commencement Report shall be prepared separately for each road restoration project damaged by floods, and shall include the following essential information:

- Project Overview - A concise summary of the road restoration project, including its location and extent of damage caused by the flood;
- Objectives - Primary objectives of the restoration project, such as restoring road connectivity, ensuring safe transportation, and mitigating future flood risks;
- Scope of work - Scope of the project, specifying the sections of the road to be restored, key infrastructure components to be repaired or reconstructed, and any additional features or considerations unique to the flood-affected area;
- Implementation plan - High-level implementation plan, including key milestones and timelines for the restoration works;
- Technical specifications - A brief overview of the technical specifications and standards to be followed during the restoration, ensuring compliance with relevant engineering guidelines;

- ES considerations - A highlight of any specific ES considerations related to the restoration, such as measures to minimize environmental impacts and engage with local communities;
- Budget and financing - Summary of the project's budget and sources of funding, including any financing arrangements or partnerships that have been established;
- Roles and responsibilities - Identification of the main stakeholders involved in the project and brief outline of their roles and responsibilities to ensure effective coordination;
- Health and safety - Importance of health and safety measures during the restoration works to protect workers and the public;
- Monitoring and evaluation - Brief description of the monitoring and evaluation plan, including key performance indicators to assess the progress and quality of the restoration works.

4.2.2 Monthly progress reports

The Consultant shall prepare regular Monthly Progress Reports for each road to provide the Client with a clear and transparent update on the project's progress, challenges, and achievements during the reporting period.

Monthly Progress Report shall include the following information:

- Project overview - A brief overview of the project, including its objectives, scope, and purpose;
- Project status - An update on the project's status, including progress made during the reporting period;
- Milestones - List of any milestones achieved during the reporting period and any upcoming milestones;
- Schedule - A status update on the project's schedule, including any delays, changes, or adjustments made during the reporting period;
- Budget - An update on the project's budget, including any changes or adjustments made during the reporting period;
- Resources - An update on the resources allocated to the project, including equipment, materials, and labor;
- Quality control - An update on the project's quality control measures, including any issues or concerns that arose during the reporting period;
- Safety - An update on the project's safety measures, including any incidents, accidents, or near-misses that occurred during the reporting period;
- ES safeguards - An update on the project's ES safeguards, including any measures taken to mitigate negative impacts on the environment or local communities;
- Stakeholder communication - An update on stakeholder communication and engagement during the reporting period, including any issues or concerns raised by stakeholders;
- Risks and issues - Identification of any risks or issues that arose during the reporting period and outlining any measures taken to address them;
- Recommendations - Any recommendations or suggestions for improving the project's progress, schedule, budget, or quality.

4.2.3 Quality Assurance Plan

The Consultant must provide the Quality Assurance Plan 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 - 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 organizational structure of the Consultant's team, including the roles and responsibilities of each team member;
- Quality control procedures - Outline of 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 - Description of 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 - Outline of 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 - Description of 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 - Outline of 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 – Description of 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 - Defining procedures for reporting and addressing any non-conformances or deficiencies that are identified during the project;
- Performance monitoring and reporting - Outline on how the Consultant will monitor and report on the performance of the quality control and quality assurance procedures.

4.2.4 Annual and semi-annual progress report

The Annual and Semi-annual Progress Report shall summarize major achievements and issues for all individual contracts and shall include the following information:

- Introduction - Explanation of the purpose of the document, the scope of the project, and the standards and regulations that the project is adhering to;
- Project overview - An overview of the project, including its objectives, scope, and purpose;
- Physical progress - 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 - 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 - Any milestones achieved during the reporting period and any upcoming milestones.
- Resources - An update on the resources allocated to the project, including equipment, materials, and labor;
- Quality control - An update on the project's quality control measures, including any issues or concerns that arose during the reporting period;
- Safety - An update on the project's safety measures, including any incidents, accidents, or near-misses that occurred during the reporting period;
- ES safeguards - An update on the project's ES safeguards, including any measures taken to mitigate negative impacts on the environment or local communities;
- Stakeholder communication - An update on stakeholder communication and engagement during the reporting period, including any issues or concerns raised by stakeholders;
- Risks and issues - Identifying any risks or issues that arose during the reporting period and outline any measures taken to address them;
- Lessons learned - Outline any lessons learned during the reporting period, including any improvements that can be made to the project's progress, schedule, budget, or quality;
- Recommendations - Recommendations or suggestions for improving the project's progress, schedule, budget, or quality;
- Conclusion - A summary of the project's progress during the reporting period and an overview of any upcoming activities or milestones.

4.2.5 Works completion report

Works Commencement Report shall be prepared separately for each road restoration projects damaged by floods at its completion, and shall include the following essential information:

- Project overview - A brief overview of the project, including its objectives, scope, and purpose;
- Project status - Complete inventory of works and activities completed;

- Milestones - List of all milestones achieved during the implementation;
- Schedule - Summary of the project's schedule, including any delays, changes, or adjustments made during the implementation;
- Budget - Summary of the project's budget, including any changes or adjustments made during the implementation;
- Resources - Summary of resources allocated to the project, including equipment, materials, and labor;
- Quality control - Summary on the project's quality control measures, including any issues or concerns that arose during the implementation;
- Safety – Summary of safety measures, including any incidents, accidents, or near-misses that occurred during the implementation;
- ES safeguards - Summary of ES safeguards, including any measures taken to mitigate negative impacts on the environment or local communities;
- Stakeholder communication - Summary of stakeholder communication and engagement during the implementation, including any issues or concerns raised by stakeholders;
- Risks and issues – Summary of risks or issues that arose during the implementation and measures taken to address them;
- Planning Commission Proforma IV (PC-IV) - Official project completion report;
- Recommendations - Any recommendations or suggestions for improving the future performance.

4.2.6 DNP reports

DNP Reports shall be prepared by the second consultant or the same if selected/hired for the overall assignment, which will be determined meanwhile this activity of design and supervision for the schemes are underway. It shall include the following essential information:

- Project overview - A brief overview of the project, including its objectives, scope, and purpose;
- Status of repairs - Summary of actions taken to address issues recorded during the previous inspection;
- Defects - Summary if issues recorded at the site during the inspection;
- Orders and recommendations - Any orders and recommendations to implement repair activities for the identifies defects.

IV. **Table 2 Phase II deliverables**

No.	Report	Number of copies	Delivery schedule
1	Works Commencement Report	5	15 days after commencement of each works contract
2	Monthly Progress Report	5	10 days after completion of each month
3	Quality Assurance Plan	5	180 days after commencement of the services
4	Semi-annual Progress Report	5	10 days after completion of the reporting period
5	Annual Progress Report	5	15 days after completion of the reporting period
6	Works Completion Report	5	30 days after completion of each works contract
7	DNP Reports	5	15 days after completion of each DNP inspection
8	Ad-hoc reports on any major issue raised during the works implementation, at the Client's	5	As and when required

request (e.g. revised PC-I, additional bidding documents, additional working drawings, screening reports, additional design reports, etc.)		
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5 STAFFING

To fulfill its obligations, the Consultant shall provide the staff and its head office expert assistance as described hereunder. The following Table provides a preliminary estimate of the time effort for the key and non-key staff required for the entire assignment.

The Consultant should propose a staffing plan and skill mix necessary to meet the objectives and the scope of the services. The Consultant is encouraged to use national expertise and experience, as well as to use the Balochistan expertise to the extent possible. Additionally, the Consultant is strongly encouraged to ensure a gender balance across the team, and to ensure appropriate skills and experience in gender issues relevant to Project implementation. The Consultant is also advised to propose the staff keeping in view that the project will be sequenced in SoP-1 and 2.

V. Table 3 Team composition

No.	Position	Staff months
A Key staff		
1	Design Team Leader / Highway Design Engineer	6
2	Senior Structural Design Engineer	4
3	Procurement and Contract Specialist	4
5	Supervision Team Leader / Chief Resident Engineer	24
Subtotal A		38
B Non-key staff		
B.1 Phase I		
1	Pavement Design Engineer	3
2	Geometric Highway Design Engineer	4
3	Structure / Bridge Design Engineer	4
4	Hydrologist / Drainage Engineer	4
5	Geotechnical Engineer	4
6	Traffic Specialist	4

No.	Position	Staff months
7	Road Safety Expert	4
8	GIS Expert	4
9	Transport Economist	3
10	Financial Analyst	3
Subtotal B.1		37
B.2 Supervision		
12	Resident Engineer (02 positions)	48
13	Materials Engineer (02 positions)	36
14	Site Supervision Engineers (highway & structures) (03 positions)	66
15	Site Surveyors (03 positions)	58
16	Occupational & Health Safety Specialist (OHS Specialist)	18
17	Environmental Specialist	18
18	Social Specialist	18
19	Quantity Surveyor (2 positions)	40
Subtotal B.2		302
Grand total (A+B)		377

C.	DIRECT COST	No.	Man months
1	Rent and POL/ maintenance/repair (4x4 wheel drive)+POL+Driver	4.00	28
2	Office Rent (Main office + site offices) including utilities and services, support staff etc	1.00	28
3	Stationery, Printing/ Binding, equipment, and other Consumables.	Lump sum	
4	Topographic/ Alignment Survey with purchase of survey equipment	Lump sum	

Support staff will support the work of the key and non-key staff and will be deployed at office or the specific

site according to the requirements of the Consultant's team. The following expertise would be required: road designers, structural designers, drainage designers, quantity surveyors, surveyors, road inspectors, structural inspectors, material inspectors, laboratory technicians, environmental associates, social associates, administrative and additional staff.

5.1 STAFF REQUIREMENTS

S/No	Title	Experience, Qualification & Responsibilities	
Key Experts			
1	Team Leader / Highway Design Engineer	Experience:	Bachelor's degree in Civil Engineering – preferably Masters in Civil Engineering / Highway Engineering / Transportation Engineering or equivalent
		Qualification:	Twelve (12) years relevant international experience ⁴ , and eight (8) years of experience as Team Leader/Project Manager in Design of Highway Geometric and Pavement
		Responsibilities:	<p>Overall responsibility for the organization, conduct and delivery of consultancy services and reporting to C&W Department, Project Director, PIU, IFRAP. The Team Leader / Highway Design Engineer will head the Consultant team and will work directly to manage the project and will maintain liaison with C&W Department, Project Director, PIU, IFRAP in connection with scope of work as mentioned in Terms of Reference for feasibility study and detailed design for the RAP roads and environment impact assessment. It is obligation of Team Leader of consulting firm to provide complete support to construction team if his consulting firm does not emerge to be the supervision consultant.</p> <p>Responsibilities of the Team Leader / Highway Design Engineer will include but not limited to the following:</p> <ul style="list-style-type: none"> • Assume full responsibility for the consulting team and performance of services under the consultancy contract. • Keep the Employer informed of technical issues and progress of all works both by informal and formal meetings and correspondence and assist in any project issue which the Employer as may require.

⁴ International experience is defined as experience gained outside Client's country. It is independent of the nationality subject to conditions of eligibility that govern World Bank financing

S/No	Title	Experience, Qualification & Responsibilities
		<p><u>Major Activities:</u></p> <p><u>(1) For Road Assessment Study</u></p> <ul style="list-style-type: none"> • Collect all relevant data on economy, population, traffic, industry, trade, with all concerned local Departments • Conduct traffic count & O&D survey for the proposed alignment • Prepare a 3-D simulation for the various alternative analysis • Prepare the standard feasibility study report <p><u>(2) For Detailed Design</u></p> <ul style="list-style-type: none"> • Conduct detailed survey and geometric design for the approved alignment including L. profile, cross sections, layout design of all structures such as bridges, culverts, interchanges, underpasses, retaining structures, any other structures use for slope stabilization etc. • Conduct soil investigation, and Geometric Design with Highway Safety duly furnished in it. • Detailed topographic survey or use of Stereo DEM with Ground Control Point (GCP) validation. • Detailed Soil investigation survey, and hydrology survey, on the proposed alignment. • Identification of quarry sites and borrow areas and construction material survey. • Identification of problematic areas as regards to deposition of ice / sand dunes along with appropriate design to address shifting of ice / sand dunes on roadway with cost effective remedial measures. • Geotechnical Investigation survey for bridges and related structures. • Remedial measures for scouring etc. if any.

S/No	Title	Experience, Qualification & Responsibilities	
			<ul style="list-style-type: none"> • Hydraulic Model Study if required. • Design of Toll Plazas associated buildings, and rest areas, including architectural drawings and detailing construction specifications. • Geometric Design of Highway with detailed Highway Safety Report. Detailed design of up gradation of existing road. • Road furniture design including traffic signs and gantries. • Hydrology & Hydraulic design of structures. • Structure Design including electrical design of lightening for bridge etc. • Horticulture and Landscaping of intersections. • Axle load survey or collection of data from nearby weigh stations. • Pavement Design with surface and subsurface drainage. • Provision of ducts/crossing of future utilities like OFC, pipelines etc. • Stakeout of design alignment after approval for ground validation. • Utility folders and Land acquisition plans using imageries, cadastral maps on GIS. • Fixation of ROW markers when required by the Client. • Preparation of Bidding Documents, BOQ, Engineers Estimate. • Preparation/revisions of PC-1s. • Prepare design report of all design drawings. • Team leader at the end of design shall make final presentation with following details:

S/No	Title	Experience, Qualification & Responsibilities	
			<ul style="list-style-type: none"> ➤ Team leader will describe the selected road alignment, merits, demerits, land acquisition and other impediments (if any). ➤ Team leader will highlight important components of project like major bridges, flyovers, interchanges, service areas and landslides (if any) etc. ➤ Important parameters of sub-soil investigation like CBR, Pile Capacity and General Soil Classification etc. ➤ Team leader will also highlight the environmental impact of the road construction on the road influence areas. ➤ Important hydraulic parameters used in the design of bridges over rivers/ canals. ➤ Results of traffic study and axle load survey. ➤ Location of quarry sites. ➤ Team leader shall clearly explain the traffic management plans. ➤ Complete description of design criteria and functional requirements. ➤ Description of specialized equipment and machinery required for the construction. ➤ Description of methodology/ codes for pavement and structural design including details of computer models. ➤ For Structural Design, Summary of results of computer output. ➤ Maximum and minimum forces for all elements) in tabulated form shall be presented. ➤ A plan showing major quarry sites/ borrows area sites including mass diagram showing cut and full along the finally selected alignment shall be presented. • Any other points, which the TL may like to highlight, should be included.

S/No	Title	Experience, Qualification & Responsibilities	
2	Senior Structural / Bridge Design Engineer	Experience:	Ten (10) years relevant international experience and five (5) years of experience in major structural / bridge design of major Road Projects.
		Qualification:	Bachelor's degrees in Civil Engineering – preferably Masters in Structural Engineering
		Responsibilities:	<p>He/she will be responsible for Design and Design Review of structural elements of road components i.e., bridges, culverts, interchanges, underpasses, retaining walls and specifications on cost effective multi hazard resistant design including detailed structural drawing specification and estimates.</p> <p>Responsibilities of Senior Structure/Bridge Design Engineer will include but not limited to:</p> <ul style="list-style-type: none"> • He will assist the TL in the performance of his tasks. • It is required that Senior Structure/Bridge Design Engineer should undertake the job in professional manner to best of its ability and resources. <p><u>(a) Road Assessment Study</u></p> <ul style="list-style-type: none"> • Provide details about existing structures, damages, assessment, development necessity with respect to engineering parameters. <p><u>(b) Detail design of RAP</u></p> <ul style="list-style-type: none"> • Detailed design of structural elements of road components on basis of traffic surveys and analysis for different traffic module and forecast methodology. • Design of new structures, retaining works, intersections, flood, and erosion protections works, training works, interchanges, under passes etc. on basis geotechnical investigations as well as on basis on basis of relevant engineering data on required

S/No	Title	Experience, Qualification & Responsibilities	
			<p>standard and detailing construction specification.</p> <ul style="list-style-type: none"> • Structural design including electrical design of lightening for bridges etc. • Any other task that may assigned to perform the task under the consultancy assignment.
3	Procurement & Contract Specialist	<p>Experience:</p>	<p>10 years' experience as Procurement and Contract Specialist on major road projects based on FIDIC form / conditions of contract, Experience, and knowledge of World Bank procurement procedures is essential. Proven credentials in contract administration, evaluating contractor's claims and dispute resolution, preferable experience/track record of an arbitrator, mediator, adjudicator and/or dispute resolution adviser.</p>
		<p>Qualification:</p>	<p>Bachelor's degree with a major in Civil Engineering, Law, Contracts, Purchasing, or Management - preferably MSc in Civil Engineering, Law, or Contracts / Procurement, or equivalent.</p>
		<p>Responsibilities:</p>	<p>The responsibility shall include but not limited to</p> <ul style="list-style-type: none"> • He/she will be responsible for assisting TL in all the activities pertaining to procurement. • Assist in preparation of procurement and contract documents. • Responsible for preparation of bidding documents. • Shall update and improve PC-I for the project on prescribed proforma by planning commission. • To assist in preparation of separate PC-I for land acquisition (if any). • Support TL in drafting, for submittal to World Bank through employer.

S/No	Title	Experience, Qualification & Responsibilities	
			<ul style="list-style-type: none"> • Shall also prepare documents for acquiring any additional or removal of structures and utilities particularly in built up areas;
4.	Supervision Team Leader / Chief Resident Engineer	Qualification	<p>Qualified Civil Engineer with at least 15 years' experience of managing roads, and other similar construction works in Pakistan or abroad. He/she will have overall responsibility for the consulting firm, conduct and delivery of consultancy services and contract/construction contracts, and reporting mechanisms. S/he will head the Consultant and will work directly to manage relations with the Client. S/he will be responsible for: (i) all liaisons with and reporting to the Client; (ii) financial and technical management of the consultancy; (iii) provide overall guidance and advise to construction supervision/contract administration team; (iv) amicably resolve any disputes during the construction and provide decisions whenever required, and (v) overall responsibility for progress and completion with assistance from team members.</p>
Non-Key Experts			
1	Pavement Design Engineer	Experience:	10 years as Pavement Design Engineer for major road projects with proven credential in geometric design of highways
		Qualification:	Bachelor's in civil engineering Preferably Master in Civil Engineering/Highway Engineering or equivalent with specialization in pavement design.
		Responsibilities:	<p>Responsibilities of Pavement Design Engineer will include but not limited to</p> <ul style="list-style-type: none"> • He/she will assist Senior Pavement Design Engineer. • He/she will be responsible for design and design review of highway pavement design, detailed geometric design with detailed highway safety report and pavement design with surface and subsurface drainage on basis of detailed soil investigation, axle load study

S/No	Title	Experience, Qualification & Responsibilities	
			<p>and traffic surveys (Traffic count for 10 years design life).</p> <ul style="list-style-type: none"> • He/she will be responsible for designing road furniture design including traffic signs and geometrics, traffic control features, drainage designs, rehabilitation and repair plans, traffic plans and amenities with detailed specifications and cost effective multi hazard resistant design following four lane carriageways on NHA standard. AASHTO, ASTM, ACI codes will be adopted. Final pavement design shall be done using empirical-mechanistic material. Asphalt institute and shell model shall be used. • Geometric design of highway safety report of up-gradation of existing road. • Pavement design with surface and subsurface drainage. <ul style="list-style-type: none"> • Provision of ducts/crossing of future utilities like OFC, pipelines etc. • To evaluate for flexible, rigid and composite pavement along with cost comparison.
2	Geometric Highway Design Engineer	Experience:	10 years as Geometric Pavement Design Engineer for major road projects with proven credential in geometric design of highways
		Qualification:	Master's in civil engineering or equivalent with specialization in Transportation/Traffic Engineering.
		Responsibilities:	<p>Responsibilities of Geometric Pavement Design Engineer will include but not limited to</p> <ul style="list-style-type: none"> • He/she will be responsible for design and design review of highway pavement design, detailed geometric design with detailed highway safety report and pavement design with surface and subsurface drainage on basis of detailed soil investigation, axle load study and traffic surveys. • He/she will be responsible for designing road furniture design including traffic signs and geometrics, traffic control features, drainage designs, rehabilitation and repair plans, traffic

S/No	Title	Experience, Qualification & Responsibilities	
			<p>plans and amenities with detailed specifications and cost effective multi hazard resistant design following four lane carriageways on NHA standard. AASHTO, ASTM, ACI codes will be adopted. Final pavement design shall be done using empirical-mechanistic method. Asphalt institute and shell model shall be used.</p> <ul style="list-style-type: none"> • Geometric design with detailed highway safety report of up-gradation of existing road. • Pavement design with surface and subsurface drainage. <ul style="list-style-type: none"> • Provision of ducts/crossing of future utilities like OFC, pipelines etc. • To evaluate for flexible, rigid and composite pavement along with cost comparison.
3	Structure / Bridge Design Engineer	Experience:	10 years' experience as Designer and/or Design reviewer of Structures with proven credentials in Bridge Designing.
		Qualification:	Master's in civil engineering / Structural Engineering / Highway Engineering or equivalent, preferably PhD in Structural Engineering or equivalent.
		Responsibilities:	<p>Responsibilities of Structure/Bridge Design Engineer will include but not limited to.</p> <p>He/she will assist Senior Structure/Bridge Design Engineer in connection with design of structural elements of road components i.e., bridges, culverts interchanges, under passes retaining walls.</p> <p><u>(a) For Road Assessment Study</u></p> <p>Provide details about existing structures, damages, assessment, development necessity with respect to engineering parameters.</p> <p><u>(b) Detail Design</u></p> <ul style="list-style-type: none"> • Detailed design of structural elements of road components on basis of traffic surveys and analysis for different traffic module and forecast methodology.

S/No	Title	Experience, Qualification & Responsibilities	
			<ul style="list-style-type: none"> • Design of new structures, retaining works, intersections, flood, and erosion protections works, training works, interchanges, under passes etc. on basis geotechnical investigations as well as on basis on basis of relevant engineer data, adopting four lane carriageways on NHA standard. • Structural design including electrical design of lightening for bridges etc. • Prepare separate drawings for bridges and culverts and other related structure as mentioned in 4.3.16.3 and 4.3.16.4 of TOR. • AASHTO (LRFD), ASTM, ACI standard and loads will be adopted.
4	Hydrologist / Drainage Engineer	Experience:	10 years' experience as Hydrology/Drainage/Water Resources Engineer on major road project of same magnitude.
		Qualification:	Bachelor's in civil engineering, Masters in Hydraulic/Drainage/ Water Resources Engineer, with sound knowledge of hydrology.
		Responsibilities:	<p>The responsibility shall include but not limited to</p> <ul style="list-style-type: none"> • Field visits to access site condition with regard to hydrology study. • He/she will be responsible to access hydrological data of the area of road alignment and comprehensive report shall be prepared which shall depend upon the nature of the valley, or flood plain to be traversed, the cost of proposed drainage structures and class of highway with help of topographic maps showing drainage characters, satellite imaginary to be used for upstream and downstream to identify the land use and drainage characteristic. • Evaluate the topography and gradients, water formation of the area. Analyze existing side/cross drainage conditions along the road alignment.

S/No	Title	Experience, Qualification & Responsibilities	
			<ul style="list-style-type: none"> • He/she will be responsible for vetting the condition of drainage crossing structures keeping in view the past available data of floods and rains. • To provide expert technical advice in respect of drainage proposals, undertaking flood risk assessments. • Using topographic map, satellite imagery and site visit, the hydrology/drainage engineer required to comment nature of land use in affected water sheds nature of vegetation and soil characteristic of the basin, water within affected drainage basins along with operational procedures of these reservoirs. • To collect rainfall data for the project area from metrological department with brief description. • To collect river discharge data of river Indus from relevant department. • A brief history is required to be prepared in connection with dates of occurrence of the flooding and elevation of high-water marks as well as rain fall intensity.
5	Geotechnical Engineer / Geologist	Experience:	10 years international experience as Geotechnical Engineer on Major Road Projects, knowledge of soil bio engineering / biotechnical application for slope stabilization.
		Qualification:	Bachelor's degree in Geotechnical Engineering, Civil Engineering – preferably M.Sc. or PhD in Geotechnical Engineering.
		Responsibilities:	Responsibilities of Structure/Bridge Design Engineer will include but not limited to <ul style="list-style-type: none"> • To perform geotechnical investigation including field and laboratory testing, for canal, road and river bridges. • To carry out sub-surface investigations consisting of boreholes / drill holes / test pits of required depth, supplemented by field and laboratory testing to accurately assess the engineering properties of the underlying soil

S/No	Title	Experience, Qualification & Responsibilities	
			<p>strata for detailed design of foundations, substructures and roads shall be undertaken under strict quality control and adherence to relevant ASTM procedures / standards.</p> <ul style="list-style-type: none"> • Identify risks of natural disasters such as mud slides, earthquakes, and provide advice on ways in which potential damage can be mitigated. • Measure characteristics of the earth such as gravity and magnetic fields using equipment such as seismographs gravimeters, torsion balances, and magnetometers. • Develop applied software for the analysis and interpretation of geological data. • Identify deposits of construction materials and assess the materials' characteristics and suitability for use as concrete aggregates, road fill, or in other applications. • Prepare Geological maps cross-sectional diagrams, charts and reports, land use, and resource managements using result of field work and laboratory research. • To evaluate causes of movement and tagging mechanism along the physical route and propose remedial measures required to stabilize the slope. • Identification of problematic area as regards deposition of sand dunes and to address shifting of sand dunes along with remedial measures. • Geotechnical investigation survey for bridges and structures. • Soil and material investigation shall be done to ascertain the index and engineer properties of soil and rock encountered and evaluate result for final design.

S/No	Title	Experience, Qualification & Responsibilities	
6	Transport Economist	Experience:	At least 10 years relevant professional experience in transport sector including preparation and implementation of transport policies in Highways projects of same magnitude.
		Qualification:	Master's degree or equivalent in Transport/Transport Economics with specialize experience in transport sector.
		Responsibilities:	<p>The responsibility shall include but not limited to</p> <ul style="list-style-type: none"> • Evaluate cost benefits of the project in terms of Transport Economy. • To develop an understanding of traffic pattern, he/she is required to carry out classified traffic count at required location along the project and on connected network for economic analysis. • To calculate delays of vehicle to be used in economic analysis. • To carryout study for diversion and general traffic as traffic count forms the basis for capacity analysis, pavement design and economic analysis. • To collect any relevant traffic data from concerned agencies. • Calculate average time taken by different sort of vehicles while passing through the candidate roads to up or down country. • Calculate delays of vehicles to be used in economic analysis. • Traffic volume at count station to be forecast for 10 years design period. Various alternative growth rates (if available) from agencies or based on historical increases in fuel consumptions, vehicle registration etc., shall be utilized. After review of the various growth rates and resulting traffic volume, the transport economist will recommend the growth rate to be adopted as basis for design and coordinate. • The traffic forecast will be made individually for each vehicle category including cars, buses,

S/No	Title	Experience, Qualification & Responsibilities	
			<p>wagons, dual axle and multi axle trucks and tailors according to NTRC format. Generated traffic if any shall also be assessed and included in the traffic economy.</p> <ul style="list-style-type: none"> • Access the existing level of service with the proposed solution.
7	Traffic / Road Safety Expert	Experience:	12 years relevant experience with proven credential as traffic engineer / road safety specialist on major road projects
		Qualifications:	Bachelor's degree preferably master's in civil engineering / Transportation Engineering / Highway Engineering / Traffic Engineering and certification as safety auditor or equivalent.
		Responsibilities:	<p>The Traffic /Road Safety Specialist is part of the services team and will be providing all necessary assistance to the construction supervision team with respect to work zone safety, and implementation of safety audit recommendations. He/she will assist to the TL + other team members in review and approve the safety plans of the contractor and he will monitor the safety of the works and the safety of the traffic diversions and ensure compliance with the regulations.</p> <p>He/she will review hazardous location(s) and conditions, evaluate audit results, and safety and operational deficiencies, identify potential safety and operational improvement and recommend appropriate improvements. The Road safety specialist will train the national staff on the team.</p>
8	Financial Analyst	Experience:	Experience in financial and economic analysis and regulation of road infrastructure and services is required. Knowledge of Financial Management Systems (FMS). Preferably more than 10 years' working experience in program/project finance, accounting and financial reporting under projects financed by international financial institutions including WB.
		Qualification:	Master's degree with a major in Finance/Accounting/Economics/Management or equivalent – preferably advanced degree in Finance / Accounting / Economics / Management or equivalent

S/No	Title	Experience, Qualification & Responsibilities	
			or accounting qualification such as Certified Public Accountant/Chartered Certified Accountant.
		Responsibilities:	<ul style="list-style-type: none"> • Assistance to the team and work closely with team to assess current financial practices of C&W Department and identify gaps for rectification. • Assistance to team to assess financial management system (FMS), including Project Performance Monitoring System (PPMS), project financial information and accounting system used by C&W Department. • Elaborate and propose procedures for setting-up and maintaining consolidated accounts. • Lead the periodical review of the work plan and budget of the C&W Department. • Assist the C&W Department in preparing the Project financial progress reports provide required inputs and information necessary for the preparation of periodical progress reports and completion report. • Review the OSR at the city level, identify measures and steps for improving OSR, develop a time bound action plan for OSR improvement and monitor and guide their implementation. • Design measures for targeted subsidies for poor household where affordability of services is an issue, including cross subsidies to ensure funds are available within OSR or tariff streams to pay the subsidies, rather than dependence on provincial or federal transfers. • Elaborate and propose procedures for setting-up and maintaining consolidated accounts. • Assist in the periodical review of the work plan and budget of the C&W Department. • Coordinate efforts with Financial Specialist in C&W Department in undertaking financial and economic analysis, as required, of C&W Department.

S/No	Title	Experience, Qualification & Responsibilities	
			Assist in providing advice on capacity building needs of WSSCs staff, review financial management capacity building programs, FMS software, and provide assistance during the delivery of training sessions.
9	Resident Engineer	Qualification:	<p>Qualified Civil Engineers with at least 10 years' experience as a Resident Engineer in construction supervision of Road and other similar infrastructure in Pakistan whereas experience in Sindh terrain would be preferable. S/He will supervise the work directly with Assistant Resident Engineers (AREs) and rest of construction supervision teams and will manage the construction milestones and quality control of works. They will provide assistance to the Team Leader in overall management, monitoring and reporting and will be responsible for day-to-day management of works.</p> <p>In addition to above, the REs will also be responsible for following additional assignments;</p> <ul style="list-style-type: none"> • Regular report to the Client. • Assumes overall responsibility for management and supervision of the field team. • Undertakes responsibility for satisfactory completion of projects as per design, specifications and as per agreed cost and timeframe. • Work as per Client's agreement for the assigned engineering and supervision activities with the best professional and consulting standards to ensure that the assignment is completed satisfactorily. • Carry out proper and continuous monitoring, supervision for implementation at site of work of the designing plans and maintain liaison with all staff/other stakeholders. • Assist in reviewing and modifying the designs for cost effectiveness and technical suitability.
10	Quantity Surveyor	Experience:	12 years relevant experience on preferably three major road projects

S/No	Title	Experience, Qualification & Responsibilities	
		Qualification:	Bachelor's degree in Civil Engineering – preferably master's in civil engineering / Highway Engineering / Structure Engineering / Transportation Engineering / Construction Management / Project Management or equivalent
		Responsibilities:	<ul style="list-style-type: none"> • Prepare and maintain sketches, maps, reports, and legal descriptions of surveys. • Verify the accuracy of survey data, including measurements and calculations conducted at survey sites. • Direct or conduct surveys in order to establish legal boundaries for properties, based on legal deeds and titles. • Record the results of surveys, including the shape, contour, location, elevation, and dimensions of land or land features. • Calculate heights, depths, relative positions, property lines, and other characteristics of terrain. • Prepare or supervise preparation of all data, charts, plots, maps, records, and documents related to surveys. • Write descriptions of property boundary surveys for use in deeds, leases, or other legal documents. • Plan and conduct ground surveys designed to establish baselines, elevations, and other geodetic measurements. • Search legal records, survey records, and land titles in order to obtain information about property boundaries in areas to be surveyed. • Adjust surveying instruments in order to maintain their accuracy. • Establish fixed points for use in making maps, using geodetic and engineering instruments. • Determine longitudes and latitudes of important features and boundaries in survey areas, using

S/No	Title	Experience, Qualification & Responsibilities	
			<p>theodolites, transits, levels, and satellite-based global positioning systems (GPS).</p> <ul style="list-style-type: none"> • Train assistants and helpers and direct their work in such activities as performing surveys or drafting maps. • Analyze survey objectives and specifications in order to prepare survey proposals or to direct others in survey proposal preparation. • Compute geodetic measurements and interpret survey data in order to determine positions, shapes, and elevations of geomorphic and topographic features. • Develop criteria for survey methods and procedures. • Develop criteria for the design and modification of survey instruments. • Conduct research in surveying and mapping methods, using knowledge of techniques of photogrammetric map compilation and electronic data processing. • Locate and mark sites selected for geophysical prospecting activities, such as efforts to locate petroleum or other mineral products. • Survey bodies of water in order to determine navigable channels and to secure data for construction of breakwaters, piers, and other marine structures. • Direct aerial surveys of specified geographical areas; and <p>Determine specifications for photographic equipment to be used for aerial photography, as well as altitudes from which to photograph terrain</p>
11	GIS Specialist	Experience:	<p>Preferably 10 years' of demonstrated relevant professional experience at the national or international level in GIS applications. Preference will be given to those who possess relevant experience with Donors (ADB and WB) or their funded projects and overseas</p>

S/No	Title	Experience, Qualification & Responsibilities	
			relevant experience / relevant experience with international organization and Government Institutions.
		Qualification:	Preferably a master's degree in GIS and Remote Sensing or equivalent qualification
		Responsibilities:	<p>GIS Specialist will perform the following functions, including but not limited to:</p> <ul style="list-style-type: none"> • Review assessment studies of all C&W Road network digital data, reports, maps and other multi source data including satellite imagery and digital elevation models (imagery of past events where possible and fresh imagery for baseline mapping, satellite record of roads, bridges, and settlements along with health and education facilities access etc through multiple criteria GIS analysis identify roads at feasibility level. • Perform any other tasks / assignment that may be assigned by Client and/or WB etc.
12	Material Engineer	Experience:	10 years as Material Engineer on five Highways Projects / Expressways of same magnitude projects, preferably with experience of asphalt concrete mix design in countries having similar climate and/or truck overloading problems like Pakistan.
		Qualification:	Bachelor's degree in (Civil Engineering) or master's in engineering Geology or equivalent.
		Responsibilities:	<p>Responsibilities of Material Engineer will include but not limited to</p> <p>He/she is required to seek, interpret, and evaluate subsurface and surface data in order to predict the behavior of soil and materials along the route and adjacent to the alignment.</p> <p>He/she will assist and will be responsible for quality of materials used in construction by performing field and laboratory tests and certifying their acceptance based on recommended specifications for the material, will also identify the sources of material and query sites.</p>

S/No	Title	Experience, Qualification & Responsibilities	
			<ul style="list-style-type: none"> • Stipulate Material Testing Procedures and Specifications. • Identify sources of materials, quarry sites and borrow areas. • Confirm the suitability and availability of material in the borrow pits and quarries for pavement. • Identify and evaluate additional sources of materials. • Undertake field and laboratory testing of the materials to determine their suitability for various components of the work; and to ascertain the index and engineering properties of soil and rock encountered. • Prepare mass haul diagram for haulage purposes giving quarry charts indicating the location of selected borrow areas, quarries. • Make suitable recommendations regarding making good the borrow and quarry areas after the exploitation of materials for construction of works. • Be responsible for Material Testing and specification & certification of material quality. • Preparation and testing of concrete mixes of different design mix grades using suitable materials (binders, aggregates, sand filler etc.) as identified during Material Investigation to conform to specification applicable in Pakistan. <p>Survey of material with topmost quality complying with material testing ASTM (American Society for Testing and Materials) and AASHTO (American Association of State Highways & Transportation Officials) latest edition.</p>
13	Environment Specialist	Qualification	The specialists will have: (i) Master's Degree or higher in environmental sciences/management or related field; (ii) at least 10 years of experience in environmental management, monitoring, and/or impact assessment; (iii) familiarity with the World Bank environmental safeguards requirements and national environmental management procedures; (iv) ability to

S/No	Title	Experience, Qualification & Responsibilities	
			<p>communicate and work effectively with local communities, contractors, and government agencies; (v) ability to analyze data and prepare technical reports; (vi) ability to regularly visit the sub-project sites; and (vii) proficiency in spoken and written English. Working closely with the Client and other relevant personnel and agencies, the specialist will assist in all aspects of the implementation of the project ESMF and subproject ESMPs. The specialist will: (i) Ensure that the steps of the ESMF covering environmental screening and impact assessment are followed by Clients and contractors; (ii) Deliver training, and assist in the preparation of the ESMF procedures for screening and assessing environmental impact, and assist in the preparation of the Environment and Social Management Plans (ESMPs); and (iii) Assist the Client in the public consultations, (iv) to establish and publicize the grievance redress mechanism (GRM) for sub-projects, ensuring that the GRM publicity is appropriate to the scale and complexity of the sub-project and includes, as a minimum, the disclosure of all contact persons for lodging complaints; (v) supervision of ESMP implementation, (vi) Assist the Client to prepare quarterly (during construction) and semi-annual project monitoring progress reports (otherwise) for submission to the World Bank within stipulated period after each reporting period, and (vii) contribute to the PPMS for monitoring and reporting on environmental safeguards actions.</p>
14	Occupational health safety Specialist (OHSS)	Qualification	<p>A minimum of a Bachelor's degree in Occupational Health and Safety, Environmental Health, Public Health, or a related field.</p> <p>A Master's degree in a relevant field will be an advantage.</p> <p>At least 8-10 years of professional experience in occupational health and safety management.</p> <p>Proven experience in large-scale infrastructure or water supply Roads and sanitation projects, preferably in a developing country context.</p> <p>Familiarity with World Bank Environmental and Social Standards (ESS), particularly ESS4 (Community Health and Safety) and ESS2 (Labor and Working Conditions).</p> <p>Experience with risk assessment and management, safety audits, and the development of OHS plans.</p>

S/No	Title	Experience, Qualification & Responsibilities
		<p>Certification in OHS (e.g., NEBOSH, OSHA) will be highly desirable.</p> <p>Development and Implementation of OHS Policies:</p> <p>Develop and implement comprehensive OHS management plans, procedures, and guidelines in alignment with World Bank standards and local regulations.</p> <p>Ensure the integration of OHS considerations into project design, planning, and execution stages.</p> <p>•Risk Assessment and Mitigation:</p> <p>Conduct risk assessments and hazard identifications at all project sites.</p> <p>Develop and implement control measures to mitigate identified risks and ensure a safe working environment.</p> <p>•Training and Capacity Building:</p> <p>Conduct regular training sessions and workshops for project staff, contractors, and other stakeholders on OHS practices and emergency response procedures.</p> <p>Provide technical support and guidance to project teams on OHS matters.</p> <p>•Monitoring and Reporting:</p> <p>Monitor compliance with OHS policies and procedures across all project sites.</p> <p>Prepare regular OHS performance reports, including incident reports, safety audits, and risk assessments.</p> <p>Recommend corrective actions and follow up on their implementation.</p> <p>•Incident Investigation and Response:</p> <p>Lead investigations into any work-related incidents or accidents, identifying root causes and recommending preventive measures.</p> <p>Ensure proper documentation and reporting of all incidents as per World Bank and local regulatory requirements.</p> <p>•Stakeholder Engagement:</p> <p>Coordinate with local health and safety authorities, project stakeholders, and the World Bank to ensure alignment of OHS practices.</p> <p>Promote a culture of safety and health within the project by engaging with workers and communities.</p>

S/No	Title	Experience, Qualification & Responsibilities	
			<p>•Emergency Preparedness and Response: Develop and maintain emergency response plans and ensure that all personnel are trained and familiar with emergency procedures.</p> <p>Conduct regular emergency drills to ensure preparedness for potential incidents.</p> <p>Deliverables</p> <ul style="list-style-type: none"> •Comprehensive OHS Management Plan and related documents. •OHS training materials and records. •Regular OHS performance and compliance reports. •Incident investigation reports with recommended actions. •Emergency response plans and records of drills conducted. <p>Reporting</p> <p>The OHS Specialist will report to the Project Director and work closely with the Environmental and Social Safeguards team, project engineers, and contractors.</p>
15	Social Safeguards Expert	Qualification	<p>The specialists will have Master's degree in social sciences with at least 10 years of relevant work experience working with national / international consultants, preferably in donor funded projects and government institutes. He/she will have experience of working on the Bank financed projects and fully familiar with the Bank's Safeguard Policy & Frameworks. He/she will have demonstrated ability to work in a multidisciplinary team and excellent communication skills in spoken and written English. Tasks include: (i) screen subprojects for involuntary resettlement impacts to determine eligibility of the subproject for financing under the project; (ii) for subprojects with involuntary resettlement impacts, prepare Resettlement Plans in accordance with the Resettlement Framework; (iii) assist and supervise detailed design of subprojects to ensure involuntary resettlement impacts are minimized, if not avoided; (iv) based on detailed design, conduct detailed measurement survey and update the Resettlement Plan in accordance with the Resettlement Framework; (v) assist in organizing and conducting consultations with affected people to ensure that the Resettlement Plan have been fully discussed and agreed; (vi) assist Client and field staff in the implementation of</p>

S/No	Title	Experience, Qualification & Responsibilities
		Resettlement Plans in the subproject areas; (vii) develop and conduct training modules to ensure proper understanding and implementation of Resettlement Plans; (viii) monitor implementation of Resettlement Plans; and (ix) contribute to the PPMS for monitoring and reporting on resettlement by developing monitoring and evaluation indicators for involuntary resettlement and assisting in the preparation of monitoring reports for involuntary resettlement, (ix) Assist the Client in the public consultations, (x) to establish and publicize the grievance redress mechanism (GRM) for sub-projects, ensuring that the GRM publicity is appropriate to the scale and complexity of the sub-project and includes, as a minimum, the disclosure of all contact persons for lodging complaints; (xi) supervision of ESMP implementation, (xii) Assist the Client to prepare quarterly (during construction) and semi-annual project monitoring progress reports (otherwise) for submission to the World Bank within stipulated period after each reporting period.

6 Implementation Arrangements

6.1 Commencement and Duration

The Consultant shall commence its services within 3 weeks of the contract signing. Commencement of the services is expected in December 2024.

The consulting assignment is divided into two phases lasting a total of 28 months. Duration of the first phase (design and supervision) is estimated at 4 months (SoP-1), while the second one would last up to 24 months comprising of supervision, based on the project's scope developed for SoP-1 including DNP

6.2 Location

The Consultant shall establish the main office in Quetta in proximity (walking distance) from the Client office. Similarly, the Consultant shall have to establish field offices near construction sites, at a suitable location near the project roads or at the Contractor's compounds.

6.3 Client Input

The Client will facilitate the Consultant 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 Consultant with all permissions and approvals needed by the Consultant 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 Consultant and each of its personnel with work permits and such other documents as shall be necessary to enable them to perform their services, and assist in issuance of entry and exit visas, residence permits, and other necessary documents for the expatriate employees of the Consultant and their eligible dependents, required for their stay in Pakistan. Any duties, fees or other port charges on staff or equipment shall not be reimbursed Client.

6.4 Consultant's Input

The Consultant shall allocate sufficient resources and budget to support its team in performing the services,

including rental of vehicles, main office and site offices, office equipment, utilities, stationary, computer hardware and software, communication, printing and copying facilities, local and international transport, housing/accommodation, etc. Main office will be fully furnished office space and include a conference room with at least 25 seating places, communication and presentation equipment. The Consultant shall also establish clear procedures for the management, maintenance, and return of the rented vehicles, properties, and equipment.

7. Payment

Phase I of the services (Design) will be lump sum based.

Phase II (Supervision) will be paid based on the actual time consumed during the supervision and contract management phase, including all reimbursable mentioned in 6.4 above.

8. 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.

7 Annexure-I: List of Flood-Damaged Roads & Structures

LIST FOR THE DESIGN & SUPERVISION OF 10 MILLION USD

S.NO	DISTRICT	NAME OF SCHEME	DAMAGE (LENGTH IN KM)	BRIDGES/STRUCTURES
1	Jhal Magsi	Black Top Road Nautal To Gandawah District Jhal Magsi	11.4	
2	Quetta	Various Damaged Bridges In Quetta District: (Killi Shah Alam Bridge at Nawa Killi-Old, Ahmedabad Bridge Kuchlak) <i>Mentioned 2 bridges only in SOP-I</i>		2
3	Sohbatpur	Sohbat Pur Road Dera Alla Yar To Hairdeen Via Sohbat Pw, Distt: Sohbatpur	38	

PART II

Section 8. Conditions of Contract and Contract Forms

TIME-BASED FORM OF CONTRACT

**Consultants
Services
Time-Based**

**CONTRACT FOR CONSULTANTS SERVICES
Time-Based**

Project Name _____

[Loan/Credit/Grant] No. _____

Assignment Title: _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

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

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

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: <(hereinafter called the <Client=) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultants 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)

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

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

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture] [add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **Applicable Law** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **Bank** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) **Borrower** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) **Client** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) **Clients 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) **Contractors 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 Clients country.
- (o) **GCC** means these General Conditions of Contract.
- (p) **Government** means the government of the Clients 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 Consultants proposal.
- (s) **Local Currency** means the currency of the Clients 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, Contractors or Clients 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 Contractors 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.

2.1. 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.

2. Relationship between the Parties
3. Law Governing Contract

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

4. Language

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

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

- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultants 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 Banks Anti- Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Banks 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 Clients 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 days⁹ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days⁹ written notice in case of the event referred to in (e); and at least five (5) calendar days⁹ 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.

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days⁹ written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

b. By the Consultant

- (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 Consultants 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 Consultants 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 Clients legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Clients approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-Consultants declaration in accordance with Appendix G- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Clients country when
- (a) as a matter of law or official regulations, the Borrowers 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 Borrowers 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 Clients 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 Consultants 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 Banks 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 Consultants 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 Consultants liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1. The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of 1.5 times to contract price.(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub consultants, with a minimum coverage in accordance with the applicable law in the Islamic Republic of Pakistan. (c) and (d) as follows: Third Party liability insurance, with a minimum coverage of PKR 1,000,000.(e) employers 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 country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; PKR 600,000 per occurrence in case of death and PKR 150,000 per occurrence in case of injury; and (f) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
- 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, sub-consultants, 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 Consultants and its subcontractors⁹ and subconsultants⁹ 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 Banks inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Banks 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 Clients 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 Project(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 Clients 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 Clients 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 persons 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, Contractors Personnel, Clients 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 recognize 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 Clients 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. CONSULTANTS 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 Consultants 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 Consultants 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 behavior which breaches the Code of Conduct for Experts (ES);

the Consultant shall, at the Clients 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 3 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 Clients country, experts carrying out Services inside the Clients 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 Clients 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 Consultants 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 Clients country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Clients country according to the applicable law in the Clients country.
- (f) Assist the Consultant, any Sub-consultants and the Experts or either of them with obtaining the privilege, pursuant to the applicable law in the Clients country, of bringing into the Clients country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

44. Access to Project Site

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

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

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

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

54. Interest on Delayed Payments

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

G. FAIRNESS AND GOOD FAITH

55. Good Faith

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

H. SETTLEMENT OF DISPUTES

56. Amicable Settlement

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

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

57. Dispute Resolution

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

II. General Conditions

Attachment 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Banks 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 Banks 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 Banks Anti- Corruption Guidelines and in accordance with the Banks 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;

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)	The Contract shall be construed in accordance with the law of Islamic Republic of Pakistan .								
4.1	The language is: English .								
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]:</i></p> <table border="1" data-bbox="511 634 1409 1115"> <tr> <td data-bbox="511 634 673 704">Client:</td> <td data-bbox="678 634 1409 704">Integrated Flood Resilience and Adaptation Project (IFRAP) Government of Balochistan</td> </tr> <tr> <td data-bbox="511 710 673 1115">Attention:</td> <td data-bbox="678 710 1409 1115">Engr. Barkatullah Kakar Project Director, BIWRMD Project Implementation Unit for Integrated Flood Resilience and Adaptation Project (IFRAP) Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samungli Road, Quetta (Phone: +92-81-2870705) Email: bssip@yahoo.com</td> </tr> </table> <table border="1" data-bbox="511 1172 1409 1412"> <tr> <td data-bbox="511 1172 673 1208">Consultant:</td> <td data-bbox="678 1172 1409 1208">TO BE PROVIDED</td> </tr> <tr> <td data-bbox="511 1215 673 1412">Attention:</td> <td data-bbox="678 1215 1409 1412">TO BE PROVIDED</td> </tr> </table>	Client:	Integrated Flood Resilience and Adaptation Project (IFRAP) Government of Balochistan	Attention:	Engr. Barkatullah Kakar Project Director, BIWRMD Project Implementation Unit for Integrated Flood Resilience and Adaptation Project (IFRAP) Irrigation Department, Government of Balochistan, 18-B, Jinnah Town, Samungli Road, Quetta (Phone: +92-81-2870705) Email: bssip@yahoo.com	Consultant:	TO BE PROVIDED	Attention:	TO BE PROVIDED
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Consultant:	TO BE PROVIDED								
Attention:	TO BE PROVIDED								
8.1	<p><i>[Note: If the Consultant consists only of one entity, state <N/A>; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>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: Engr. Barkatullah Kakar, Project Director, PIU, IFRAP, GOB</p>								

	For the Consultant: <i>[name, title]</i> _____
11.1	The effectiveness conditions are the following: Confirmation from the Consultant that the nominated key staff in Technical Proposal is on board for the assignment.
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 30 Days
13.1	Commencement of Services: The number of days shall be Twenty-One (21) days Confirmation of Key Experts availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be Twenty Eight (28) months.

23.1

No additional provisions.

Limitation of the Consultants Liability towards the Client:

(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Clients property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds two times the total value of the Contract.

(b) This limitation of liability shall not

(i) affect the Consultants 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.

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

To be acceptable to the Bank, any limitation of the Consultants liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultants ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultants liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultants liability should never be limited for loss or damage caused by the Consultants gross negligence or willful misconduct.

The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused

	<i>by a default or wrongful act of the Client to the extent permissible by the law applicable in the Clients country.]</i>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of <u>1.5 times</u> to contract price.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Clients country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Islamic Republic of Pakistan.</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in the Clients country.</p> <p>(d) Include (c) and (d) as follows: Third Party liability insurance, with a minimum coverage of PKR 1,000,000.</p> <p>(e) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Clients country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; PKR 600,000 per occurrence in case of death and PKR 150,000 per occurrence in case of injury; and</p> <p>(f) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	No exceptions applicable to propriety rights provision.
27.2	The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.
49.2	The contract ceiling is: _____ <i>[insert amount] [indicate: inclusive or exclusive]</i> of local indirect taxes.

	<p>The ceiling in local currency is: _____ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: <be paid= or <reimbursed=] by the Client [insert as appropriate: <for< or <to=] the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contracts negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultants Financial Proposal.]</p>
<p>50.3</p>	<p>Price adjustment on the remuneration applies.</p> <p>Payments for remuneration made in PKR shall be adjusted as follows:</p> <p>1) Remuneration paid in PKR pursuant to the rates set forth in Appendix C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:</p> $R_t = R_{t_0} \times \left[0.1 + 0.9 \frac{I_t}{I_{t_0}} \right]$ <p>where</p> <ul style="list-style-type: none"> R_t is the adjusted remuneration. R_{t_0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in PKR. I_t is the official index for salaries in Pakistan for the first month for which the adjustment is to have effect; and I_{t_0} is the official index for salaries in Pakistan for the month of the date of the Contract. <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_t and I_{t_0} in the adjustment formula for remuneration paid in PKR : Official Index shall be the Consumer Price Index (CPI) issued by Federal Bureau of Statistics, Government of Pakistan</p>

51.1 and 51.2	<p>The Client shall deduct at source and pay on behalf of the consultant, the sub-consultants and the personnel any indirect taxes, duties, fees, levies, and other impositions required under the applicable law, on the Consultant, Sub-consultants, and the personnel in respect of:</p> <p>(a) Any payments made to the Consultant, Sub-consultants, and the personnel, in connection with the carrying out of the services;</p> <p>(b) Any equipment, materials, and supplies brought into the Government'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 there from by them;</p> <p>(c) Any equipment imported for the purpose of carrying out the Services and paid for with funds provided by the Client, and which is considered the property of the Client;</p> <p>(d) Any personal property brought into the Client's country by the Consultant, Sub-consultants, or Experts who are nationals or permanent residents of the Client's country, or their eligible dependents, for personal use, which will be removed upon their departure from the Client's country.</p>

52.1	The currency [currencies] of payment shall be the following: <i>PKR</i>
53.1(a)	The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment 10% in PKR shall be made within 30 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client by recovering 25% of the invoice amount against each invoice submitted by the Consultant, after second invoice, until the advance payment is fully recovered / set off. (2) The advance bank payment guarantee shall be in the amount and in PKR of the advance payment.
53.1(b)	The Consultant shall submit to the Client itemized statements at time intervals of each calendar month.
53.1(e)	The accounts in PKR is: <i>J.</i>
54.1	The interest rate is: 0.01%+KIBOR.

57.

Disputes shall be settled by arbitration in accordance with the Arbitration Act 1940 under the Law of Islamic Republic of Pakistan

The arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

The country of nationality of a majority of the Consultants is Islamic Republic of Pakistan

waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A 3 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; Clients input, including counterpart personnel assigned by the Client to work on the Consultants 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 Consultants Proposal. Highlight the changes to Section 7 of the RFP]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultants Technical Proposal and finalized at the Contracts 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 Clients country; entitlement, if any, to leave pay; public holidays in the Clients country that may affect Consultants 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 3 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 Consultants 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 Contracts 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 Contracts 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. =

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

**Model Form I
Breakdown of Agreed Fixed Rates in Consultants 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 Clients 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 3 REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultants 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 Banks 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.

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

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.

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.}

³ 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 Clients written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

APPENDIX F - CODE OF CONDUCT

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

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

Consultants Name: *[insert full name]*

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

Joint Venture Members or Sub-Consultants Name: *[insert full name]*

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

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

SEA and/or SH Declaration

We:

- (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.

[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]

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 Consultants authorized representative

Name: *[insert authorized representatives name]*

Address: *[insert authorized representatives address]*

Telephone/Fax numbers: *[insert authorized representatives telephone/fax numbers]*

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

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	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]	[insert name]	[yes/no] Criterion (i): [insert score]	o t a l s c o r e : [i n s e r t s c o r e]	C r i t e r i o n (i i) : [i n s e r t

Criterion (i): *[insert score]* **Criterion (ii):** *[insert score]*

Sub-criterion a: *[insert score]*

Sub-criterion b: *[insert score]*

Sub-criterion c: *[insert score]*

Total score: *[insert score]*

[Proposal price]

*[evaluated
price]*

**Combine
d**

Score:
*[combine
d score]*

Ranking:
[ranking]

Criterion (i): *[insert score]* **Criterion (ii):** *[insert score]*

[Proposal price]

*[evaluated
price]*

**Combine
d Score:**

*[combine
d 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)
[insert name]	[yes/no]	<p><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]</p> <p>Total score: [insert score]</p> <p>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</p>			<p>S c o r e] S u b - c r i t e r i o n b : 1 : [i n s</p>	<p>e r t s c o r e] 2 : [i n s e r t s c o r e] 3 : [i n s</p>

Sub-criterion a: *[insert score]*

Sub-criterion b: *[insert score]*

Sub-criterion c: *[insert score]*

Total score: *[insert score]*

Ranking:

[ranking]

Criterion (i): *[insert score]* **Criterion (ii):** *[insert score]*

Sub-criterion a: *[insert score]*

Sub-criterion b: *[insert score]*

Sub-criterion c: *[insert score]*

Total score: *[insert score]*

[Proposal price]

*[evaluated
price]*

**Combine
d Score:**

*[combine
d 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)
--------------------	--------------------	---	---	--	--	--

2: [insert score]
3: [insert score]
Criterion (iv): [insert score]
Criterion (v): [insert score]
Total score: [insert score]

[insert name] &

& &

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

[INSTRUCTIONS; State the reason/s why this Consultants Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultants 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 Banks 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 party⁹. 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 Consultant¹. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

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

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

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

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

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

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

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

Details of beneficial ownership

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

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 Schedule

