

---

# DRAFT STANDARD REQUEST FOR PROPOSAL

---

## Procurement of Consultancy Services

(Lump Sum Contract)

(National and International Competitive Bidding)



Public Procurement Regulatory Authority

Pakistan

January 2026



## PREFACE

Public Procurement is carried out in Pakistan in accordance with the provisions laid down in Public Procurement Regulatory Framework consisted of Public Procurement Regulatory Authority Ordinance, 2002; Public Procurement Rules, 2025 and allied Regulations, Regulatory Guides and Guidelines.

National Standard Request for Proposal, is developed for standardizing the procurement procedures and practices in the procuring agencies of the Federation of Pakistan and has the status of the Regulations in terms of section 27 of the Public Procurement Regulatory Authority Ordinance, 2002 read with Rule-34 of Public Procurement Rules, 2025.

The SRFP consists of general as well as specific provisions to be applicable for the procurement of Consultancy Services. The specific provisions supplement to the general provisions and may be amended or opted by the procuring agencies in the manner and to the extent prescribed in the respective sections.

This SRFP can be used by adopting Single Stage Single Envelope, Single Stage Two Envelope, Two Stage Two Envelope and Two stage Bidding Procedure with different selection methods including Quality- and Cost-Based Selection ("QCBS"), Quality-Based Selection ("QBS"), Selection under a Fixed Budget ("FBS"), and Least-Cost Based Selection ("LCS"). When mandating the use of this SRFP on the implementing agency, primary consideration should be given to the complexity and value of the assignment. The use of this SRFP is not required for selections of individual consultants based on the Qualification of Consultants.

This document is a live document, and may be updated on quarterly basis considering the regulatory experience feedback based on monitoring the procurement practices and valuable suggestions of the stakeholders (i.e. procuring agencies, vendors and general public).

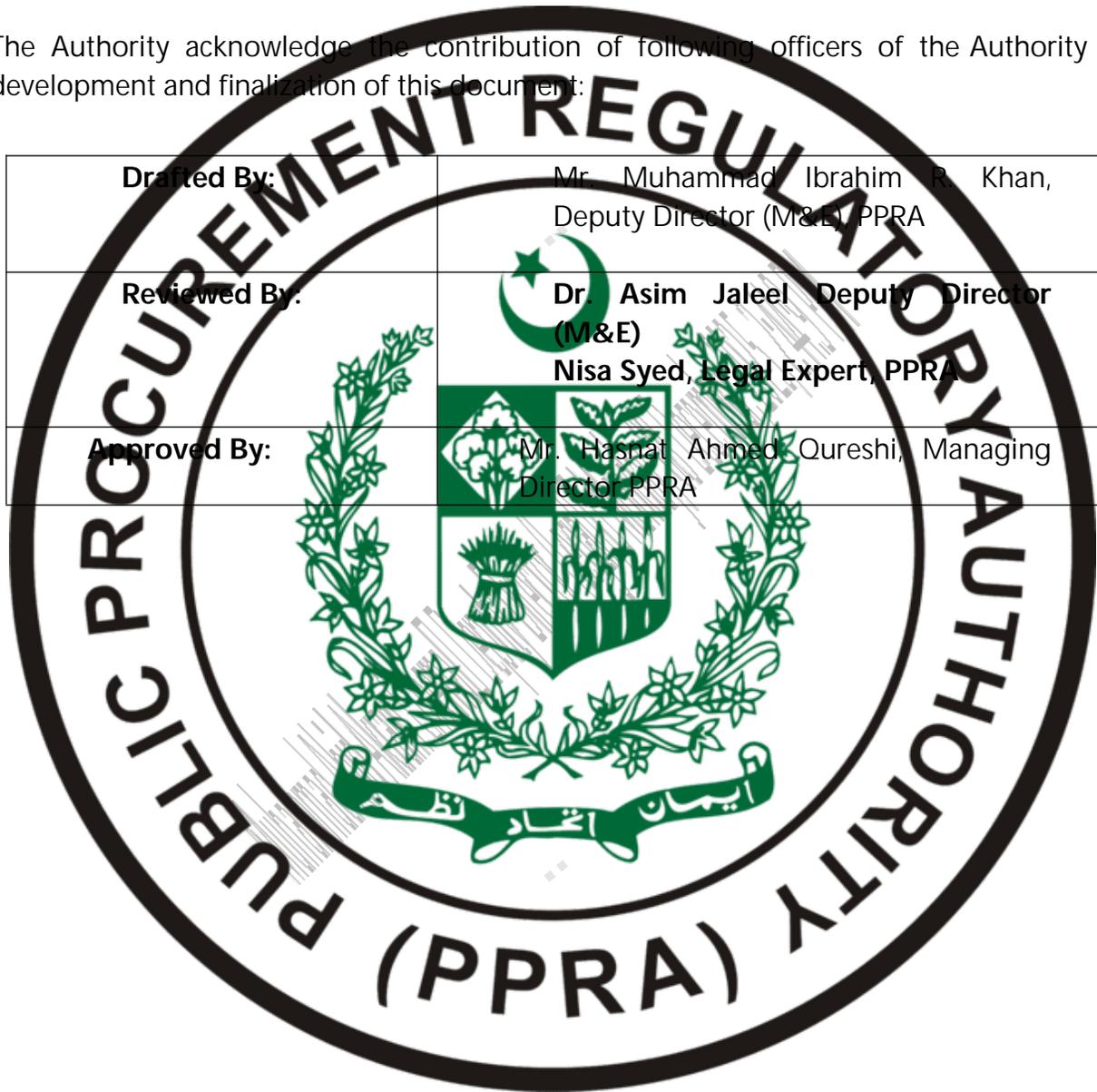


## ACKNOWLEDGEMENT

Public Procurement Regulatory Authority (PPRA) extends its gratitude and acknowledges the guidance and support of Mr. Hasnat Ahmed Qureshi, Managing Director, PPRA for the development and finalization of this Document.

The Authority acknowledge the contribution of following officers of the Authority for development and finalization of this document:

<b>Drafted By:</b>	Mr. Muhammad Ibrahim R. Khan, Deputy Director (M&E) PPRA
<b>Reviewed By:</b>	Dr. Asim Jaleel, Deputy Director (M&E) Nisa Syed, Legal Expert, PPRA
<b>Approved By:</b>	Mr. Hasnat Ahmed Qureshi, Managing Director, PPRA



## SUMMARY DESCRIPTION STANDARD REQUEST FOR PROPOSALS

### PART I – SELECTION PROCEDURES AND REQUIREMENTS

#### Section 1: Invitation for Proposal (IFP)

The attached template is the Invitation for Proposal for eligible Consultants willing to submit a proposal for a consulting assignment.

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

This Section consists of two parts: “Instructions to Consultants” and “Proposal Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Proposal 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 consultants prepare their proposals.

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

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

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

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

#### Section 5: Eligible Countries

This Section contains information regarding eligible countries.

#### Section 6: Evaluation Criteria and Terms of Reference (TORs)

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

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

#### Section 7: Standard Forms of Contract

This Section includes standard contract forms for large or complex assignments: a Time-Based Contract 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.

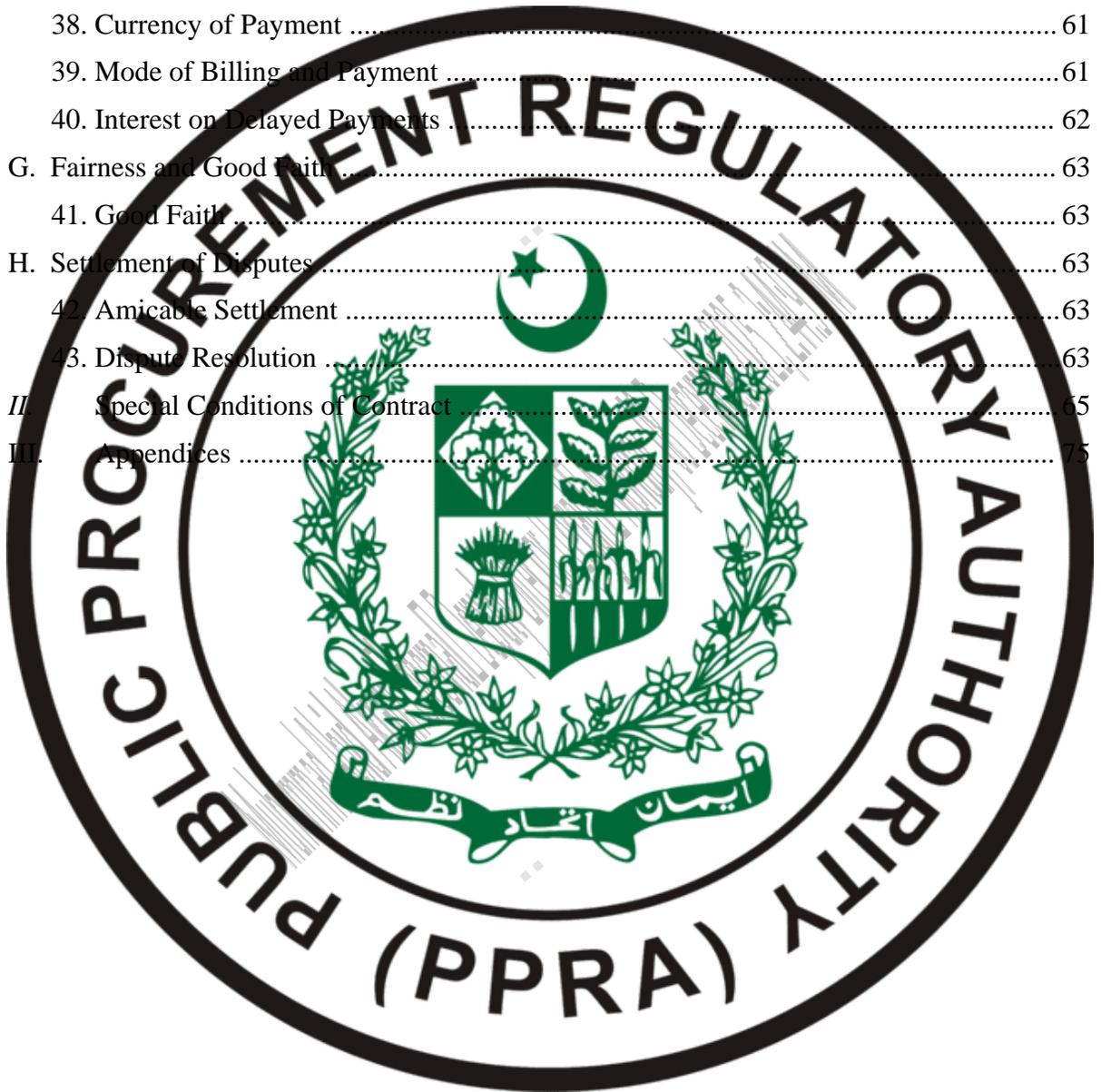


## Contents

PART I – Selection Procedures and Requirements .....	9
Section I. Procurement Notice .....	9
Section II. Instructions to Consultants and Data Sheet .....	10
A. General Provisions .....	10
B. Preparation of Proposals .....	10
C. Submission, Opening and Evaluation .....	14
D. Negotiations and Award .....	16
PROPOSAL DATA SHEET .....	18
A. General .....	18
B. Preparation of Proposals .....	18
C. Submission, Opening and Evaluation .....	20
D. Negotiations and Award .....	21
Section III. Technical Proposal – Standard Forms .....	22
Form TECH-1 .....	22
Technical Proposal Submission Form .....	22
CONSULTANT’S ORGANIZATION AND EXPERIENCE .....	24
Section IV. Financial Proposal – Standard Forms .....	34
Financial Proposal Submission Form .....	34
Form FIN-2 Summary of Costs .....	35
1. Bid Securing Declaration .....	38
Section V. Eligible Countries .....	39
Section VI. Evaluation Criteria and Terms of Reference .....	39
Terms of Reference .....	41
Preface .....	44
1. Form of Contract .....	47
I. General Conditions of Contract .....	49
A. General Provisions .....	49
1. Relationship between the Parties .....	49
2. Law Governing Contract .....	50
3. Language .....	50
4. Headings .....	50
5. Communications .....	50

6. Location .....	50
7. Authority of Member in Charge .....	50
8. Authorized Representatives .....	50
<b>B. Commencement, Completion, Modification and Termination of Contract .....</b>	<b>50</b>
9. Effectiveness of Contract .....	50
10. Termination of Contract for Failure to Become Effective .....	51
11. Commencement of Services .....	51
12. Expiration of Contract .....	51
13. Entire Agreement .....	51
14. Modifications or Variations .....	51
15. Force Majeure .....	52
16. Suspension .....	53
17. Termination .....	53
<b>C. Obligations of the Consultant .....</b>	<b>55</b>
18. General .....	55
19. Conflict of Interest .....	56
20. Confidentiality .....	57
21. Liability of the Consultant .....	57
22. Insurance to be taken out by the Consultant .....	57
23. Accounting, Inspection and Auditing .....	57
24. Reporting Obligations .....	58
25. Proprietary Rights of the Procuring agency in Reports and Records .....	58
26. Equipment, Vehicles and Materials .....	58
<b>D. Consultant's Experts and Sub-Consultants .....</b>	<b>59</b>
27. Description of Key Experts .....	59
28. Replacement of Key Experts .....	59
29. Removal of Experts or Sub-consultants .....	59
<b>E. OBLIGATIONS OF THE PROCURING AGENCY .....</b>	<b>59</b>
30. Assistance and Exemptions .....	59
31. Access to Project Site .....	60
32. Change in the Applicable Law Related to Taxes and Duties .....	60
33. Services, Facilities and Property of the Procuring agency .....	61

34. Counterpart Personnel .....	61
35. Payment Obligation .....	61
F. Payments to the Consultant .....	61
36. Contract Price .....	61
37. Taxes and Duties .....	61
38. Currency of Payment .....	61
39. Mode of Billing and Payment .....	61
40. Interest on Delayed Payments .....	62
G. Fairness and Good Faith .....	63
41. Good Faith .....	63
H. Settlement of Disputes .....	63
42. Amicable Settlement .....	63
43. Dispute Resolution .....	63
II. Special Conditions of Contract .....	65
III. Appendices .....	75





---

# PART I – Selection Procedures and Requirements

## Section I. Procurement Notice

[Insert Name of PA]

[Insert logo]

Proposal No. ....

for

[Insert title or brief description of the consulting services]

Date: .....

1. This Invitation for submission of Proposals follows the Procurement Notice for this Project.
2. The [insert: name of PA] now invites proposals to provide the following consulting services: [insert: name of consulting services assignment]. More details on the services are provided in the Terms of Reference.
3. This Request for Proposal (RFP) has been addressed to the short-listed Consultants: [insert: List of Short-listed Consultants].  
Or  
This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.
5. A firm will be selected under [insert: selection Method] and procedures described in this RFP.
6. Please submit your proposal on the following address [insert address] before the [Insert date and Time] through EPADS. Bids shall be opened on the same date [Insert time] through EPADS:

Yours sincerely,

*[Insert the title of the Principal Accounting Officer or Project Director or Project Manager]*



## Section II. Instructions to Consultants and Data Sheet

### A. General Provisions

<p><b>1. Introduction</b></p>	<p>1.1 The Procuring Agency named in the Proposal Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.</p> <p>1.2 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 Proposal Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>1.3 The Procuring Agency 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 Proposal Data Sheet.</p>
<p><b>2. Corrupt and Fraudulent Practices</b></p>	<p>2.1 The procuring agencies and the consultant are required to comply with the Procurement Regulatory Framework regarding corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules, 2025.</p>
<p><b>B. Preparation of Proposals</b></p>	
<p><b>3. General Considerations</b></p>	<p>3.1 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.</p>
<p><b>4. Language</b></p>	<p>4.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Proposal Data Sheet.</p>
<p><b>5. Documents Comprising</b></p>	<p>5.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p>

<p><b>the Proposal</b></p>	
<p>6 <b>Only One Proposal</b></p>	<p>6.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Proposal <b>Data Sheet</b> and subject to regulatory instructions, if any.</p>
<p>7 <b>Proposal Validity</b></p>	<p>7.1 Proposals shall remain valid for the period specified in the <b>Proposal</b> Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.</p> <p>7.2 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.</p> <p>7.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p>
<p><b>a. Extension of Validity Period</b></p>	<p>7.4 If considered necessary, an extension in the bid validity can be made in accordance with the provision of Public Procurement Rules, 2025 or any instructions issued in this regard.</p>
<p>8 <b>Bid security/Bid Securing</b></p>	<p>8.1 The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the</p>

<p><b>Declaration</b></p>	<p>bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents/RFP.</p> <p>8.2 Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.</p> <p>8.3 The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severally responsible.</p> <p>8.4 The successful Consultant's Bid Securing Declaration will be discharged upon signing of the contract with the Successful Consultant, and furnishing the performance Guarantee.</p> <p>8.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:</p> <ul style="list-style-type: none"> <li>a) if a bidder:             <ul style="list-style-type: none"> <li>i) withdraws its bid during the period of bid validity as specified by the Procuring Agency, and referred by the bidder in the Forms of Bid, except as provided for in the ITBs; or</li> <li>ii) does not accept the correction of errors pursuant to <b>ITB 18</b>; or</li> </ul> </li> <li>b) in the case of a successful bidder fails:             <ul style="list-style-type: none"> <li>i) to sign the contract in accordance with <b>ITB 23</b>; or</li> <li>ii) to furnish Performance Guarantee.</li> </ul> </li> </ul> <p>8.6 The bid security shall be valid for a period specified in <b>BDS</b>. Bids with shorter bid security validity period shall be rejected straight away</p>
<p>9 <b>Clarification and Amendment of RFP</b></p>	<p>9.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before three days prior to the Proposals' submission deadline through EPADS only. The Procuring Agency will respond to the same through EPADS. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following</p>

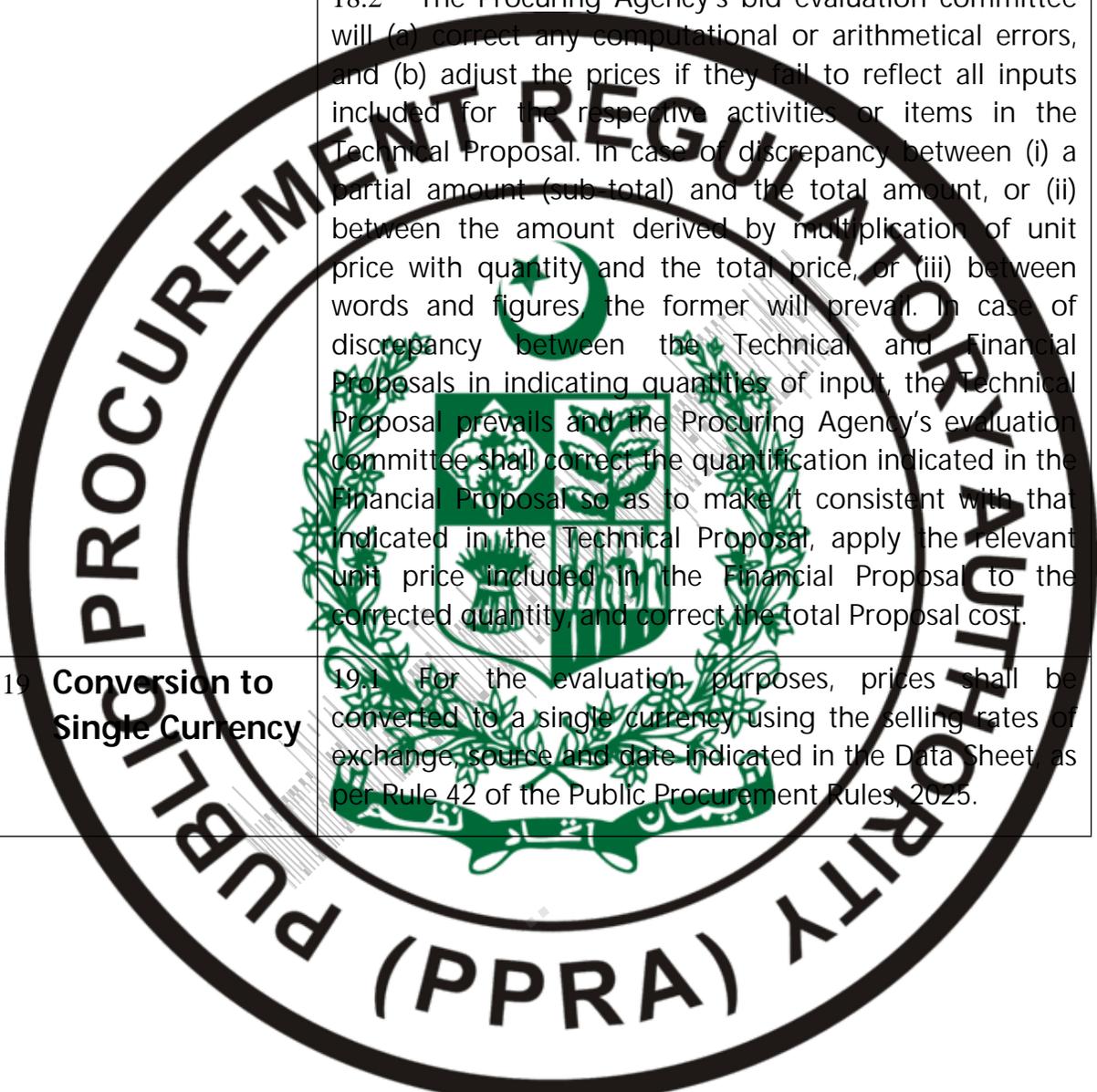
	<p>the procedure described below:</p> <ul style="list-style-type: none"><li>i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through EPADS.</li><li>ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</li></ul> <p>9.2 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p><b>10 Preparation of Proposals – Specific Considerations</b></p>	<p>10.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>10.2 The Procuring Agency may indicate in the Proposal Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>10.3 If stated in the Proposal 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 Proposal Data Sheet.</p> <p>10.4 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.</p> <p>10.5 The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.</p>

<p><b>11 Financial Proposal</b></p>	<p>11.1 The Financial Proposal shall be prepared using the Standard Forms provided in 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.</p>
<p><b>12 Taxes</b></p>	<p>12.1 The proposal submitted shall be inclusive of all the applicable taxes unless otherwise stated in the Data Sheet. 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 Procuring Agency's country is provided in the Data Sheet.</p>
<p><b>13 Currency of Proposal</b></p>	<p>13.1 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. Payment shall also be made in the currency specified in the data sheet or condition of the contract.</p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
<p><b>14 Submission/withdrawal of Proposals</b></p>	<p>14.1 The Consultant shall submit proposal through EPADS before the submission deadline.</p> <p>14.2 A Proposal submitted by a Joint Venture shall be submitted through EPADS from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. In case any of Member is not registered on the EPADS, may be registered on the EPADS or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.</p> <p>14.3 A Consultant may withdraw its Proposal after it has been submitted before the proposal submission deadline.</p>
<p><b>15 Opening of Proposal</b></p>	<p>15.1 The Procuring Agency will open all Proposal though EPADS.</p> <p>15.2 Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.</p>

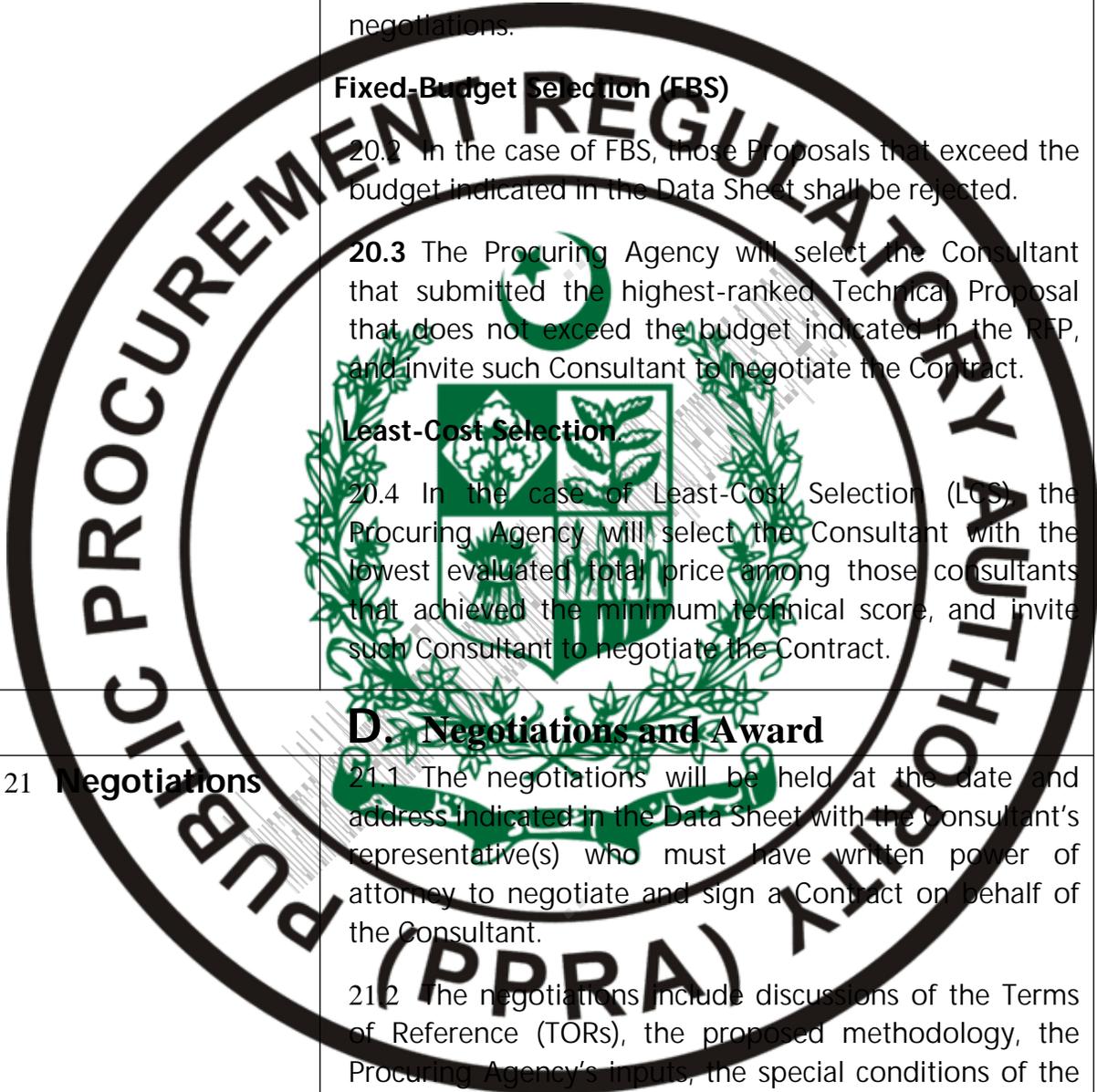
<p><b>16 Evaluation of Technical Proposals</b></p>	<p>16.1 The Procuring Agency's bid evaluation committee or external bid evaluation committee as the case may be, shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation 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.</p>
<p><b>17 Opening of Financial Proposals</b></p>	<p>17.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date and time for the opening of the Financial Proposals.</p> <p>17.2 The Financial Proposals shall be opened and evaluated through EPADS.</p>



<p><b>18 Correction of Errors</b></p>	<p>18.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p> <p>18.2 The Procuring Agency's bid evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost.</p>
<p><b>19 Conversion to Single Currency</b></p>	<p>19.1 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, as per Rule 42 of the Public Procurement Rules, 2025.</p>



<p>20 <b>Selection Technique</b></p>	<p><b>Quality and Cost Based Selection</b></p> <p>20.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.</p> <p><b>Fixed-Budget Selection (FBS)</b></p> <p>20.2 In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.</p> <p>20.3 The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.</p> <p><b>Least-Cost Selection</b></p> <p>20.4 In the case of Least-Cost Selection (LCS) the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.</p>
<p>21 <b>Negotiations</b></p>	<p><b>D. Negotiations and Award</b></p> <p>21.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>21.2 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>



<p><b>22 Availability of Key Experts</b></p>	<p>22.1 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 Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next ranked Consultant.</p> <p>22.2 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.</p>
<p><b>23 Award of Contract</b></p>	<p>23.1 The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as a Successful Consultant provided that the same is not in conflict with any other law or policy of the Federal Government</p>
<p><b>24 Grievance Redressal Mechanism</b></p>	<p>24.1 Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 65 of the Public Procurement Rules, 2025 and Redressal of Grievance regulations, 2021.</p>
<p><b>25 Mechanism of Blacklisting</b></p>	<p>25.1 The Blacklisting shall be carried out in accordance with provision of Rule 25 of the Public Procurement Rules, 2025 and Regulations for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021.</p>
<p><b>26 Environmental objectives</b></p>	<p>26.1 As per Rule 64 of Public Procurement Rules, 2025, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured</p>
<p><b>27 Third Party</b></p>	<p>27.1 All the procurements above 500 million and up to 2</p>

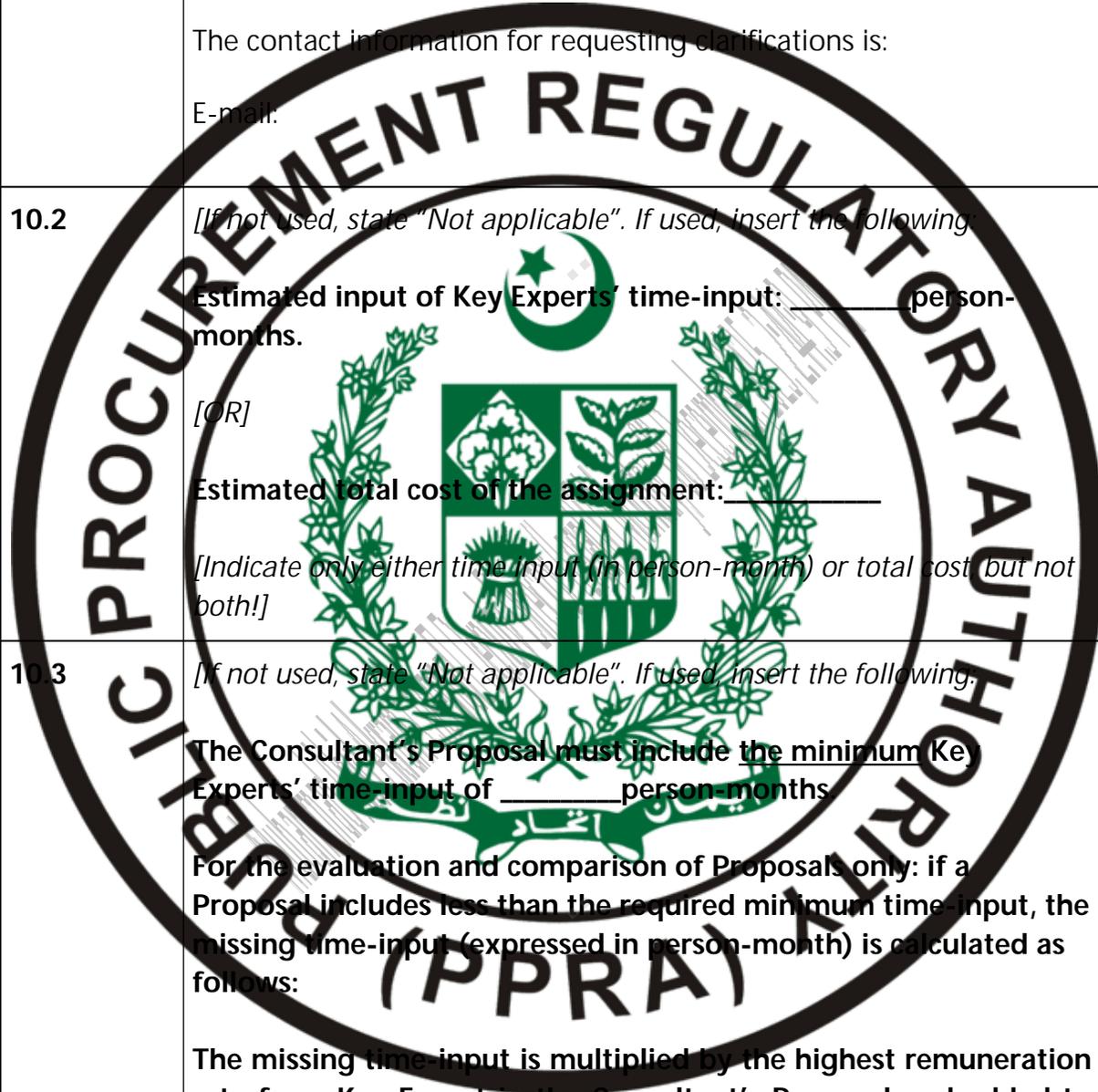
<b>Validation</b>	billion Rupees shall be subject to the third-party validation by a committee or firm in compliance with Rule 12 of Public Procurement Rules, 2025
-------------------	---



## PROPOSAL DATA SHEET

ITC Clause Reference	A. General
1.1	<p><b>Name of the Procuring Agency:</b></p> <p><b>Method of selection:</b> _____ as per  <i>Applicable Selection Technique i.e. Least Cost Basis Selection or Quality &amp; Cost Based Selection.</i></p>
1.2	<p><b>A pre-proposal conference/meeting will be held:</b> Yes _____ or No _____</p> <p><i>[If "Yes", fill in the following.]</i></p> <p>Date of pre-proposal conference/meeting: _____</p> <p>Time: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>E-mail: _____</p> <p>Contact person: <i>[insert name and title]</i> _____</p>
1.3	<p><b>The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b>  <i>[list or state "N/A" if none]</i></p>
<p><b>B. Preparation of Proposals</b></p>	
4.1	<p>The <b>language of the Bid</b> is <i>[insert "English" or "any other language in case the Procuring Agency is in some other country].</i></p> <p>All correspondence shall be in <i>[specify the language.]</i></p> <p>The language for translation of supporting documents and printed literature is <i>[specify one language].</i></p>
6.1	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p>Yes _____ or No _____</p>

<p><b>7.1</b></p>	<p><b>Proposals shall be valid until</b> <i>[insert day, month and year, taking into account reasonable time needed to complete the proposal evaluation, obtain necessary approvals]</i></p>
<p><b>9.1</b></p>	<p><b>Clarifications may be requested no later than</b> <i>[insert number]</i> <b>days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:</p> <p>E-mail:</p>
<p><b>10.2</b></p>	<p><i>[If not used, state "Not applicable". If used, insert the following]</i></p> <p><b>Estimated input of Key Experts' time-input:</b> _____ <b>person-months.</b></p> <p><i>[OR]</i></p> <p><b>Estimated total cost of the assignment:</b> _____</p> <p><i>[Indicate only either time input (in person-month) or total cost but not both!]</i></p>
<p><b>10.3</b></p>	<p><i>[If not used, state "Not applicable". If used, insert the following.]</i></p> <p><b>The Consultant's Proposal must include the minimum Key Experts' time-input of</b> _____ <b>person-months.</b></p> <p><b>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</b></p> <p><b>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. ]</b></p>
<p><b>10.5</b></p>	<p><b>A price adjustment provision applies:</b>          Yes _____ or No _____</p>



<p>12.1</p>	<p><i>[If there is no tax exemption in the Procuring Agency's country, insert the following:</i>  <b>"Information on the Consultant's tax obligations can be found</b>  <i>[insert reference to the appropriate statutory clause or financial instrument]. "</i></p>
<p>13.1</p>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to one foreign currency</p> <p>.....</p> <p><b>The Financial Proposal should state local costs in the Procuring Agency's country currency (local currency):</b> Yes, ___ or no ___.</p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
<p>14.1</p>	<p><b>The Proposals must be submitted no later than:</b>  <b>Date:</b> ___ day/month/year <i>[for example, 15 January 2011]</i>  <b>Time:</b> ___ <i>[insert time]</i></p>
<p>18.1</p>	<p>For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Agency on behalf of the Consultant.</p>
<p>19.1</p>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is:</b> _____ <i>[indicate local currency or fully convertible foreign currency]</i></p>

	<p><b>The official source of the selling (exchange) rate is:</b></p> <p><b>The date of the exchange rate is:</b>  <i>[The date shall not be earlier than four (4) weeks prior to the deadline for submission of proposals and no later than the date of expiry of the proposal validity specified in accordance with ITC- Data Sheet 12.1.]</i></p>
<p><b>20</b> <b>(QCBS</b> <b>only)</b></p>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration  <i>[or replace with another inversely proportional formula]</i></p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = _____</b> <i>[Insert weight]</i>, and  <b>P = _____</b> <i>[Insert weight]</i></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1), as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
<p><b>D. Negotiations and Award</b></p>	
<p><b>21.1</b></p>	<p><b>Expected date and address for contract negotiations.</b>  <b>Date:</b> _____ <i>day/month/year [for example, 15 January 2022]</i>  <b>Address:</b> _____</p>



---

## Section III. Technical Proposal – Standard Forms

### Form TECH-1

#### Technical Proposal Submission Form

---

{ Date}

To: *[Name and address of Procuring Agency]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals 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 through EPADS" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal through EPADS."].*

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.

- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with the requirement of ITC and Data Sheet]*.
- (c) We have no conflict of interest.
- (d) 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 Procuring Agency.]
- (e) Except as stated in the Data Sheet, Clause 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 Clause 12 and ITC Clause 20.4 may lead to the termination of Contract negotiations.
- (f) 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 the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

{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

(Optional)

### CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

#### A - Consultant’s Organization

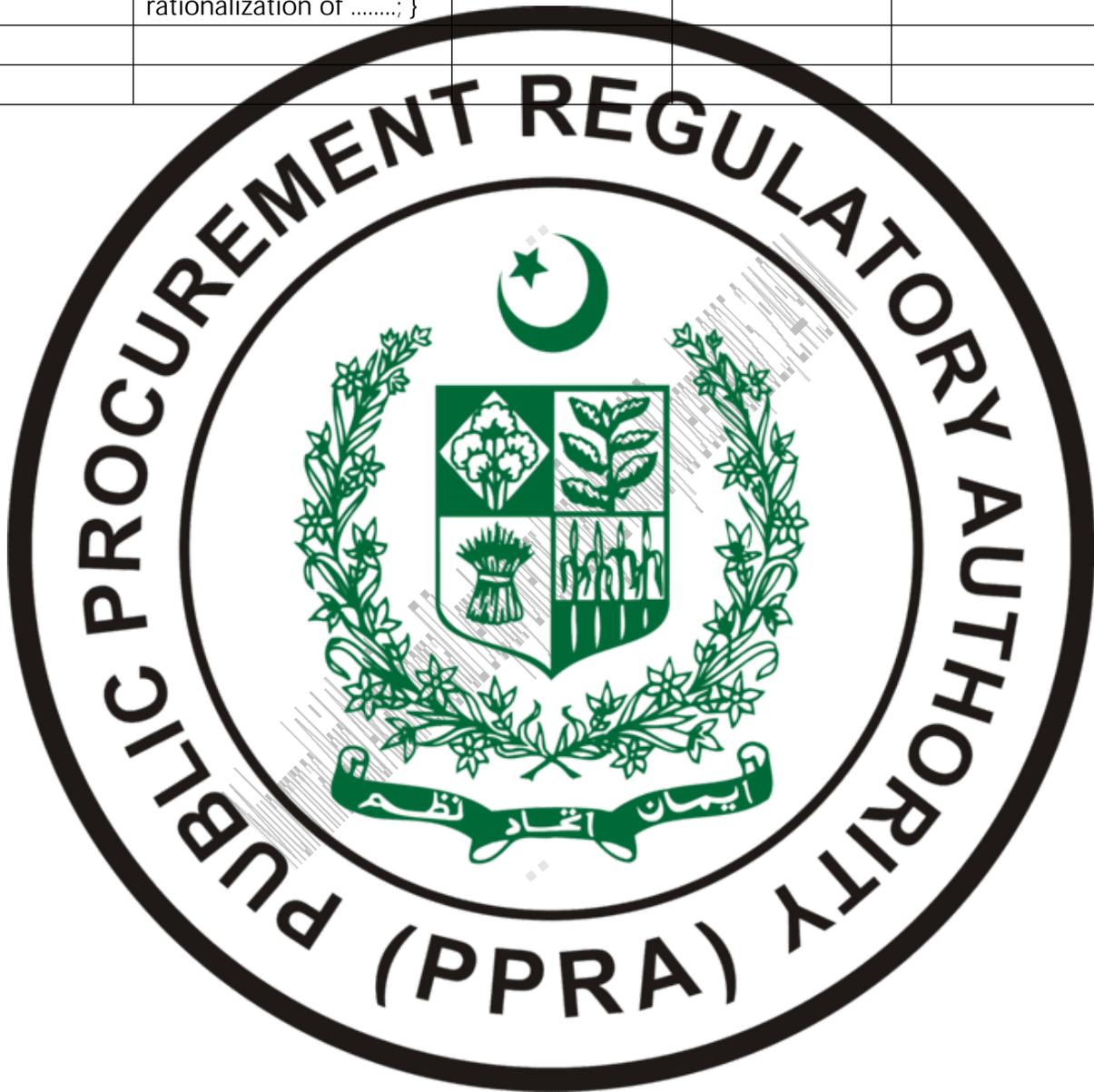
1. Provide here a brief description of the background and organization of your company, and –in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

#### B - Consultant’s Experience

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

Duration	Assignment name & brief description of main deliverables/outputs	Name of Procuring Agency & 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	{e.g., Ministry of ....., country}	{e.g., PKR 1 mill/PKR 0.5 mill}	{e.g., Lead partner in a JV A&B&C}

Duration	Assignment name/ & brief description of main deliverables/ outputs	Name of Procuring Agency & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
	rationalization of .....; }			



## Form TECH-3

(Optional)

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

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 Procuring Agency, 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 Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}



## Form TECH-4

### 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:

- 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. **Note to Procuring Agency: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]:** “(including on the [environmental and] social 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 Procuring Agency), 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

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.

## Form TECH-6

### TEAM COMPOSITION, ASSIGNMENT, and Key Experts' inputs

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 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 Procuring Agency's country or any other country outside the expert's country of residence.

Full time input

Part time input



(CONTINUED)

### CURRICULUM VITAE (CV)

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

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

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

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

**Membership in Professional Associations and Publications:**

\_\_\_\_\_

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

\_\_\_\_\_

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{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)

## Section IV. Financial Proposal - Standard Forms

FORM FIN-1

### Financial Proposal Submission Form

{Location, Date}

To: [Name and address of Procuring Agency]

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 Clause 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 until [insert day, month and year in accordance with TTC 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,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

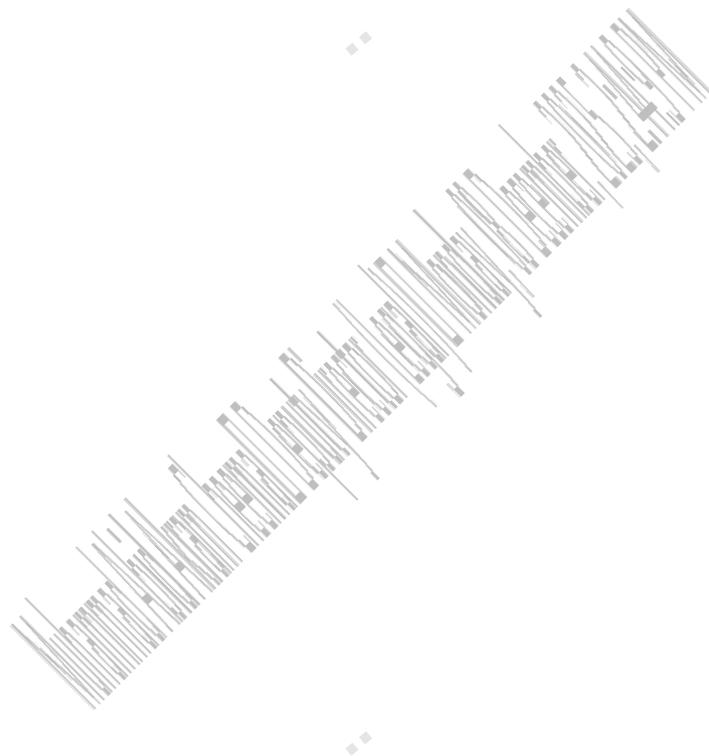
In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

---

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

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



Sample Form

Consultant:  
Assignment:

Country:  
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

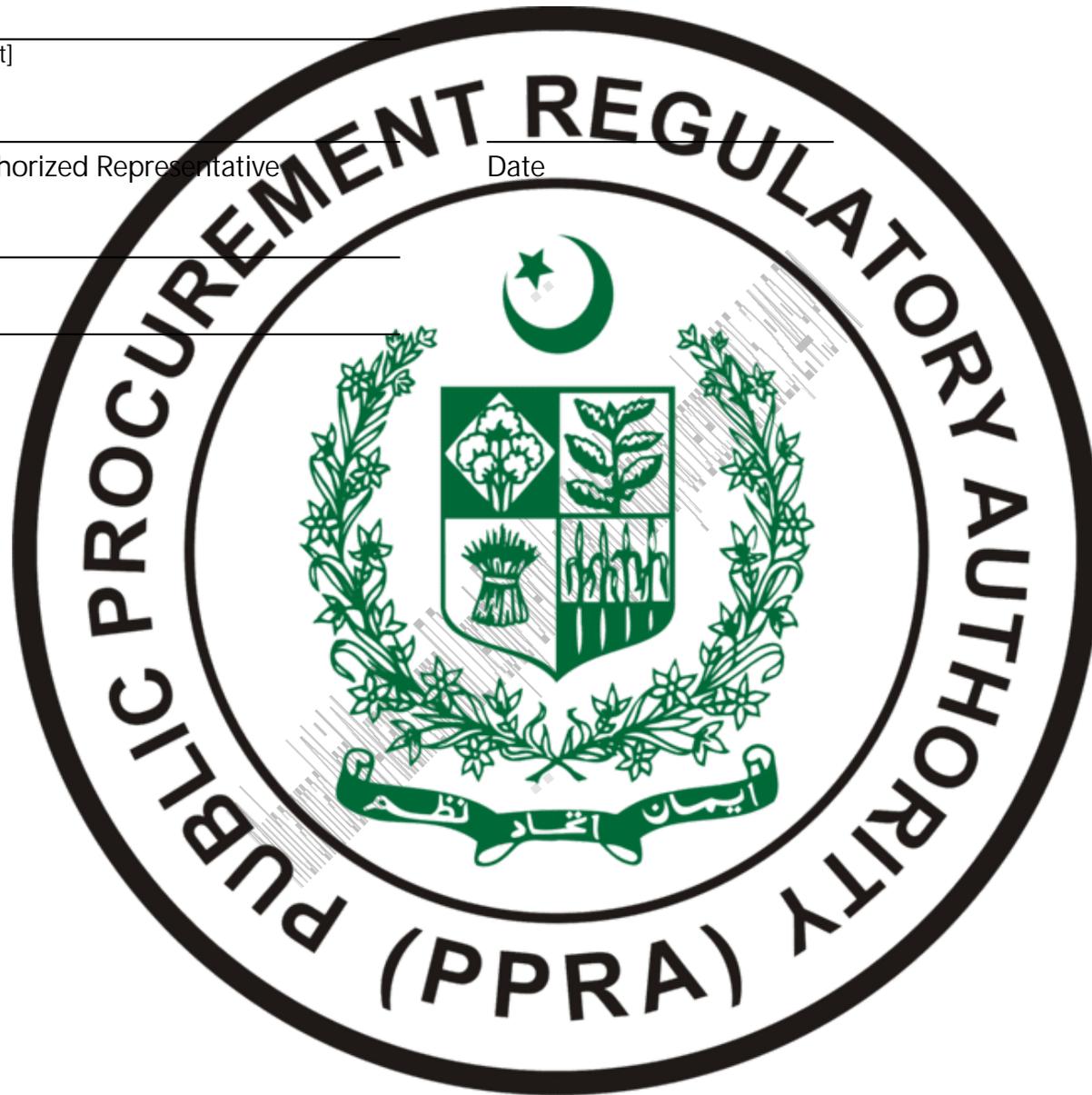
\_\_\_\_\_  
[Name of Consultant]

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

\_\_\_\_\_  
Date

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

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



## 1. : Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Proposal No.: *[insert number of Proposal process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Guarantee or to comply with any other condition precedent to signing the contract specified in the SRF Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert **complete name of person signing the Bid Securing Declaration**]*

Duly authorized to sign the Proposal for and on behalf of: *[insert **complete name of Service Provider**]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert **date of signing**]*  
Corporate Seal (where appropriate).

## Section V. Eligible Countries

All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel.

## Section VI. Evaluation Criteria and Terms of Reference

Evaluation Criteria:

**Sample Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals (if not already prequalified):**

*In case of such shortlisting or prequalification that contains the aspect of capacity and capability of the consultants, the Technical Proposal will contain the marking of only the Quality of Proposal (including Methodology, work plan, management approach, allocation of resources etc.) and Transfer of Knowledge aspects. The procuring agency shall provide marking slabs for all the categories.*

Points:

- (i) **General Experience of the Consultant** (i.e. Length of Incorporation as Company/firm or Registration/Licensing, General Assignments etc.) [10]
- (ii) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** [10]
- (ii) **Adequacy and quality of the proposed methodology, work plan, management approach etc. in responding to the Terms of Reference (TORs):** [30]

*{Notes to Consultant: the Procuring Agency 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}*

- (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}*

- |  |                 |
|--|-----------------|
| a) Position K-1: [Team Leader]           | [Insert points] |
| b) Position K-2: [Insert position title] | [Insert points] |
| c) Position K-3: [Insert position title] | [Insert points] |

**Total points for criterion (iii): [30]**

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

- 1) General qualifications (general education, training, and experience): \_\_\_\_\_  
*[insert weight between 10 and 20 %]*
- 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): \_\_\_\_\_ *[insert weight between 60 and 80%]*
- 3) *[If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): \_\_\_\_\_*  
*[insert weight between 0 and 10 %]*

Total weight: 100%

- (iv) **Transfer of knowledge (training) program** (relevance of approach and methodology): \_\_\_\_\_ *[normally, not to exceed 10 points]*

Total points for criterion (iv): [10]

- (v) **Participation by nationals among proposed Key Experts** [10]

*[not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Consultant's Technical Proposal]*

**Total points for the five criteria: 100**

.....  
**The minimum technical score (St) required to pass is: \_\_\_\_\_** *[insert number]*

## Terms of Reference

**[Sample outline:**

- 1. Background \_\_\_\_\_**
- 2. Objective(s) of the Assignment \_\_\_\_\_**
- 3. Scope of Services, Tasks (Components) and Expected Deliverables**
  - 3.1 *[indicate if downstream work is required]*
  - 3.3 *[indicate if training is a specific component of the assignment]*
  - 3.4 **[Note to Procuring Agency: For ES, the scope of services of the consultant for infrastructure contracts (such as Plant or Works) supervision should be based on the following (Modify as appropriate).]:**

Ensure that the Contractor delivers its ES obligations under its contract. This includes, but is not limited to the following:

- (i) review the Contractor's Environment and Social Management Plan (C-ESMP), including all updates and revisions at frequencies specified in the Contractor's contract (normally not less than once every 6 months);
- (ii) review all other applicable contractor's documents related to ES aspects including the health and safety manual, security management plan and Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) prevention and response action plan;
- (iii) review and consider the ES risks and impacts of any design change proposals and advise if there are implications for compliance with Environmental and Social Impact Assessment (ESIA), with Environmental and Social Management Plan (ESMP), consent/permits and other relevant project requirements;
- (iv) undertake, as required, audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities under its contract, to verify the Contractor's compliance with ES requirements (including relevant requirements on SEA/SH);
- (v) determine remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ES obligations;
- (vi) ensure appropriate representation at relevant meetings including site meetings, and progress meetings to discuss and agree appropriate actions to ensure compliance with ES obligations;
- (vii) review and critique, in a timely manner, the Contractor's ES documentation (including regular reports and incident reports) regarding the accuracy and efficacy of the documentation;
- (viii) undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ES issues;
- (ix)** establish and maintain a grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of SEA and/or SH.

**[Include the following additional tasks if the Consultant is being employed for supervision of Works contract:**

- (x) carry-out the following activities consistent with the Works contract to be supervised including but not limited to the following:
  - (a) support the Works procuring agency to organize an SEA/SH conference, ensure appropriate representation in the conference and follow-up of any agreed actions by the attendees;
  - (b) monitor contractor's compliance with its SEA/SH Prevention and Response Obligations, and take appropriate contractual actions if non-compliance is identified, including upon identification of potential non-compliance by a dispute board;
  - (c) ensure that any allegation of SEA and/or SH that are received by the Consultant are documented, maintaining appropriate confidentiality, and promptly submitted to the procuring agency and the Contractor;
  - (d) prior to its engagement for the Works, verify that, a subcontractor not named in the contract, is qualified in accordance with the provisions of the SEA/ SH performance declaration for sub-contractors;
- (xi) **[add any other tasks as appropriate, ensuring consistency with the Consultant's contract conditions and the Contractor's contract].**

**4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)**

**5. Reporting Requirements and Time Schedule for Deliverables**

[As a minimum, list the following:

- (a) format, frequency, and contents of reports;
- (b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies and dates of submission;
- (c) persons (indicate names, titles, submission address) to receive them; etc.

If the Services consist of or include the **supervision of infrastructure (such as Plant or Works)**, include the following on ES reporting:

- (e) Immediately notify the Procuring Agency of any failure by the Contractor to comply with its SEA and SH obligations;
- (f) Immediately notify the Procuring Agency of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Procuring Agency's Personnel, Contractor's Personnel or Experts. In case of SEA and/or SH, while maintaining confidentiality as appropriate, The Consultant shall provide full details of such incidents or accidents to the Procuring Agency within the timeframe agreed with the Procuring Agency;

(g) Immediately inform and share with the Procuring Agency notifications on ES incidents or accidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;

**6. Procuring Agency's Input and Counterpart Personnel**

(a) Services, facilities and property to be made available to the Consultant by the Procuring Agency: \_\_\_\_\_ [list/specify]

(b) Professional and support counterpart personnel to be assigned by the Procuring Agency to the Consultant's team: \_\_\_\_\_ [list/specify]

**7. Environmental and Social Policy:**

**[Note to Procuring Agency: for supervising infrastructure (such as Plant or Works) contracts:**

The Procuring Agency should attach or refer to the Procuring Agency's environmental, social, health and safety policies that will apply to the project. If these are not available, the Procuring Agency should use the following guidance in drafting an appropriate policy.



## STANDARD FORM OF CONTRACT

# Consultant's Services

## Lump-Sum

### Preface

1. The standard Contract form consists of: the Form of Contract to be signed by the Procuring agency and the Consultant, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

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

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

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

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

**between**

\_\_\_\_\_  
*[Name of the Procuring agency]*

**and**

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

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

## 1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the "Procuring Agency") 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 "Procuring Agency") 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 Procuring Agency for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]*

### WHEREAS

- (a) the Procuring Agency 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 Procuring Agency 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 Procuring Agency has received *[or has applied for]* a loan *[or credit or grant]* from the *[Insert as appropriate:]* 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 will be made only at the request of the Procuring Agency; (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.

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
  - (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

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; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency 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 Procuring Agency 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 Procuring Agency]*

*[Authorized Representative of the Procuring Agency – 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]*

## I. General Conditions of Contract

### A. General Provisions

<p><b>1. Definitions</b></p>	<p>1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the procuring agency’s country, or in such other country as may be specified in the <b>Special Conditions of Contract (SCC)</b>, as they may be issued and in force from time to time.</p> <p>(b) “Contract” means the legally binding written agreement signed between the Procuring agency 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).</p> <p>(c) “Day” means a working day unless indicated otherwise.</p> <p>(d) “Effective Date” means the date on which this Contract comes into force and effect.</p> <p>(e) “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.</p> <p>(f) “Foreign Currency” means any currency other than the currency of the Procuring agency’s country.</p> <p>(g) “GCC” means these General Conditions of Contract.</p> <p>(h) “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 Procuring agency for the performance of the Contract.</p> <p>(i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(j) “Local Currency” means the currency of the Islamic Republic of Pakistan</p>
------------------------------	--

	<p>(k) “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.</p> <p>(l) “Party” means the Procuring agency or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(m) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(n) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(o) “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.</p> <p>(p) “Third Party” means any person or entity other than the Government, the Procuring agency, the Consultant or a Sub-consultant.</p>
<p><b>2. Relationship between the Parties</b></p>	<p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring agency 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.</p>
<p><b>3. Law Governing Contract</b></p>	<p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p>
<p><b>4. Language</b></p>	<p>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.</p>
<p><b>5. Headings</b></p>	<p>5.1. The headings shall not limit, alter or affect the meaning of this Contract.</p>
<p><b>6. Communications</b></p>	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified English unless otherwise specified in the BDS. 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.</p> <p>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.</p>
<p><b>7. Location</b></p>	<p>7.1. The Services shall be performed at such locations as are</p>

	specified in <b>Appendix A</b> hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring agency may approve.
<b>8. Authority of Member in Charge</b>	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring agency.
<b>9. Authorized Representatives</b>	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring agency or the Consultant may be taken or executed by the officials specified in the <b>SCC</b> .

## **B. Commencement, Completion, Modification and Termination of Contract**

<b>10. Effectiveness of Contract</b>	This Contract shall come into force and effect on the date (the "Effective Date") of the Procuring agency's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the <b>SCC</b> have been met.
<b>11. Termination of Contract for Failure to Become Effective</b>	If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , either Party may, by not less than number of days specified in the <b>SCC</b> , 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.
<b>12. Commencement of Services</b>	12.1. 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 <b>SCC</b> .
<b>13. Expiration of Contract</b>	13.1. Unless terminated earlier pursuant to Clause GCC 18 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> .
<b>14. Entire Agreement</b>	14.1. 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.
<b>15. Modifications</b>	15.1. Any modification or variation of the terms and conditions of

<b>or Variations</b>	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.
<b>16. Force Majeure</b> <b>a. Définition</b>	<p>16.1. 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.</p> <p>16.2. 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.</p> <p>16.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<b>b. No Breach of Contract</b>	<p>16.4. The failure of a Party to fulfill 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.</p>
<b>c. Measures to be Taken</b>	<p>16.5. 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.</p> <p>16.6. 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.</p> <p>16.7. 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.</p>

	<p>16.8. 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 Procuring agency, shall either:</p> <ul style="list-style-type: none"> <li>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring agency, in reactivating the Services; or</li> <li>(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.</li> </ul> <p>16.9. 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 43 &amp; 44.</p>
<p><b>17. Suspension</b></p>	<p>The Procuring agency may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p>
<p><b>18. Termination</b></p>	<p>18.1. This Contract may be terminated by either Party as per provisions set up below:</p>
<p><b>a. By the Procuring agency</b></p>	<p>18.1.1. The Procuring agency 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 Procuring agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> </ul>

	<p>receivership whether compulsory or voluntary;</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 44.1;</p> <p>(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;</p> <p>(e) If the Procuring agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p>18.1.2. Furthermore, if the Procuring agency determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Procuring agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.</p>
<p><b>b. By the Consultant</b></p>	<p>18.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(a) If the Procuring agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 44.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.</p> <p>(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.</p> <p>(c) If the Procuring agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 44.1.</p> <p>(d) If the Procuring agency 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 Procuring agency of the Consultant's notice specifying such breach.</p>
<p><b>c. Cessation of Rights and Obligations</b></p>	<p>18.1.4. Upon termination of this Contract pursuant to Clauses GCC 11 or GCC 18 hereof, or upon expiration of this Contract pursuant to Clause GCC 13, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and</p>

	<p>obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 21, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 24 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.</p>
<p><b>d. Cessation of Services</b></p>	<p>18.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 18a or GCC 18b, 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 Procuring agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 26 or GCC 27.</p>
<p><b>e. Payment upon Termination</b></p>	<p>18.1.6. Upon termination of this Contract, the Procuring agency shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> <li>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</li> <li>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 18.1.1, 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.</li> </ul>

## C. Obligations of the Consultant

<p><b>19. General</b></p> <p><b>a. Standard of Performance</b></p>	<p><b>19.1</b> 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 Procuring agency, and shall at all times support and safeguard the Procuring agency’s legitimate interests in any dealings with the third parties.</p> <p><b>19.2.</b> The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p><b>19.3.</b> 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 Procuring agency. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p>
<p><b>b. Law Applicable to Services</b></p>	<p><b>19.4.</b> 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.</p> <p><b>19.5.</b> Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Procuring agency’s country when</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or</li> <li>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</li> </ul> <p><b>19.6.</b> The Procuring agency shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<p><b>20. Conflict of Interest</b></p>	<p><b>20.1.</b> The Consultant shall hold the Procuring agency’s interest’s paramount, without any consideration for future work, and strictly</p>

	avoid conflict with other assignments or their own corporate interests.
<b>a. Consultant Not to Benefit from Commissions, Discounts, etc.</b>	<p>20.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 37 through 41) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 20.1.3, 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.</p> <p>20.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring agency on the procurement of goods, works or services, the Consultant shall comply with the Applicable Rules/Regulations, and shall at all times exercise such responsibility in the best interest of the Procuring agency. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring agency.</p>
<b>b. Consultant and Affiliates Not to Engage in Certain Activities</b>	<p>20.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p>
<b>c. Prohibition of Conflicting Activities</b>	<p>20.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<b>d. Strict Duty to Disclose Conflicting Activities</b>	<p>20.1.5 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 Procuring agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<b>21. Confidentiality</b>	<p>21.1 Except with the prior written consent of the Procuring agency, 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</p>

	course of, or as a result of, the Services.
<b>22. Liability of the Consultant</b>	22.1 Subject to additional provisions, if any, set forth in the <b>SCC</b> , the Consultant's liability under this Contract shall be provided by the Applicable Law.
<b>23. Insurance to be taken out by the Consultant</b>	23.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring agency, insurance against the risks, and for the coverage specified in the <b>SCC</b> , and (ii) at the Procuring agency's request, shall provide evidence to the Procuring agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 12.
<b>24. Accounting, Inspection and Auditing</b>	<p>24.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>24.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, persons appointed by the procuring agency to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the procuring agency if requested.</p>
<b>25. Reporting Obligations</b>	25.1 The Consultant shall submit to the Procuring agency the reports and documents specified in <b>Appendix A</b> , in the form, in the numbers and within the time periods set forth in the said Appendix.
<b>26. Proprietary Rights of the Procuring agency in Reports and Records</b>	<p>26.1 Unless otherwise indicated in the <b>SCC</b>, 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 Procuring agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring agency, 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 Procuring agency.</p> <p>26.2 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 Procuring agency's prior</p>

	written approval to such agreements, and the Procuring agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the <b>SCC</b> .
<b>27. Equipment, Vehicles and Materials</b>	<p>27.1 Equipment, vehicles and materials made available to the Consultant by the Procuring agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring agency, shall be the property of the Procuring agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring agency in writing, shall insure them at the expense of the Procuring agency in an amount equal to their full replacement value.</p> <p>27.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p>

#### **D. Consultant's Experts and Sub-Consultants**

<b>28. Description of Key Experts</b>	28.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in <b>Appendix B</b> .
<b>29. Replacement of Key Experts</b>	<p>29.1 Except as the Procuring agency may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>29.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
<b>30. Removal of Experts or Sub-consultants</b>	30.1 If the Procuring agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Procuring agency determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring agency's written request, provide

	<p>a replacement.</p> <p>30.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring agency to be incompetent or incapable in discharging assigned duties, the Procuring agency, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>30.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring agency.</p> <p>30.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
--	---

**E. OBLIGATIONS OF THE PROCURING AGENCY**

<p><b>31. Assistance and Exemptions</b></p>	<p>31.1 Unless otherwise specified in the SCC, the Procuring agency shall use its best efforts to:</p> <ul style="list-style-type: none"> <li>(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.</li> <li>(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 Procuring agency’s country while carrying out the Services under the Contract.</li> <li>(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.</li> <li>(c) 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.</li> <li>(d) 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 Procuring agency’s country according to the applicable law in the Procuring agency’s country.</li> <li>(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring agency’s country, of bringing</li> </ul>
---	--

	<p>into the Procuring agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p> <p>(f) Provide to the Consultant any such other assistance as may be specified in the <b>SCC</b>.</p>
<b>32. Access to Project Site</b>	<p>32.1 The Procuring agency 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 Procuring agency 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 willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.</p>
<b>33. Change in the Applicable Law Related to Taxes and Duties</b>	<p>33.1 If, after the date of this Contract, there is any change in the applicable law in the Procuring agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 37.1</p>
<b>34. Services, Facilities and Property of the Procuring agency</b>	<p>34.1 The Procuring agency 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 (<b>Appendix A</b>) at the times and in the manner specified in said <b>Appendix A</b>.</p>
<b>35. Counterpart Personnel</b>	<p>35.1 The Procuring agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring agency with the Consultant's advice, if specified in <b>Appendix A</b>.</p> <p>35.2 Professional and support counterpart personnel, excluding Procuring agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring agency shall not unreasonably refuse to act upon such request.</p>
<b>36. Payment Obligation</b>	<p>36.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring agency shall make such payments</p>

	to the Consultant for the deliverables specified in <b>Appendix A</b> and in such manner as is provided by GCC F below.
--	---

## F. Payments to the Consultant

<b>37. Contract Price</b>	<p>37.1 The Contract price is fixed and is set forth in the <b>SCC</b>. The Contract price breakdown is provided in <b>Appendix C</b>.</p> <p>37.2 Any change to the Contract price specified in Clause GCC 37.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 15 and have amended in writing the Terms of Reference in <b>Appendix A</b>.</p>
<b>38. Taxes and Duties</b>	<p>38.1 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 <b>SCC</b>.</p> <p>38.2 As an exception to the above and as stated in the <b>SCC</b>, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring agency on behalf of the Consultant.</p>
<b>39. Currency of Payment</b>	<p>39.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.</p>
<b>40. Mode of Billing and Payment</b>	<p>40.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 37.1.</p> <p>40.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in <b>Appendix A</b>. The payments will be made according to the payment schedule stated in the <b>SCC</b>.</p> <p>40.2.1 <u>Advance payment:</u> Unless otherwise indicated in the <b>SCC</b>, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring agency in an amount (or amounts) and in a currency (or currencies) specified in the <b>SCC</b>. 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 <b>Appendix D</b>, or in such other form as the Procuring agency shall have approved in writing. The advance payments will be set off by the Procuring agency in equal portions against the lump-sum installments specified in the <b>SCC</b> until said advance payments have been fully set off.</p> <p>40.2.2 <u>The Lump-Sum Installment Payments.</u> The Procuring agency shall pay the Consultant within sixty (60) days after the receipt by the Procuring agency of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring agency does not</p>

	<p>approve the submitted deliverable(s) as satisfactory in which case the Procuring agency shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>40.2.3 <i>The Final Payment</i> .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Procuring agency. The Services shall then be deemed completed and finally accepted by the Procuring agency. The last lump-sum installment shall be deemed approved for payment by the Procuring agency within ninety (90) calendar days after receipt of the final report by the Procuring agency unless the Procuring agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 40.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>40.2.4 With the exception of the final payment under 40.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.</p>
--	--

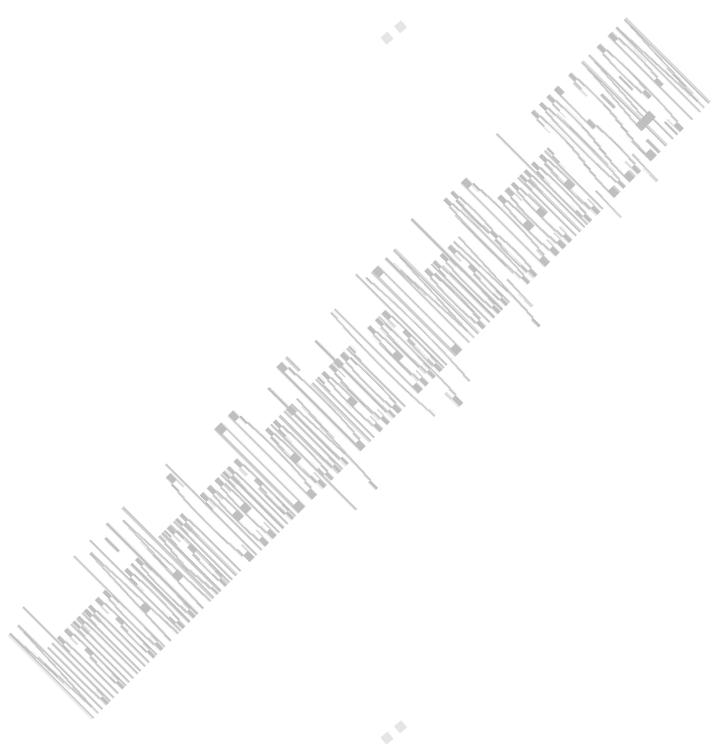
## G. Fairness and Good Faith

<p><b>41. Good Faith</b></p>	<p>41.1 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.</p>
------------------------------	---

## H. Settlement of Disputes

<p><b>42. Amicable Settlement</b></p>	<p>42.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>42.2 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 44.1 shall apply.</p>
<p><b>43. Dispute</b></p>	<p>43.1 Any dispute between the Parties arising under or related to</p>

<b>Resolution</b>	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 <b>SCC</b> .
-------------------	--



## II. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of</b> <i>[insert country name]</i> .
4.1	<b>The language is:</b> _____ <i>[insert the language]</i> .
6.1 and 6.2	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Procuring agency:</p> <p>Attention:</p> <p>Facsimile:</p> <p>E-mail (where permitted):</p> <p>Consultant:</p> <p>Attention:</p> <p>Facsimile:</p> <p>E-mail (where permitted):</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring agency:</b>  _____ <i>[name, title]</i></p> <p><b>For the Consultant:</b> <i>[name, title]</i></p>

<b>10.1</b>	<p><i>[Note: If there are no effectiveness conditions, state “N/A”]</i></p> <p><i>OR</i></p> <p><b>The effectiveness conditions are the following:</b> <i>[insert “N/A” or list the conditions]</i></p>
<b>11.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: four months].</i></p>
<b>12.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be</b> _____ <i>[e.g.: ten].</i></p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring agency in writing as a written statement signed by each Key Expert.</p>
<b>13.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: twelve months].</i></p>
<b>20 b.</b>	<p><b>The Procuring agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 20.1.3</b></p> <p>Yes _____ No _____</p>

<p><b>22.1</b></p>	<p><b>No additional provisions.</b></p> <p><i>[OR</i></p> <p>The following limitation of the Consultant’s Liability towards the Procuring agency can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Procuring agency:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Procuring agency’s property, shall not be liable to the Procuring agency:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</li> </ul> <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> <li>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> <li>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert “Applicable Law”, if it is the law of the Procuring agency’s country, or insert “applicable law in the Procuring agency’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Procuring agency’s country]</i>.</li> </ul> <p><i>[Notes to the Procuring agency and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Procuring agency <u>prior to accepting any changes</u> to what was included in the issued RFP.</i></p>
<p><b>23.1</b></p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional liability insurance, with a minimum coverage of</b></p>

	<p>_____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract]</i>;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Procuring agency’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Procuring agency’s country”]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Procuring agency’s country”]</i>;</p> <p>(d) procuring agency’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 Procuring agency’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p><b>26.1</b></p>	<p><i>[If applicable, insert any exceptions to proprietary rights provision_____]</i></p>
<p><b>26.2</b></p>	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 26.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><b>[The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Procuring agency.]</b></p> <p><i>[OR]</i></p> <p><b>[The Procuring agency shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes</b></p>

	<p><b>unrelated to this Contract without the prior written approval of the Consultant.]</b></p> <p><i>[OR]</i></p> <p><b>[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</b></p>
<p><b>31.1 (a) through (e)</b></p>	<p><i>[List here any changes or additions to Clause GCC 31.1. If there are no such changes or additions, delete this Clause SCC 31.1.]</i></p>
<p><b>31.1(f)</b></p>	<p><i>[List here any other assistance to be provided by the Procuring agency. If there is no such other assistance, delete this Clause SCC 31.1(f).]</i></p>
<p><b>37.1</b></p>	<p><b>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Procuring agency <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</b></p> <p><b>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</i></b></p>
<p><b>38.1 and 38.2</b></p>	<p><b>The Procuring agency warrants that <i>[choose one applicable option consistent with the ITC 12.1 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</i></b></p> <p><b><i>If ITC12.1 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</i></b></p> <p><i>OR</i></p> <p><b><i>If ITC12.1 does not indicate the exemption and, depending on whether the Procuring agency shall pay the withholding tax or the Consultant has to pay, include the following:</i></b></p> <p><b>“the Procuring agency shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Procuring agency</b></p>

**shall reimburse the Consultant, the Sub-consultants and the Experts”]**

**any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Procuring agency’s country, on the Consultant, the Sub-consultants and the Experts in respect of:**

- (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Procuring agency’s country), in connection with the carrying out of the Services;**
- (b) any equipment, materials and supplies brought into the Procuring agency’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;**
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Procuring agency and which is treated as property of the Procuring agency;**
- (d) any property brought into the Procuring agency’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Procuring agency’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Procuring agency’s country, provided that:**
  - (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Procuring agency’s country in importing property into the Procuring agency’s country; and**
  - (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Procuring agency’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Procuring agency’s country, or (b) shall reimburse them to the Procuring agency if they were paid by the Procuring agency at the time the property in question was brought into the Procuring agency’s country.**

<p><b>40.2</b></p>	<p><b>The payment schedule:</b></p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p><b>1<sup>st</sup> payment:</b> <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 40.2.1]</i></p> <p><b>2<sup>nd</sup> payment:</b> _____</p> <p>.....:_____</p> <p><b>Final payment:</b> _____</p>
<p><b>40.2.1</b></p>	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Procuring agency. The advance payment will be set off by the Procuring agency in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
<p><b>40.2.4</b></p>	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
<p><b>43.1</b></p>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p>

	<p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Procuring agency and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of</p>

	<p>procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Procuring agency's country nor the Consultant's country];</i></p> <p>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>



### **III. Appendices**

#### **APPENDIX A – TERMS OF REFERENCE**

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

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

.....

#### **APPENDIX B - KEY EXPERTS**

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

.....

#### **APPENDIX C – BREAKDOWN OF CONTRACT PRICE**

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

*“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations*

regarding Costs and Charges” submitted by the Consultant to the Procuring agency prior to the Contract’s negotiations.

Should these representations be found by the Procuring agency (either through inspections or audits pursuant to Clause GCC 24.2 or through other means) to be materially incomplete or inaccurate, the Procuring agency 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 Procuring agency before any such modification, (i) the Procuring agency 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 Procuring agency to the Consultants, the Consultants shall reimburse to the Procuring agency any excess payment within thirty (30) days of receipt of a written claim of the Procuring agency. Any such claim by the Procuring agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring agency of a final report and a final statement approved by the Procuring agency in accordance with Clause GCC 44.1(d) of this Contract.”]

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

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

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE**

{Guarantor letterhead or SWIFT identifier code}

**Bank Guarantee for Advance Payment**

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

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

**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]) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

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

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been



received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_  
[name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Procuring agency 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], 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.}*



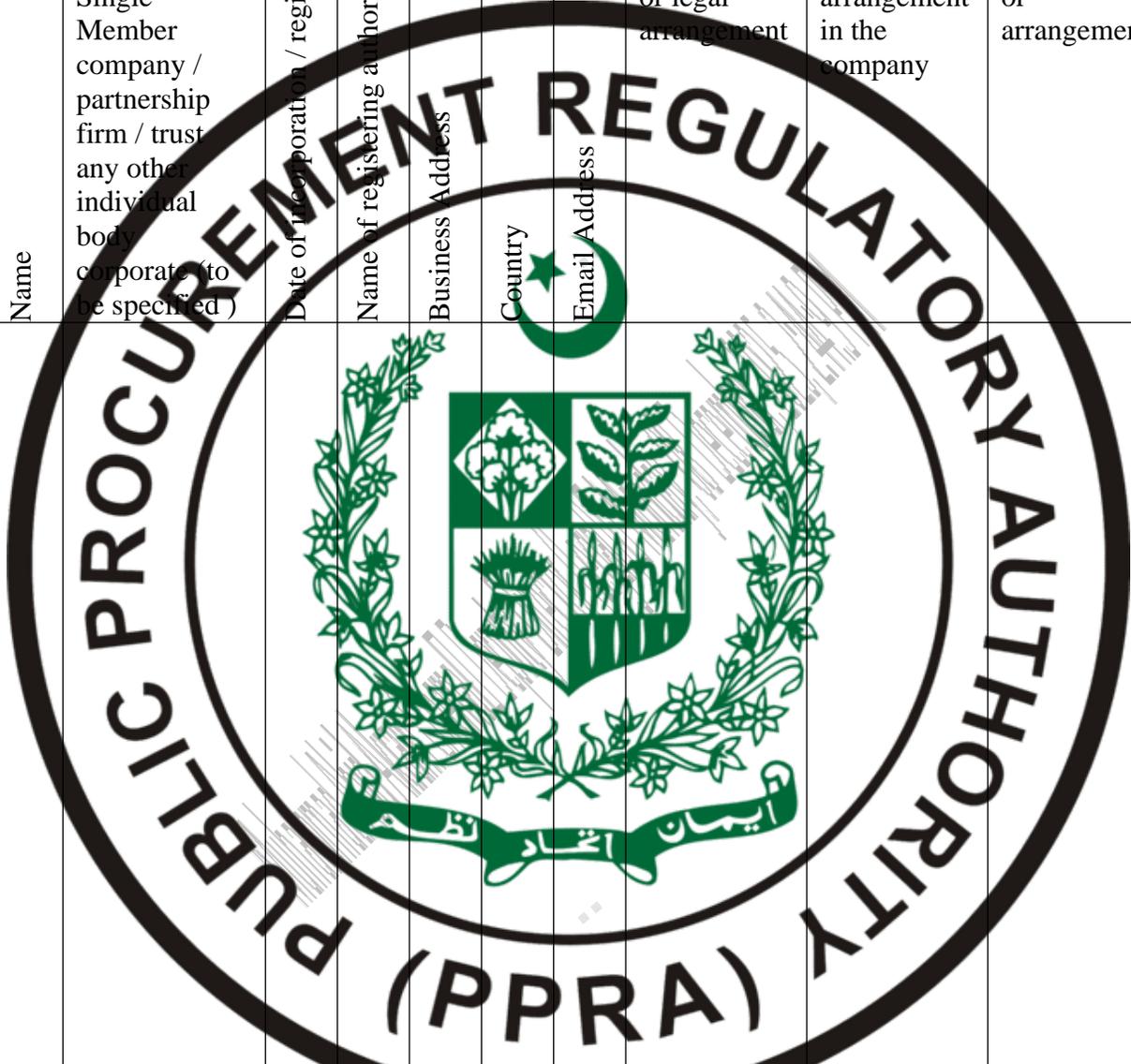
**DECLARATION OF BENEFICIAL OWNERS' INFORMATION FORM**

The “**Declaration of Beneficial Owners**” Information of Public Procurement Contract Awarded Regulations, 2022” require that all procuring agencies while engaging in public procurement contract worth Rs. 50 million and above shall make a mandatory provision of beneficial ownership information of the company in the said contract as prescribed in following performa to these regulations. The procuring agencies while entering such contracts shall publicize the beneficial ownership information of the company on PPRA’s website. The procuring agency shall forward all such contracts containing the beneficial ownership information to the Authority for placing it on PPRA’s website. Accordingly, if applicable, the following performa shall be submitted by the bidders along with the Technical Bid.

**DECLARATION OF ULTIMATE BENEFICIAL OWNERS INFORMATION FOR PUBLIC PROCUREMENT CONTRACTS.**

- 
1. Name \_\_\_\_\_
  2. Father’s Name / Spouse’s Name \_\_\_\_\_
  3. CNIC / NICOP / Passport No. \_\_\_\_\_
  4. Nationality \_\_\_\_\_
  5. Residential Address \_\_\_\_\_
  6. Email Address \_\_\_\_\_
  7. Date on which shareholding control or interest acquired in the business \_\_\_\_\_
  8. In case of indirect shareholding control or interest being exercised through intermediary companies, entries or other legal persons or legal arrangements in the chain of ownership or control following additional particulars to be provided: \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10
---	---	---	---	---	---	---	---	---	----

Name	Legal form (company)/ limited liability partnership / association of persons / Single Member company / partnership firm / trust / any other individual body corporate (to be specified)	Date of incorporation / registration	Name of registering authority	Business Address	Country	Email Address	Percentage of shareholding control or interest of BO in the legal person or legal arrangement	Percentage of shareholding control or interest of legal person or legal arrangement in the company	Identity of natural person who ultimately owns or controls the legal person or arrangement
									

9. Information about the Board of Directors (Details shall be provided regarding number of shares in the capital of the company as set opposite respective names).

Part-II The Gazette of Pakistan Extra

1	2	3	4	5	6	7	8
Name and Surname (in Block Letters)	CNIC No. (in case of foreigner passport No)	Father's / Husband's name in full	Current Nationality	Any other Nationality (ies)	Occupation	Residential address in full of the registered / principal office address for a subscriber other than natural person	Number of shares taken by cash subscriber (in figures and words)

10. Any other information incidental to or relevant to Beneficial owner(s)

Name and Signature

(Person authorized to issue notice on behalf of the company)

---

## Integrity Pact

### **DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract \_\_\_\_\_ Number: \_\_ Contract \_\_\_\_\_ Value: \_\_ Contract Title: \_  
Dated: \_\_\_\_\_

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.